



12-04-2019  
1433-02  
19-MED-03-0265  
38623

# Agreement

between

THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT  
OF THE  
CITY OF OREGON CITY SCHOOLS

and

OAPSE/AFSCME Local 4/AFL-CIO  
and it's  
LOCAL 320 OF  
OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES



JULY 1, 2019 THROUGH JUNE 30, 2022

## TABLE OF CONTENTS

Section	Page
Ground Rules .....	5-8
1. Admission to Athletic Contests .....	9
2. Adoption Leave .....	9
3. Adult Education .....	10
4. Agreement .....	10
5. Alcohol and Drug Testing Program .....	10
6. Smoking Cessation Class .....	11
7. Anniversary Date .....	11
8. Assault Leave .....	11
9. Attendance Incentive .....	12
10. Bulletin Boards .....	13
11. Calamity Days .....	13
Make Up Days .....	14
12. Calendar(s) .....	14
13. Committees .....	14
13A. Committees – District .....	15
14. Criminal Background Checks .....	15
15. Crisis Prevention Intervention/ER & D .....	15
16. Disciplinary Procedure .....	16
17. Dispensing of Medications .....	17
18. District Leadership Team .....	17
19. Double-Scheduled Positions .....	18
20. Duration and Binder Clause .....	18
21. Extra Calls/Building Checks .....	19
22. Family Medical Leave Act .....	19
23. Grievance Procedures .....	20
24. Holiday Pay .....	23
25. Insurance .....	24
26. Jury Duty/Subpoena .....	25
27. Labor Management Committee .....	25

TABLE OF CONTENTS continued

Section	Page
28. Longevity.....	25
29. Lunch Breaks .....	26
30. Management Rights .....	27
31. Mileage .....	27
32. Non-Discrimination .....	27
33. Occupational Safety and Health .....	27
34. Overtime .....	28
35. Pay Day .....	29
36. PEOPLE Deduction .....	29
37. Personal Leave .....	29
38. Personnel Files .....	31
39. Physical Examination/Licenses .....	31
40. Planned 2 Hour Delays .....	31
41. Probationary Status .....	32
42. Professional Growth .....	32
43. Professional Meeting Days .....	32
44. Pupil Discipline .....	33
45. Public Relations .....	33
46. Reasonable Accommodations .....	33
47. Retire/Rehire .....	34
48. Retirement/SERS Pickup .....	35
49. Salary Schedule .....	36
50. Secondary Positions .....	39
51. Seniority .....	40
52. Seniority Bid Procedure .....	41
53. Seniority List .....	44
54. Severance Pay .....	44
55. Sick Leave .....	45
56. Sick Leave Pool .....	47
57. State & Federal Monies .....	49
58. Sub-Contracting .....	49
59. Summer Employment .....	49

TABLE OF CONTENTS continued

Section	Page
60. Temporary Job Openings .....	50
61. Temporary Positions .....	50
62. Testing .....	51
63. Unpaid Leave .....	51
63A. Unpaid – Extended - Leave of Absence .....	51
63B. Unpaid Leave – Family Member .....	52
64. Vacation .....	52
65. Worker’s Compensation .....	53
66. Departments/Classifications .....	55
67. Transportation	
1. Bus Driver Qualifications .....	56
2. Bus Route Bidding .....	56
2A. Bus Bidding – Bus Shuttle .....	56
2B. Shuttle Definition .....	57
3. Bus Route Changes .....	57
4. Bus Route Rate of Pay .....	57
5. Bus Trips .....	57
5A. Bus Trips – Extracurricular & Athletic .....	58
5B. Bus Trips – Field Trips .....	58
5C. Bus Trips – Overnight .....	59
6. Calendar .....	59
7. OBI (On Board Instructor) .....	59
72. Waiver and Conformity Clause .....	60
Recommendations .....	61

A sample copy of all forms referred to in this contract will be in hard copy at each building with the office contract as well as posted on Oregon City Schools’ intranet.

## GROUND RULES

### 1. PREAMBLE

Recognizing that providing a high-quality education for the children of the Oregon City School District is the primary purpose of this school district, and that good morale in the classified staff is necessary for the best education of the children, we hereby declare that:

- A. The Board of Education, under law, has the final responsibility for establishing the policies of the district.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. Nothing contained in this Agreement shall prevent the Board from complying with the requirements of any applicable federal or state laws.

### 2. RECOGNITION

The Board of Education of the Oregon City Schools, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO and it's Local 320, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all employees now employed or to be employed.

The bargaining unit includes all classified employees employed by the Oregon School Board, excluding the secretary to the Superintendent of Schools and the secretaries to the Assistant Superintendent of Schools.

The recognition shall remain in effect for the term of the agreement.

### 3. PRINCIPLES

- A. Right to Join or Not to Join – All employees in the bargaining unit who ninety (90) days from the date of hire, or from the effective date of this agreement, whichever is later, have the opportunity to join or not join Local 320.

Bargaining Unit Members – Full time or regular short-term classified personnel have the right to join in, participate in, and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

- B. Payment to the Union shall be made in accordance with the regular dues deduction as provided herein. Should a bargaining unit member wish to opt out of OAPSE Local 320, he/she will follow the instructions on his/her OAPSE/AFSME dues deduction membership application.

Dues deductions shall be in months worked beginning with the month of September

- C. Rights of Minorities and Individuals – The legal right inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting classified personnel are in no way abridged by this agreement.
- D. “Good Faith” Negotiations – “Good Faith” requires that the Union and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obliged to give its reasons.

“Good Faith” requires both parties to recognize negotiations as a shared process.

- E. Indemnification of Board – The Union agrees to indemnify and save the Board harmless against any judgment for any cost expenses or other liability the Board might incur as a result of the implementation and enforcement of this service fee section. The Union agrees to represent the Board through its designated counsel to defend the Board in any court or administrative proceeding concerning this section; however, the Board may provide its own defense at any time it wishes.

#### 4. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Union to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for members of the negotiating unit. The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Oregon City School System.

#### 5. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Negotiating Teams – The Board, or designated representative(s) of the Board, will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The negotiating teams may call upon not more than two consultants. The expense of such consultants shall be borne by the party requesting them.
- B. Submission of Issues – The negotiating teams are to mutually establish the time for the presentation of proposals. No additional issues shall be submitted by either party following the submission of the above-mentioned proposals. All meetings shall be called at times mutually agreed by the parties.

- C. Negotiations Procedures – Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the OAPSE Local 320 for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph A above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached.

If agreement is not reached within sixty calendar days, the unresolved issue(s) shall be submitted to an Advisory Panel, as described in Paragraph G.

- D. Caucus – Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a period of time, not to exceed fifteen minutes, to caucus, unless extended time is mutually agreed upon.
- E. Exchange of Information – Prior to and during the period of negotiations, the Board and the OAPSE Local 320 agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- F. Reaching Agreement – As tentative agreement is reached on each issue; it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the OAPSE Local 320 and the Board for approval. Following approval by the OAPSE Local 320 and by the Board, the Board shall, by resolution, adopt the agreement, as its official policy. The OAPSE Local 320 agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.
- G. Procedure for Conducting Negotiations – In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.

For the purpose of this Agreement, “impasse” shall be defined to mean when either party during negotiations determines that further negotiations are unlikely to lead to the resolution of outstanding issues.

1. If impasse is declared by either party, it shall pertain only to those issues where agreement, has not been reached between the parties.
2. After the declaration of such impasse, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service with an attachment thereto itemizing those issues only which are outstanding.
3. The mediator assigned shall have the authority to request a meeting for the purpose of facilitating an agreement between the parties on those outstanding issues.

4. The mediator shall have no authority to recommend or to bind either party to this agreement.

## 6. IMPLEMENTATION AND AMENDMENT

This agreement shall become effective upon its approval by the OAPSE Local 320 and the Board. It may be amended by mutual consent of both parties. Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period defined in Paragraphs C and G of Section 5.



# NEGOTIATIONS AGREEMENT

## 1. ADMISSION TO ATHLETIC CONTESTS

All classified bargaining unit members along with one guest will be admitted to all home contests at no charge. Photo identification cards will be taken once per year, within 15 working days of said request, for new bargaining unit members or bargaining unit members who have requested a new ID.

## 2. ADOPTION LEAVE

1. Upon request, a classified bargaining unit member shall be granted two (2) days adoption leave with pay to be taken immediately before or following the adoption of a child. These two (2) days shall be charged to sick leave.
2. Unpaid Adoption Leave
  - A. The Oregon Board of Education shall grant a leave of absence for adoption without pay to any full time classified bargaining unit member who has been employed for one or more years in the Oregon City Schools upon written request to the Superintendent of Schools for such a leave. A request shall be filed in writing not less than 30 days prior to the effective date of such a leave. The 30-day notice may be waived by the Superintendent of Schools under extreme and emergency situations. The request shall state the beginning and ending of such leave. Any classified bargaining unit member who is able and does not return to work at the stated termination date of such leave shall be deemed as having abandoned his/her position.
  - B. A short term unpaid adoption leave may be granted for a specified period of time not to exceed ten (10) days.
  - C. An unpaid adoption leave may be granted for a period of time not to exceed six (6) calendar months.

Should the initial grant be for less than six (6) calendar months, an extension may be applied for thirty (30) days prior to the termination of the leave. In no case, may the total time of the original leave plus the extended leave exceed six (6) calendar months.
  - D. When a bargaining unit member is on unpaid adoption leave for twenty (20) working days or more, he/she will pay the complete premium for benefits.
  - E. A bargaining unit member on unpaid adoption leave will not have the right to bid.
3. While on unpaid adoption leave, the bargaining unit member will not receive sick leave credit.

4. Upon return from a leave authorized by this section, the classified bargaining unit member shall return to the same position as that held at the time the leave was granted.

### 3. ADULT EDUCATION

Adult Education courses, which relate to a bargaining unit member's job will be offered to classified personnel with registration fees waived.

Classified personnel will receive a 50% discount on any course excluding EMT, Medical Office Technologies, or any full-time job training package program.

If a bargaining unit member' enrollment is the deciding factor of whether to run the class, either the bargaining unit member or OAPSE Professional Growth Fund (if approved) will pay for the cost of the class. If the class has enough students to run the class, then the bargaining unit member may attend free of charge. Initially bargaining unit member must pay for all of the class materials. If the bargaining unit member requests reimbursement from the OAPSE Professional Growth Committee for the materials and the request is approved, the materials then become the property of OAPSE Local 320. Otherwise, they remain the property of them bargaining unit member.

### 4. AGREEMENT

The Board of Education agrees to provide OAPSE Local 320 with 30 booklets. Additionally, the printed agreement will be available electronically in a read-only format.

### 5. ALCOHOL AND DRUG TESTING PROGRAM

The Oregon City School District will pay for required alcohol and drug testing expenses, as afforded by law.

Bus drivers required to be tested, when drug testing slip is handed to said driver during regular working hours, will be paid maximum of 2 hours for time involved in testing. This time will be paid at his/her regular rate.

On the first occurrence that a bargaining unit member's test is positive for drugs and/or alcohol (as defined by law), the bargaining unit member shall be required to attend a rehabilitation treatment program. The bargaining unit member shall be afforded his/her available sick leave and/or a medical unpaid leave at his/her request.

The bargaining unit member undergoing testing has the right to have the union representative with him/her if he/she feels it is warranted.

In the event of a grievance, test results may be released to the school bus driver and the union representative provided the driver has given his/her written consent.

The Oregon City School District must require a driver to submit to an alcohol/controlled substance test when the employer has reasonable suspicion to believe the driver has violated the alcohol or controlled substance prohibitions. The district will ensure that the administrator's/supervisor's determination that reasonable suspicion exists to require a drug and/or alcohol test must be based on specific, contemporaneous, articulate observations by a trained administrator/supervisor (minimal 2 hour alcohol/1 hour controlled substance) concerning the appearance, behavior, speech, or body odors of the bargaining unit member. The administrator/supervisor must directly observe the behavior in question and may not rely on third-party reports of alcohol and drug misuse. An independent administrator shall conduct this test. If an independent administrator is not available, local law enforcement officials will be contacted to administer the test. If a bargaining unit member's alcohol test results in a reading at or above .04, that bargaining unit member shall receive a written reprimand, a twenty-four (24) hour unpaid suspension, and be required to attend a Bargaining unit member Assistance Program. Transportation for Reasonable Suspicion Testing will be provided the bargaining unit member.

Consequences for violation of the DOT/FHWA Alcohol and Substance regulations will be enforced.

Suspensions and terminations shall be subject to the grievance procedure.

## 6. SMOKING CESSATION CLASS

Bargaining unit members enrolling in a Smoking Cessation Class will be reimbursed through the Wellness Fund with receipt and proof of attendance within thirty (30) working days up to \$50.00. This will be a one-time reimbursement.

## 7. ANNIVERSARY DATE

Salary, longevity, and personal leave are based on the nearest anniversary date to July 1.

## 8. ASSAULT LEAVE

Notwithstanding the provisions of Section 3319.14 of the Ohio Revised Code, the Oregon Board of Education will grant assault leave to a classified bargaining unit member absent due to physical disability resulting from assault under the following conditions:

A classified bargaining unit member who is absent due to disability resulting from an unprovoked attack upon said bargaining unit member which assault occurs on Board of Education premises and in the course of said bargaining unit member's employment shall, subject to the approval of the Superintendent, be granted up to 15 working days assault leave. The period of such absence, as defined in this provision, shall be termed "assault leave". During such assault leave, said bargaining unit member shall be maintained on full pay basis.

Assault shall be defined as intentional physical contact, which results in injury. If permanently disabled, the bargaining unit member shall apply for disability retirement and no assault leave shall be granted after such retirement has been approved. Before assault leave can be approved, the bargaining unit member shall furnish the Superintendent with the following information:

1. A signed, written statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault and the names and addresses of participants, victim, and witnesses, to the extent available;
2. A signed, written statement from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and
3. A signed, written statement of the bargaining unit member's intent to file a criminal assault charge.

Falsification of either the written, signed statement of the events or circumstances surrounding the assault or the physician's statement shall be grounds for the disciplinary procedure.

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the bargaining unit member on leave granted under regulations adopted by the Board pursuant to 3319.08 of the Ohio Revised Code, or any other leave to which the bargaining unit member is entitled. Assault leave benefits shall not be paid concurrently with worker's compensation wage benefits.

## 9. ATTENDANCE INCENTIVE

If a bargaining unit member is not absent from work during the course of a contract year due to the taking of sick leave, personal leave, or leave without pay, the employer shall pay the following stipends to the bargaining unit member:

1 hour bargaining unit member	-	\$50.00
2-3 ½ hour bargaining unit member	-	\$100.00
Over 3 1/2-6 hour bargaining unit member	-	\$200.00
Over 6-8 hour bargaining unit member	-	\$300.00

The amount of the attendance incentive will be based upon the bargaining unit member's job assignment on the last day of his/her contract year. This payment shall be made to the bargaining unit member in the first paycheck in August. Bargaining unit members who voluntarily use sick leave for Workers' Compensation leave will not be penalized for taking such leave.

Bargaining unit members who elect not to use personal days will receive a 100% cash reimbursement or may roll over unused personal days into sick days 100% for each day not used as long as they have used no more than three (3) days sick leave in the fiscal year and have not used any unpaid days. Those wishing 100% cash payment must notify the classified payroll clerk

in writing by June 30<sup>th</sup>, otherwise the day(s) will be rolled over 100%. This payment shall be made to the bargaining unit member in the first paycheck in August.

Bargaining unit members who have used more than three (3) days sick leave will have their unused personal days rolled over into their sick days at 100%.

Sick leave used during a calamity 2-hour delay where a bargaining unit member has previously scheduled a medical appointment during normally unscheduled work hours and provides proof of appointment time and attendance will not make the bargaining unit member ineligible for the attendance incentive.

## 10. BULLETIN BOARDS

Bulletin boards shall be provided by the Board of Education in an area agreed upon by the building supervisor and the building representative (or an officer of Local 320).

All bulletin board material shall be kept in good taste and be placed under the direction of the officers of Local 320.

## 11. CALAMITY DAYS

Calamity Days will be defined as the first eight (8) days in which the district is closed for any reason or for any delay days. On these days, the bargaining unit member will be eligible to receive the usual rate of pay.

On days when school is delayed due to inclement weather, identified classified bargaining unit members only are to report to work for the regularly scheduled time. Bargaining unit members who are requested to report will receive double time. All other bargaining unit members will observe the delay. Bargaining unit members who show up to work and were not requested by their supervisor will receive no pay.

On days when school is delayed and subsequently canceled due to calamity days, classified bargaining unit members will be sent home as soon as possible.

The Transportation Phone Network must be notified by 6:00 a.m. of the delay or cancellation. For all other bargaining unit members: under most circumstances, delays will be announced by 7:00 a.m. on major TV and/or radio networks, and by other means available.

Persons on unpaid leave days that end up as calamity days will not receive pay for the calamity day. When a delay/calamity day is declared and a bargaining unit member has taken sick, personal or vacation time, that time will be voided and credited back to the bargaining unit member. Unpaid leave is the only exception where calamity time will not be paid.

Each head cook must respect the obligation of the cafeteria either by her efforts or make arrangements for the above with appropriate personnel.

All calamity days will be paid days.

Make Up Days:

Make up days are defined as days over-and-above the recognized number of calamity days by the State Board of Education and which, by law, need to be made up. All make up days will be paid at the normal rate of pay.

Starting with the first make up day, bargaining unit members who work less than 12 months will only be paid when the time is worked. If the days are not made up, these bargaining unit members' work schedules will be extended consecutively at the end of the school year to honor their number of contractual days. Twelve-month bargaining unit members other than those requested will observe the delay or closure and receive their regular pay. Requested bargaining unit members will receive double time.

Bargaining unit members who are required to work on delays, which turn into calamity days will receive double time.

## 12. CALENDAR(S)

OAPSE Local 320, will provide input and have representative(s) on the district committee for the proposed school calendar(s). It is recognized by the bargaining unit that the Board of Education has the sole and final authority to design and adopt the school calendar.

A work calendar, including required in-service days, will be provided to all classified bargaining unit members by August 1, excluding transportation. The school calendar will include all mandatory in-service days. Any in-service days added after the calendar has been distributed will be voluntary.

Bargaining unit members who do not have work in their regular position due to school calendar schedules will be asked to fill in at other positions within their department when other positions are available by departmental seniority. Bargaining unit members who decline a position will not be paid. The day will be treated as an unpaid day.

## 13. COMMITTEES

OAPSE and the administration will form a committee to examine the classifications and departments. This will be addressed through the Labor Management Committee. This committee will develop and/or review:

- A. job task analysis for each position,
- B. minimal standards for each position,

- C. training and testing standards,
- D. provide input into appropriate staffing levels in new or renovated facilities,
- E. provide input in the re-organization of job schedules,
- F. provide input into clothing/uniform committee, and
- G. provide input into development of a safety committee.

#### 13A. COMMITTEES – DISTRICT

When a classified bargaining unit member is asked to serve on a committee, by the administration, where certificated personnel are being compensated, the classified bargaining unit members shall also be compensated their hourly rate of pay. All classified bargaining unit members serving on such committees must have prior approval from the Director of Business Affairs or his/her designee.

#### 14. CRIMINAL BACKGROUND CHECKS

Current classified bargaining unit members will adhere to all federal and state regulations regarding all criminal background checks. The district shall pay the full cost of such background checks.

#### 15. CRISIS PREVENTION INTERVENTION/ER & D

All bargaining unit members are eligible to be trained/recertified in CPI. The following classifications are required to be trained/recertified in CPI: Bus drivers; ED & classroom paraprofessional; cafeteria, playground and bus monitors.

Required bargaining unit members attending all hours necessary to become certified/recertified will be paid their normal hourly rate and the workbook will be included, if needed.

All bargaining unit members are eligible to attend ER & D classes with no compensation, if space is available. Any cost associated with college credit will be the responsibility of the bargaining unit member.

## 16. DISCIPLINARY PROCEDURE

A classified bargaining unit member may only be disciplined or discharged for just cause. A bargaining unit member will be notified of any possible disciplinary action within 10 work days of the alleged infraction or the administrator/supervisor's knowledge of it. The District Code of Conduct, a copy of which is found at [www.oregoncityschools.org](http://www.oregoncityschools.org) and incorporated herein by reference, will be used in conjunction with this agreement and the disciplinary procedures set forth in this section.

No classified bargaining unit member shall be disciplined without first having an opportunity for a hearing with a Union representative being present.

First violation - shall be in the form of a verbal warning. A written copy of the verbal warning will be placed in the bargaining unit member's file. The form will state that it is a "written copy" of the verbal warning for clarity purposes.

Second violation - shall be in the form of a written warning. A copy of the written warning will be placed in the bargaining unit member's file.

Third violation - shall be in the form of a three (3) day suspension without pay.

Fourth violation - shall be in the form of a five (5) day suspension without pay.

Fifth violation - shall be cause for discharge.

A bargaining unit member may be suspended, with or without pay based upon administration discretion pending a hearing only where the charges of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving misconduct or insubordination, lack of job performance, offenses involving moral turpitude, falsification of sick leave, and sexual harassment.

An Administrator will not use any type of audio/video/message recordings against any bargaining unit member in a disciplinary procedure without suspicion.

In disciplining a bargaining unit member, the Board may use only disciplinary infractions that accrued over the previous twenty-four (24) months for written verbal warnings and/or written warnings (first or second violations). Suspensions without pay (third or fourth violations) may be used during the previous forty-eight (48) months. Any discipline/termination step/violation may be repeated or skipped depending on the level of severity.

Suspensions and terminations shall be subject to the grievance procedure only.

The first and second violations shall not be grievable. The termination procedures in R.C.3319.081 shall not apply as the grievance procedures in this Agreement are the sole and exclusive remedies so R.C. 3319.081 is specifically superseded as to any and all termination procedures.



## 17. DISPENSING OF MEDICATIONS

No bargaining unit members (other than nursing attendant) shall be required to dispense medication or medical treatment to any student, unless identified in a building's first aid/medication contingency list. Inclusion on this list is voluntary and confirmed at least annually by the building principal.

A bargaining unit member may be required, once properly trained, to administer first aid and/or dispense medication and will be indemnified for any mistakes, which may occur.

## 18. DISTRICT LEADERSHIP TEAM

### Purpose and Scope

The District Leadership Team (DLT) shall work through the consensus decision-making process to address issues facing the District including but not limited to, district improvement plans, feedback on district leadership and school climate, staff evaluation instrument, etc.

The DLT may charge committees to address such issues through the consensus building decision-making process.

The District Leadership Team shall not negotiate terms and conditions of employment.

Only OCFT and administrators shall serve on committees addressing issues exclusive to teachers.

Only OAPSE and administrators shall serve on committees addressing issues exclusive to classified staff.

### Membership

The OAPSE President may appoint no more than five (5) members to the District Leadership Team or any charged District Leadership Team committee. The Superintendent may appoint administrators to the DLT or any charged DLT committee. Experts and resource people may be invited, as needed, through mutual agreement of the members of the DLT.

### Meetings

District Leadership Team meetings shall be mutually scheduled to have minimum impact on teaching, learning, and support services and when such meetings are mutually scheduled during the bargaining unit member's scheduled work day, said bargaining unit member shall suffer no loss in pay and the Board shall provide, in ordinary circumstances, a substitute for bargaining unit members for team meetings. Service on DLT committees is voluntary (i.e. bargaining unit members shall not be entitled to any payment for service on such committees) and shall be mutually scheduled.

## Decision Making Process

Both the district and building leadership teams shall make decisions through “pure consensus.”

A pure consensus decision represents a reasonable decision that all members of the team can accept. It is not necessarily the optimal decision for each member. When all the group members feel this way, pure consensus has been reached. This means that a single team member can block consensus if he/she feels that it is necessary.

Conflict-reducing techniques such as majority vote, averaging, coin toss or bargaining will be avoided. Under no circumstances can the terms or conditions of employment be bargained through this Section.

Differences of opinion are natural and to be expected. They will be sought and valued. Everyone will be involved in the decision process. We recognize that disagreements can improve the group’s decision. With a wider range of information and opinions, there is a greater chance the group will hit upon a more feasible or satisfactory solution.

### Contingency Steps if Consensus Cannot Be Reached - *District Leadership Team*

Step One: The DLT shall attempt to reach pure consensus.

Step Two: If pure consensus cannot be reached at the DLT level, the issue shall then go the Superintendent.

Step Three: The Superintendent has final decision-making authority on the issue.

## 19. DOUBLE-SCHEDULED POSITIONS

When more than one (1) classified bargaining unit member reports for the same position due to a documented scheduling error, the classified bargaining unit member with the higher seniority will work the said position. The lower seniority classified bargaining unit member has the option to work for two (2) hours and be paid at said position rate or to decline the work with no compensation. The supervisor may authorize additional time, if necessary.

## 20. DURATION AND BINDER CLAUSE

This agreement shall be in effect as of July 1, 2019 and shall continue in effect through June 30, 2022. Local 320, Ohio Association of Public School Employees/AFSMCE Local 4/AFL-CIO, will not engage in or encourage strike action/work stoppage of any type during the life of this agreement. Agreements reached between the Oregon Board of Education negotiating team and OAPSE Local 320/AFSMCE Local 4/AFL-CIO, negotiating team shall become binding upon the Board of Education and OAPSE Local 320/AFSMCE Local 4/AFL-CIO, immediately following ratification by OAPSE Local 320/AFSMCE Local 4/AFL-CIO, and the Oregon Board of Education or their representative personnel.

## 21. EXTRA CALLS/BUILDING CHECKS

Whenever a classified bargaining unit member is called into work by his/her supervisor he/she will be paid a minimum of three (3) hours at time and one half (1 ½).

When a bargaining unit member is directed by his/her supervisor to extend his/her day, either in the morning or afternoon, the bargaining unit member will be paid time and one-half for any extended time over forty (40) hours in one week.

When school facilities are used for any activity outside of normally scheduled hours and the activity requires custodial services beyond normal services, a custodian shall be scheduled to clean the affected area and attend to other custodial needs within the building. The employer will establish the required time for the specific assignment. All work performed on Saturdays, Sundays, or holidays for outside profit making organizations that are paying appropriate staff will be at double time.

## 22. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this agreement, those incremental leave of absence rights and benefits shall be accorded to classified staff.

Basic leave entitlement is up to 12 weeks of unpaid leave during a 12-month period for birth of a child, adoption, foster care of a child, care for a spouse, child, or parent who has a “serious health condition” or a “serious health condition” which makes the bargaining unit member unable to perform his or her job functions.

Bargaining unit members who need Family and Medical Leave Act leave for their own or a family member’s serious health condition must provide medical certification from a health care provider of the condition. The Board also may delay or deny approval of leave for lack of proper medical certification.

Any other leave of absence, which would qualify for the Family and Medical Leave Act leave of absence shall be charged against the bargaining unit member’s entitlement to Family and Medical Leave Act leave of absence. All leaves of absence qualifying for Family and Medical Leave Act leave of absence shall be charged against all other forms of paid absence and occurs concurrently with the Family Medical Leave Act leave of absence.

If a bargaining unit member fails to return to work at the conclusion of a Family and Medical Leave Act approved leave of absence, including any extension of the leave, the bargaining unit member will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request, filed within ten (10) working days of the bargaining unit member being notified, may be submitted to the Superintendent requesting bargaining unit member not be

terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

Bargaining unit members working less than 12 months will have their eligibility, in regards to the minimum hours worked over the previous 12 months, prorated in an equivalent manner (the bargaining unit member's number of hours per year divided by the 1,250-hour requirement in Federal Law).

When family medical leave is foreseeable, the bargaining unit member shall notify the superintendent in writing of his/her request for leave at least 30 days prior to the date that the leave is to begin, if possible. When the leave is not foreseeable, the bargaining unit member shall give notice as early as is practical. The bargaining unit member shall not be denied family medical leave for failure to meet the above notification requirements.

The board may be entitled to recover health care premiums during the leave if the bargaining unit member fails to return to work. This will not be the case if the failure to return to work is because of the continuation, recurrence, or onset of a serious health condition – either the bargaining unit member's own or that of an immediate family member for whom they are needed to care, or due to other circumstances beyond the control of the bargaining unit member.

### 23. GRIEVANCE PROCEDURES

COMPLAINT – The bargaining unit member with a concern must first discuss the matter with their supervisor with the objective of resolving the matter informally and may request union representation, if desired.

- A. Definition: A grievance is a complaint by a bargaining unit member, as defined under Section 2, RECOGNITION, that there is a violation, misinterpretation, or misapplication of the provision of this agreement or of established policy which is outlined by this agreement. As used in this section, the term bargaining unit member shall mean an individual or a group of bargaining unit members having the same grievance.
- B. Formal Procedure: The formal grievance procedure shall be the exclusive right of OAPSE Local 320. The grievance committee has the right to exercise judgment as to whether a bona fide grievance exists. If the grievance committee determines that the bargaining unit member is not justified in his or her grievance, the grievance committee is under no legal or moral requirement to process it.

#### STEP 1

- A. The grievance must be submitted to the supervisor or administrator concerned within ten (10) work days of its occurrence or of the grievant or OAPSE Local 320's, awareness of its occurrence. The grievance form must be obtained from Local 320 President or his/her designee.

- B. Within ten (10) work days after receiving the grievance, the supervisor must state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the bargaining unit member and OAPSE Local 320.

## STEP 2

Within ten (10) work days after receiving the decision of the supervisor, the aggrieved bargaining unit member may – through the OAPSE Local 320 representative or OAPSE Local 320, in its own name – appeal from the decision at Step 1 to the Director of Business Affairs or his/her designee. The appeal shall be in writing and shall be accompanied by a copy of the decision and all written statements used in Step 1.

- A. Within ten (10) workdays after delivery of the appeal, the Director of Business Affairs shall investigate the grievance, giving all persons who participated in Step 1 and representatives from OAPSE Local 320, a reasonable opportunity to be heard.
- B. Within ten (10) work days after delivery of the appeal the Director of Business Affairs must communicate his/her decision in writing, together with supporting reasons, to the aggrieved bargaining unit member and a copy to the OAPSE Local 320 President.

## STEP 3

Within ten (10) work days after receiving the decision of the Director of Business Affairs, the aggrieved bargaining unit member may – through OAPSE Local 320 representative or OAPSE Local 320, in its own name – may appeal from the decision at Step 1 to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decision and all written statements used in Step 1 and Step 2.

- A. Within ten (10) work days after delivery of the appeal, the Superintendent must investigate the grievance, giving all persons who participated in Step 1 and Step 2 representatives from OAPSE Local 320, a reasonable opportunity to be heard.
- B. Within ten (10) work days after delivery of the appeal the Superintendent must communicate his/her decision in writing, together with supporting reasons, to the aggrieved bargaining unit member and a copy to the OAPSE Local 320 President.

## ARBITRATION

1. If a satisfactory disposition of the grievance regarding an alleged violation of this Agreement is not made after Step 3, the grievance shall be referred with prior notice to the Superintendent or his/her designee no later than five (5) working days after receipt of the Superintendent's written decision for expedited mediation (FMCS). If unresolved at mediation the OAPSE Local 320 may appeal within fifteen (15) working days from the date of mediation meeting by filing a notice with the "Statement of

Grievance” attached thereto with the FMCS and Superintendent and a copy of the notice served on the Administration’s Representative asking to provide a panel of nine (9) arbitrators.

2. Each of the two (2) parties will alternately strike one (1) name at a time from the panel until one (1) will remain. The remaining name will be the arbitrator. However, either party, before striking any name, will have the right to reject one (1) panel of arbitrators. The party filing shall strike first.
3. The arbitrator will be notified of his/her selection by a joint letter from the Union and Board requesting that he/she set a time and place for the hearing, subject to the approval of the Union and Board representative.
4. The arbitrator shall be bound by and must comply with all the terms of this agreement. They shall have no power to add to, delete from, or to modify in any way any of the provisions of this agreement.
5. The decision of and the awards made by the arbitrators shall be binding upon both parties and all bargaining unit members during the life of this agreement. Fees and expenses of the arbitrator shall be borne equally by both parties.

#### GENERAL PROVISIONS:

1. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons including witnesses entitled to be present to attend.

When such hearings are held during scheduled work hours, all bargaining unit members who are directly involved at the hearings will be excused for that purpose with pay. OAPSE Local 320 and the Board of Education will mutually agree upon the time of the hearings.

2. The fact that a grievance is raised by a bargaining unit member regardless of its ultimate disposition shall not be reported in the bargaining unit member’s file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall a bargaining unit member be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
3. No grievant at any state of the formal grievance procedure will be required to meet with any administrator without OAPSE Local 320 representation concerning the grievance.
4. If a grievance arises from the action of authority higher than the supervisor, the grievant and/or OAPSE Local 320, may present such grievance directly to the authority involved. If the grievance is not satisfactorily resolved at this meeting, the grievant of OAPSE Local 320, may proceed.

5. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for OAPSE Local 320, may appeal immediately to the officer or person empowered to act, and said officer or person will attempt to resolve the matter jointly with the OAPSE Local 320, representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
6. Failure at any step of the procedure to communicate with the decision on a grievance with the specified time limits shall permit lodging on appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
7. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.
8. If grievance is settled, grievant will receive a copy of the grievance with the resolution. If the resolution includes payment of wages the grievant will receive said payment within 15 working days.

#### 24. HOLIDAY PAY

Classified bargaining unit members are entitled to the following holidays with pay if these same holidays occur during the work year:

New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Friday following Thanksgiving, December 24<sup>th</sup> and Christmas Day, New Year's Eve Day.

Use of Personal leave or unpaid leave will result in loss of holiday pay.

To be eligible for payment for the above, the bargaining unit member must work their full day on the last scheduled work day prior to the holiday as well as the next scheduled full work day following such holiday. Under extenuating circumstances, a request may be submitted in writing to the superintendent within ten (10) working days of the occurrence to ask for an exception to the holiday pay language. Documentation that substantiates school and/or family related obligations (i.e. graduation) must accompany the request. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

Pre-scheduled work required on a holiday will be compensated at a rate of time and one-half.

When a holiday falls on a non-scheduled work day for those bargaining unit members who do not work five-day weeks, the bargaining unit members will be paid for the holiday for the number of hours the bargaining unit member would have worked on that day.

## 25. INSURANCE

Hospitalization, medical and major medical, dental, vision, prescription drug, and mail-order prescription drug programs will be provided to bargaining unit members. A meeting may be held with OAPSE leadership at the discretion of the Treasurer at any point to discuss the insurance benefit.

Bargaining unit members covered under this agreement who work four hours or less daily shall receive one-half (1/2) of the 90% Board of Education contribution. Bargaining unit members working more than four hours daily shall receive the 90% Board of Education contribution for hospitalization. "Work hours" are the hours as the job(s) was bid.

Bargaining unit members covered under this agreement who work four hours or less daily shall receive one-half (1/2) of the 85% Board of Education contribution. Bargaining unit members working more than four hours daily shall receive the 85% Board of Education contribution for hospitalization. "Work hours" are the hours as the job(s) was bid.

Single/family plan holders shall be made whole up to the total amount of \$750/\$1500 respectively, of out of pocket maximum upon submission of the explanation of benefits to the Board's third-party administrator.

If the Board of Education changes carriers, the benefits shall be equal to or better than the present coverage.

The Board of Education will provide vision insurance, to the bargaining unit members. The Board of Education will pay 100% for this plan.

The Board of Education will contribute 100% for a dental plan.

The Board of Education shall provide \$50,000 of term life, accidental death and dismemberment insurance for all classified bargaining unit members payable at the death of the bargaining unit member.

Term life insurance will be offered, via payroll deduction, for purchase by bargaining unit members. Enrollment in this program will be at the discretion of the bargaining unit member. The program will allow the purchase of term life insurance for the bargaining unit member, their spouse, and children.

Death benefits will be payable to the bargaining unit member's beneficiary, if not applicable then to the bargaining unit member's estate.

Beginning with the 2019-2020 school year, the OAPSE agrees to collaboratively convene a committee to study the potential impacts of an OCS employee contribution to vision and dental healthcare plans as well as investigate spousal exclusion/rate opportunities for implementation no later than June 30, 2022 at 11:59 p.m., unless both OAPSE and OBOE mutually agree not to implement.



## 26. JURY DUTY/SUBPOENA

Classified bargaining unit members who are required to serve on jury duty and/or are served with a subpoena to appear in court during their assigned working hours will notify, by telephone and/or in writing, to verify to their supervisor as soon as possible of their jury duty or subpoena. Bargaining unit members will receive full salary for the period of such service not to exceed their normal working day. The bargaining unit member will provide official court documentation of their days on jury duty or subpoena. However, when the bargaining unit member is the primary plaintiff in a suit against the board or involved in court action resulting from ownership in a business venture, he/she will not receive compensation.

## 27. LABOR MANAGEMENT COMMITTEE

The Labor Management team will consist of 6 OAPSE Local 320 members and 6 administration members. They will have regular scheduled meeting dates, same day every month for the school year. There will be a chairmanship, which will alternate yearly. Decisions must have a quorum of 4 OAPSE Local 320 members and 4 administration members. The Superintendent’s secretary or the Assistant Superintendent’s secretary will take minutes.

## 28. LONGEVITY

Classified bargaining unit members will be paid according to the following schedule in addition to the regular salary schedule(s) following completion of the seventh (7) year of service as a classified bargaining unit member of a public educational institution in Ohio. Hours will be rounded up or down. Longevity will be paid the first paycheck in November.

### SEVEN YEARS

Hours	9 months	10 months	11 months	12 months
	Up to 206 days	207 to 218 days	219 to 245 days	+ 246 days
3	\$140	\$150	\$165	\$180
4	\$180	\$200	\$215	\$230
5	\$220	\$240	\$260	\$280
6	\$255	\$280	\$308	\$335
7-8	\$335	\$370	\$405	\$440

Classified bargaining unit members who have completed ten (10) years of service will be paid according to the following schedule in addition to their regular salary schedule(s). Hours will be rounded up or down. Longevity will be paid the first paycheck in November.

TEN YEARS

Hours	9 months	10 months	11 months	12 months
	Up to 206 days	207 to 218 days	219 to 245 days	+ 246 days
3	\$160	\$180	\$195	\$210
4	\$210	\$230	\$250	\$270
5	\$255	\$280	\$308	\$335
6	\$300	\$335	\$365	\$395
7-8	\$395	\$440	\$478	\$515

Classified bargaining unit members who have completed twenty (20) years of service will be paid according to the following schedule in addition to their regular salary schedule(s). Hours will be rounded up or down. Longevity will be paid the first paycheck in November.

TWENTY YEARS

Hours	9 months	10 months	11 months	12 months
	Up to 206 days	207 to 218 days	219 to 245 days	+ 246 days
3	\$190	\$205	\$220	\$235
4	\$235	\$255	\$278	\$300
5	\$280	\$310	\$335	\$360
6	\$330	\$360	\$390	\$420
7-8	\$420	\$465	\$503	\$540

Longevity benefits will be based on the nearest anniversary date to July 1. June 30<sup>th</sup> shall be cut off date for what position longevity is paid at. Longevity hours will be based on hours worked up to June 30<sup>th</sup> of the appropriate year.

In accordance with the Ohio Revised Code “a nonteaching school employee is authorized to include prior service to the state or any of its political subdivisions with that of his/her present continuous employment in determining the number of weeks of paid vacation to which he/she is entitled.” Per letter dated 9/2/99, it was agreed that both Longevity and Vacation Leave would be covered in determining the length of service. Verification of prior service is the responsibility of the bargaining unit member and the verification must have the service years credit breakdown year by year. The bargaining unit member must provide to the Classified Payroll Clerk verification from the past employers by October 1<sup>st</sup>.

29. LUNCH BREAKS

Bargaining unit members working for five consecutive hours or more on their primary position may have one-half hour for a paid lunch. In order to be eligible for this paid lunch, the bargaining unit member must be able to perform his/her regular duties, if required. This may cause interruption of the bargaining unit member’s lunchtime, and the bargaining unit member will be granted alternate time to complete their lunch.

### 30. MANAGEMENT RIGHTS

This agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the OAPSE Local 320 and constitutes the entire agreement between the parties. In accordance with Ohio Revised Code Sections 4117.08, 4117.09, and 4117.10(A), the provisions of this agreement shall supersede, control and govern the relationship of the parties in place of provisions included in Ohio Law, including the rights of the Board as set out in Section 4117.08 which are not in conflict with the provisions of this agreement.

### 31. MILEAGE

Authorized travel will be reimbursed at the current IRS rate.

### 32. NON-DISCRIMINATION

It is a condition of this agreement, as agreed by both parties, to provide equal opportunity to all bargaining unit members and to prohibit any discrimination because of race, religion, sex, marital status, national origin, age, handicap or political affiliation.

All references to bargaining unit members in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female bargaining unit members.

Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal laws.

### 33. OCCUPATIONAL SAFETY AND HEALTH

The Board retains exclusive authority to adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety and Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted under the authority of Chapter 4167. The Board is entitled to or may adopt and implement such policies and procedures with the obligation to bargain the effects with OAPSE.

#### Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither OAPSE nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations (with the exception of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, in which case the procedures in (2) shall be followed) until the following procedure has been exhausted:

- A. A bargaining unit member or OAPSE representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member(s)' immediate supervisor within two (2) work days of the occurrence of the alleged violation.
- B. If the immediate supervisor does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or OAPSE may appeal the complaint to the business manager or designee by filing a written appeal with the business manager or designee within one (1) work day of the response of the immediate supervisor. The business manager or designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within not more than three (3) work days after the conference, the business manager or designee shall provide a written response to the alleged violation.

#### Board's Right to Reassign

Before exercising his/her right to refuse work under O.R.C. Section 4167.06 because of a condition, which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her; the bargaining unit member must immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or ameliorated.

#### Claims of Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in O.R.C. Chapter 4167 or any violation of this Section shall use the grievance procedure of this Agreement to assert such claim. The grievance procedure of this Agreement shall be the exclusive means for a bargaining unit member to assert such claim, to the exclusion of any other means of challenge. No bargaining unit member shall be subject to discrimination as a result of reporting any condition regarding safety, health and sanitation.

### 34. OVERTIME

Time worked in excess of forty (40) hours per payroll week (Friday through Thursday) shall be compensated at the rate of time and one-half. Holiday time and sick time will count toward the forty (40) hours. Calamity time worked will count towards overtime. Whenever possible, overtime shall be offered to regular bargaining unit members within the department in that building based upon system-wide seniority. If adequate coverage is not available, the overtime will then be offered within the classification to the other bargaining unit members by system-wide seniority. Emergency call-ins performed on Sundays or holidays will be paid at double time. Emergency status will be determined by Supervisor.

Cafeteria bargaining unit members shall also be paid time and one-half when working to provide a banquet in a school building. No kitchen area shall be utilized without a head cook or her designee.

### 35. PAY DAY

Full time classified personnel will be paid in twenty-six (26) installments, except in years when this would result in twenty-seven (27) pay periods. Less than 12-month bargaining unit members have the option to have their pay checks paid in 26 installments, written notification must be to the Payroll Department by August 1<sup>st</sup>. Anyone who bids more than one time in a school year, said bargaining unit member, may not be guaranteed the twenty-six (26)-pay installment option.

All bargaining unit members must sign up for direct deposit. Electronic pay stubs will be available.

When pay day falls on a day on which there is no school, workers will be paid on the day preceding such a break in the school schedule providing that the break does not occur more than three days prior to their regularly scheduled pay. A uniform time sheet for all bargaining unit members will be used.

If an error is made in a bargaining unit member's pay, either over-pay or shortage, the correction will be made on the following paycheck after notification of the error. In certain circumstances an error correction can be made as soon as possible when the treasurer is notified of an error.

### 36. PEOPLE DEDUCTION

The employer agrees to deduct from the wages of any OAPSE bargaining unit member a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the bargaining unit member by November 1, any year and may be revoked by the bargaining unit member at any time given written notice to both the employer and the State Union Treasurer. If an OAPSE member stops the PEOPLE deduction, he/she may not re-enroll until the following November. The employer agrees to remit any deductions made pursuant to this provision to the State Union Treasurer together with an itemized statement showing the same of each bargaining unit member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### 37. PERSONAL LEAVE

Personal leave shall be granted each year upon proper application and in accordance with the following:

1. The bargaining unit member must notify his/her supervisor of his/her intent to take the leave 72 hours in advance except in emergency situations.
2. The bargaining unit member may not use personal leave for the following purposes:
  - A. Harassment
  - B. Work stoppage
  - C. Withholding of services

3. Personal leave may not be used for any other leaves covered by this Agreement.
4. Personal leave of three (3) days per year for bargaining unit members working up to 218 days, four (4) days per year for bargaining unit members working 219 through 239, and three (3) days for bargaining unit members working 240+ days will be granted in accordance with the fiscal year (July 1) and are non-accumulative, and must be taken in ½ or whole day increments.
5. If personal leave is used a day before or after a holiday, the bargaining unit member is not eligible for holiday pay. Under extenuating circumstances, a request may be submitted in writing to the superintendent within ten (10) working days of the occurrence to ask for an exception to the holiday pay language. Documentation that substantiates school and/or family related obligations (i.e. graduation) must accompany the request. The Superintendent will respond within ten (10) work days after the receipt of the request indicating his/her final decision.
6. Violation of any personal leave policy by obtaining leave under false pretenses or using leave for purposes not approved in this agreement is grounds for dismissal and applies to both probationary bargaining unit members and those on continuing status.
7. No more than 10% of the bargaining unit members in any department in your building may use personal leave on any one day. The percentage would include any and all leaves on that day and the substitute availability. This will be on a first come, first served basis.
8. A new bargaining unit member's personal leave days will be pro-rated on the remainder of their year over their total year.
9. Personal day requests will be dated and time received noted for bookkeeping purposes. Personal days will be granted on a first come, first served basis. If personal leave requests are received on the same day and time for the same date(s) and granted, then seniority rules. Administrators/supervisors will either approve or deny (with reason) Personal Leave requests within ten (10) working days and return to said bargaining unit member after submission. Bargaining unit members may only request Personal Leave during their work calendar year.
10. Personal Leave may not be used on the last day of school. Under extenuating circumstances, a request in writing to waive this may be submitted to the Superintendent. The Superintendent will respond within ten (10) work days after the receipt of the request indicating his/her final decision.

For bargaining unit members who hold more than one position:

11. If a bargaining unit member needs to use personal leave for any portion of their work day, it must be done in ½ or whole day increments. The calculation for charging the personal leave will be done by dividing the number of hours off by the total hours normally worked in the day by rounding up to the nearest ½ or whole day increments.

Bargaining unit members who elect not to use personal days may receive a 100% cash reimbursement or roll over unused personal days into sick days 100% for each day not used as long as they have used no more than three (3) days sick leave in the fiscal year and have not used any unpaid days. Those wishing 100% cash payment must notify the classified payroll clerk in writing by June 30<sup>th</sup>, otherwise the day(s) will be rolled over 100%. This payment shall be made to the bargaining unit member in the first paycheck in August.

### 38. PERSONNEL FILES

Personnel files may be viewed when requested forty-eight (48) hours in advance. Bargaining unit members may have a copy of their personnel file once per school year if requested. The copy will be given to said bargaining unit member within forty-eight (48) hours after the request is received.

Any derogatory document that is placed in said personnel file must be initialed by the bargaining unit member. Initials only acknowledge that it is being placed in the file, not that the bargaining unit member agrees.

Bargaining unit members shall be notified, verbally or in writing, of all requests for information from their personnel files at the time of said requests, except for requests by administrators and members of the Board. This notification shall include the name of the person seeking information and the nature of the information sought.

There shall be only one (1) personnel file for each bargaining unit member, which shall be kept in the central office in lockable files.

### 39. PHYSICAL EXAMINATION/LICENSES

Some classified bargaining unit members of the Board of Education are required by law to have an annual physical examination. For these individuals, the Board will pay the cost of the physical examination. Board appointed physicians will conduct the physicals. If a bargaining unit member is not on the district health insurance, the Board will reimburse only co-pays, if needed.

The Board will pay up to \$50.00 per school bus driver for testing related to the knowledge and driving test as prescribed by the State of Ohio (this includes all bargaining unit members who have a CDL with school bus endorsement).

The Board will pay all costs for certificates/licenses or the renewal thereof, that must be obtained for job related duties.

### 40. PLANNED 2-HOUR DELAY DAYS

All paraprofessionals will attend district provided meetings/trainings pertinent to their positions. They will have a sign in sheet, which will include their arrival time. Written notice of

the topic, place and time of the meeting/training will be sent to each paraprofessional at least two (2) weeks prior to the event.

#### 41. PROBATIONARY STATUS

The probationary period for newly hired classified employees shall be ninety (90) calendar days. The employer shall provide new employees a packet of information regarding the district, union, and insurance benefits within ten (10) working days of starting their position.

Anyone in their ninety (90) day probationary period cannot bid for another job. They may, however, put in a request and awarded said position in the event no other bargaining unit member in the bargaining unit bids on said position.

Anyone in their ninety (90) day probationary period cannot request any Personal Leave Days. After the ninety (90) day probationary period is over, Personal Leave Days granted through this agreement may be used in accordance with said agreement.

#### 42. PROFESSIONAL GROWTH

A professional growth fund of \$5,000 per year will be established for classified bargaining unit members. A committee consisting of two OAPSE members, appointed by the President, and one administrator will administer the program.

The committee will meet monthly to discuss and consider approval of payment(s) for class fees and to make modifications for the program, including attendance of workshops outside their normal work hours/calendar through this fund.

#### 43. PROFESSIONAL MEETING DAYS

OAPSE, Local 320, shall receive two hundred forty (240) hours per calendar year to attend to union business, as approved by the OAPSE Local 320 Executive Committee. The bargaining unit member shall submit to the Superintendent, on the absence form provided, the amount of time used to attend to union business.

The bargaining unit member's direct supervisor will decide which meeting the bargaining unit member is required or directed to attend, and in those situations, the bargaining unit member will be paid for the hours in attendance at the meeting. Purchase orders must be acquired prior to attendance at the meeting/training. Suggested guidelines for meal allowances are:

Breakfast	\$5.00
Lunch	\$8.00
Dinner	\$15.00

Receipts are required for all meals.



When a bargaining unit member(s) attend an out of district meeting/training, he/she will be paid for that day's total scheduled work hours or the length of the meeting/training (whichever is greater) and the round-trip travel time. Travel time will be based on mileage at of an average of 50 mph.

When a bargaining unit member is assigned to accompany a student to camp the bargaining unit member will receive regular pay for the normal work/school day plus \$75.00 per night.

District In-service Day – Bargaining unit members will refer to their individualized work calendar to see if they are to attend/work the District In-service Day. Those bargaining unit members whose calendar reflects they do not attend/work the District In-service Day and the administrator deems it necessary for them to attend the District In-service Day, the bargaining unit member will receive a memo requesting attendance ten (10) working days before the District In-service Day. The bargaining unit member is expected to attend, under extenuating circumstances, a request in writing waiving this requirement may be submitted to the Superintendent. The Superintendent will respond within ten (10) working days after receiving the request indicating his/her final decision.

#### 44. PUPIL DISCIPLINE

When a conference involving the parents, students, or supervisor is called, the bargaining unit member's presence may be necessary. The supervisor will notify the bargaining unit member in advance of the meeting. A complete student discipline procedure is in the current Oregon City Schools' Policy Manual.

The bargaining unit member will be paid their rate of pay if they are required to attend a conference.

A classified bargaining unit member will be on the playground to assist the regular playground teacher during noon recess. All attempts will be made to maintain a ratio of students to bargaining unit members 75 to 1.

#### 45. PUBLIC RELATIONS

The officers and members of OAPSE Local 320 acknowledge individual and organizational responsibility to work for and support the administration and the Board of Education in their efforts to provide the highest quality of services possible.

#### 46. REASONABLE ACCOMMODATIONS

Following this agreement with the OAPSE Local 320 and in accordance with state and federal law, the Board may transfer a bargaining unit member in order to provide reasonable accommodation(s) to the disabled bargaining unit member.

#### 47. RETIRE-REHIRE

The Oregon Board of Education is under no obligation to employ any retired classified staff member and, further, there is no expectation of continued employment or re-employment when a bargaining unit member retires from the Oregon City School District. The Superintendent/designee shall inform the bargaining unit member in writing whether or not they will recommend rehiring the bargaining unit member to the Board of Education.

The Oregon Board of Education agrees to provide a Retire/Rehire Program under all statutory requirements to the bargaining unit members who meet the eligibility provisions. This language supersedes O.R.C. 3319.081.

1. Qualification Requirement – In order to be eligible for the Retire/Rehire Program, the individual OAPSE member must meet the following criteria:
  - a. Be a member of OAPSE Local 320 in good standing at the time of application and effective date of participation in the program;
  - b. A unit member choosing to participate in this program shall notify the Director of Business Affairs in writing of their intent to participate in the Retire/Rehire Program;
  - c. The unit member must officially retire no later than June 30 of the retirement year; and
  - d. The rehired unit member will return after the 60<sup>th</sup> day of retirement. Until then said position will be filled under the Upgrade section of the negotiated contract or with a substitute.
2. All working conditions and benefits shall be consistent with the other unit members of the local. The salary of the re-employed retiree shall be established at seventy-five (75%) of the top step of the respective classification of the current salary schedule(s). The member shall not advance from said step at any point during rehire. The unit member will be eligible for any negotiated pay increase until final separation from Oregon City Schools.
3. For purposes of seniority – the unit member will not retain/maintain their district seniority in effect prior to entering the Retire/Rehire Program. Longevity will be forfeited to those unit members participating.
4. Days for sick leave will be accumulated at 15 days per year. Any days not used at final separation from the Oregon City Schools will be forfeited. Up to 2 days may be placed/donated towards the sick leave pool.
5. The rehired unit member shall have a maximum 2-year employment opportunity.
6. Bargaining unit members in this program will be first to be RIF'd (Reduction In Force) if a RIF is implemented.

7. The following order will be utilized to fill vacancies:
  - a. Non-Retire/Rehire unit members who are RIF'd; then
  - b. Retire/Rehire unit members who are RIF'd.
  - c. Retire/Rehire RIF'd unit members will be treated as substitutes in regards to all benefits and entitlements.
  
8. The unit member shall be entitled to receive severance pay consistent with the following terms:
  - a. Participants will receive their maximum allowable severance days at retirement. The rate will be determined by the hourly rate of pay at retirement. The severance shall be directed to the Board sponsored employer 403b or 457 program, currently with AIG.
  - b. In the event of the death of a unit member participating in the Retire/Rehire Program, the Board will pay the amount due to the surviving spouse, if any, or in the absence of a spouse, to the deceased unit member's estate.
  - c. Disbursement will be after final separation within 60 days.
  - d. Rehired unit members shall not be able to re-establish severance status.
  
9. Individuals who wish to participate in the program will be required by the Board to waive any claims under the Age Discrimination In Employment Act, to the extent that this program may impact on rights protected by the Age Discrimination In Employment Act, as a condition of participation.
  
10. The Board has not made any representations to any bargaining unit member as to his/her eligibility for retirement or level of benefits under any such state retirement system. Any bargaining unit member acknowledges he/she will rely upon his/her own advisors as to any retirement eligibility and level of benefits under any state retirement system. The Board shall not be liable in any manner whatsoever for any inaccuracy or misinformation provided to the unit member by such advisors, including but not limited to information provided by SERS.
  
11. Entering this bargaining agreement, no bargaining unit members are grandfathered or protected under the old language, which expired June 30, 2016.

#### 48. RETIREMENT/SERS PICK UP

All classified bargaining unit members participate in the benefits of Ohio School Employees' Retirement System. The state required amount will be deducted from each bargaining unit member's gross salary as contribution to SERS. This has the effect of reducing the bargaining unit member's taxable gross income for federal and state income. The Oregon Board of Education will contribute the state required amount of the gross wage.

49. SALARY SCHEDULE

OREGON CITY SCHOOLS SALARY SCHEDULE  
 CLASSIFIED BARGAINING UNIT MEMBERS – 7/1/2019-6/30/2020

CLASSIFICATION	0	1	2	3	4
A. Maintenance, Bus Mechanic Groundskeeper	20.41	21.03	21.83	22.56	23.85
B. Custodian	18.28	18.79	19.45	20.13	21.18
C. Head Cook	16.55	17.48	18.28	18.92	20.24
D. Cafeteria Helper	15.53	15.79	16.60	17.26	17.77
E. Accounting	19.33	19.94	20.74	21.60	22.75
F. Secretary	18.28	18.79	19.45	20.13	21.18
G. Receptionist	17.58	18.09	18.75	19.43	20.48
H. Librarian	17.89	18.17	18.54	18.90	19.98
I. Librarian - BA Degree\ Nurse	20.76	21.15	21.54	21.96	22.95
J. Paraprofessional	15.73	15.99	16.80	17.46	17.97
K. EMIS	17.18	17.43	18.23	18.91	19.40
L. Bus Driver	20.63	21.35	22.52	0.00	0.00
Extra Trips	16.66	0.00	0.00	0.00	0.00
M. Monitor	15.53	15.79	16.60	17.26	17.77
N. Assistant to the Treasurer	18.54	19.08	19.77	20.48	21.57

**OREGON CITY SCHOOLS SALARY SCHEDULE  
CLASSIFIED BARGAINING UNIT MEMBERS – 7/1/2020-6/30/2021**

Classification	0	1	2	3	4
A. Maintenance, Bus Mechanic, Groundskeeper	20.99	21.63	22.45	23.20	24.53
B. Custodian	18.80	19.33	20.01	20.70	21.78
C. Head Cook	17.02	17.98	18.80	19.46	20.82
D. Cafeteria Helper	15.97	16.24	17.07	17.75	18.28
E. Accounting	19.88	20.51	21.33	22.22	23.40
F. Secretary	18.80	19.33	20.01	20.70	21.78
G. Receptionist	18.10	18.63	19.31	20.00	21.08
H. Librarian	18.40	18.69	19.07	19.44	20.55
I. Librarian - BA Degree\ Nurse	21.35	21.76	22.15	22.59	23.61
J. Paraprofessional	16.18	16.44	17.27	17.95	18.47
K. EMIS	17.67	17.92	18.75	19.45	19.95
L. Bus Driver	21.21	21.96	23.16	0.00	0.00
Extra Trips	17.14	0.00	0.00	0.00	0.00
M. Monitor	15.98	16.24	17.07	17.76	18.27
N. Assistant to the Treasurer	19.07	19.63	20.34	21.06	22.19

**OREGON CITY SCHOOLS SALARY SCHEDULE  
CLASSIFIED BARGAINING UNIT MEMBERS – 7/1/2021-6/30/2022**

Classification	0	1	2	3	4
A. Maintenance, Bus Mechanic, Groundskeeper	21.57	22.23	23.07	23.84	25.20
B. Custodian	19.32	19.86	20.56	21.27	22.38
C. Head Cook	17.49	18.47	19.32	20.00	21.39
D. Cafeteria Helper	16.41	16.69	17.54	18.24	18.78
E. Accounting	20.43	21.07	21.92	22.83	24.04
F. Secretary	19.32	19.86	20.56	21.27	22.38
G. Receptionist	18.62	19.16	19.86	20.57	21.68
H. Librarian	18.91	19.20	19.59	19.97	21.12
I. Librarian - BA Degree\ Nurse	21.93	22.35	22.76	23.21	24.25
J. Paraprofessional	16.62	16.89	17.74	18.44	18.97
K. EMIS	18.15	18.42	19.27	19.98	20.50
L. Bus Driver	21.80	22.57	23.79	0.00	0.00
Extra Trips	17.61	0.00	0.00	0.00	0.00
M. Monitor	16.42	16.69	17.54	18.24	18.78
N. Assistant to the Treasurer	19.59	20.17	20.90	21.64	22.80

The administration has the option to recognize additional responsibility and add an annual stipend ranging from five (5) cents to twenty-five (25) cents per hour. Shift differential of fifteen cents (\$.15) will be paid to all bargaining unit members who work eighty percent (80%) of their bid work hours after 3:00 p.m. Special needs routes/shuttles drivers/monitors will be paid an additional fifteen cents (\$.15) per hour.

\*Library Department: All bargaining unit members, as of 7/1/04, accepting a position in the Library Department will be paid at the rate of Librarian (I).

- A. Upgrade in Department - When a bargaining unit member accepts an upgrade within his/her department, he/she shall receive the higher regular rate of pay.
- B. Upgrade by Administrator/Supervisor Request - The Board agrees that when a qualified bargaining unit member upgrades by building seniority (upgrading for the purpose of this section is defined as when an OAPSE bargaining unit member leaves their regular position to go to a different department at the request of the administrator/supervisor or their designee), such bargaining unit member shall receive the rate of pay at step 0 of that classification or their regular position pay, whichever is the higher rate of pay. Once a bargaining unit member has been upgraded, a substitute will be called to cover the vacant position.
- C. Substituting - When an OAPSE member is asked to be a substitute (as additional work for the bargaining unit member) in a different classification, the pay will be at Step 0 of the lowest classification in the system. (i.e. Summer Employment.)

Supplemental Positions: Any positions/jobs not covered by this agreement offered by the Oregon Board of Education (i.e., athletic ticket takers, scorekeepers, etc.), will be paid the hourly rate of pay as indicated by the Oregon Board of Education and this does not qualify the classified bargaining unit member for overtime pay.

## 50. SECONDARY POSITIONS

Classified bargaining unit members may bid on secondary position(s) per the following:

- A. Secondary position(s) cannot interfere with the primary position (cannot overlap hours);
- B. Hours of combined position(s) may not total more than eight (8) hours per day;
- C. Those bids which stipulate that you must move up are excluded from bidding secondary position(s).
- D. On days that there are delays (i.e. weather, two (2) hour teacher meeting, exam schedule or due to any other reason):
  - 1. Said bargaining unit member will only report to their primary position and a substitute will be called in for the secondary position(s).
  - 2. Working arrangements will be at the supervisor's discretion.
  - 3. If more than one secondary position(s) is held and the delay does not interfere with the allotted hours for additional secondary position(s), it may be worked only if it does not interfere with primary position.
- E. Secondary positions cannot be vacated for the purpose of gaining additional hours.

- F. Said secondary position will be filled in accordance to the Seniority Bid Procedure of Local 320 agreement.

## 51. SENIORITY

- A. System-Wide Seniority – System-wide seniority is defined as the length of continuous employment with the Oregon Board of Education. The date of hire as a regular employee shall be considered the date listed in the Board of Education meeting minutes.

- 1. System-wide seniority is defined as the length of continuous employment with the Board as computed from the employee’s earliest continuous date of hire. In the event two or more employees have the same date of hire, their order of seniority will be determined as follows:

- a. The first work day on the job as stated in the Board Agenda as a permanent employee.

- 2. System-wide seniority shall be used to calculate longevity pay, earned vacation days, retirement pay, severance pay and single/primary position seniority.

- B. Job Classification Seniority (for bargaining unit members with 2 or more positions)

Job classification seniority is defined as the length of continuous employment in a particular job classification as computed from the bargaining unit member’s most recent day of entry into such job classification. Job classification seniority shall be used to bid job openings within a particular classification area of seniority and to determine layoffs and recall.

Bargaining unit members may change their primary position classification once per school year by October 1<sup>st</sup>. This must be done in a letter to the Administrative Assistant and Classified Payroll Clerk.

- C. Same Job Classification (for bargaining unit members with 2 or more positions)

If both positions are within the same job classification, position number 2 would maintain the same contract status, salary schedule, experience step and application date.

- D. System wide seniority will be frozen in the event bargaining unit member is on extended unpaid leave of absence of over one calendar year.

- E. Equal Seniority – A tie in seniority shall occur when two or more bargaining unit members have the same date of seniority. Seniority will be determined by drawing names out of a “hat” with the affected bargaining unit members, OAPSE Local 320 representative, and Administrative Assistant, or his/her designee, present. The seniority will be ranked as the names are drawn.



## 52. SENIORITY BID PROCEDURE

The following will be the procedure for posting of a position of either when a vacancy occurs or a position is increased or decreased by more than thirty (30) minutes:

- A. When a vacancy occurs, and the Board determines to fill the position, it shall be posted electronically within 20 working days in a conspicuous place in all work locations for a period of five (5) working days. Bid will include scheduled working hours and number of work days.
- B. If the vacancy occurs during summer break (June 1 through August 1), for positions less than 12 months, the electronic posting shall be for a period of five (5) working days. The posting shall be made electronically unless bargaining unit member provides prior notice by the last student school day requesting a postcard be sent. That notice requesting a postcard must be renewed annually. A copy of the postings will be sent to the Local 320 officers.
- C. Any bargaining unit member may request the vacant position in writing as per the bid notice to the Office of Business Affairs and a copy to the Local 320 President.

After a bargaining unit member is given a position different from their previous position, they will retain their system-wide seniority.

In selecting a bargaining unit member for the vacant position, the Board shall use the following procedure:

1. The vacant position shall be offered first to bargaining unit members within the present classification.
2. If more than one bargaining unit member within the same classification bids the position in writing, the bargaining unit member with the highest classification seniority shall be awarded the position.
3. If the vacant position is not filled by a bargaining unit member within the classification, it shall then be offered by system-wide seniority to the bargaining unit member, if qualified, within the department.
4. If the vacant position is not filled by a bargaining unit member within the department, it shall then be offered by system seniority to the bargaining unit members, if qualified, within the bargaining unit.

Successful bidder will be placed in the new position within 10 working days of being awarded the new position unless there is a negative impact to district operations, students or employee is too great; at which point a mutual agreement between the OAPSE President and Administration will be established and the successful bidder will not be harmed in any way.

5. If a bargaining unit member is not selected through the above process, the Board may fill the position with a newly hired bargaining unit member from outside the system.

6. Supervisory positions will be posted in the form of notification to bargaining unit members of vacancy and intent to fill the position. Interested and qualified bargaining unit members will be considered and interviewed prior to outside candidates.
7. A ten (10) working day trial period will be in effect when accepting a promotion or transferring to a different position. At the end of the ten (10) working day period, the bargaining unit member/employer will have the option of returning or being returned to his/her former position. During the ten (10) day trial period, the bargaining unit member has no bidding rights.

If bargaining unit member or employer decides to stay in new position or to return the bargaining unit member to his/her former position before 10-day trial period is up, the vacated position may be put up for bid starting with the 6<sup>th</sup> day of the 10-day trial period.

Only calamity days will extend the 10-day trial period.

8. Bargaining unit members going to a new department will be placed at the step they are at as long as it does not exceed Step 3, until the start of the next fiscal year, July 1.
9. All bargaining unit members awarded a bid shall be notified within five (5) working days of their successful bid.

If first successful bidder does not accept the position, the next successful bidder shall be notified within five (5) working days, and so forth. Non-successful bidders will be notified within five (5) working days of the person accepting position.

- C. If a new student who requires paraprofessional services comes into the district, the position will be bid on the date services are determined to be required.
- D. The following procedure will be used when a Paraprofessional position becomes available during the school year. The Administration shall have 20 days to post the vacant position. During the initial 20 days, Administration will be contacting each Paraprofessional via email/memo asking if anyone is interested in the vacancy. Paraprofessionals will have three workdays to inform the Administration as to whether he/she is interested in the vacancy. The Superintendent/designee will determine the placement of the Paraprofessional with the best interest of the student in mind. If more than one Paraprofessional expresses interest, the Paraprofessional the Administration feels is best fit will be awarded the vacancy. This may open another vacancy in which this procedure will be followed for all subsequent openings.

The Superintendent has the ability to transfer secretarial position/locations in the event of extenuating circumstances to meet the needs of the District. The transferred secretary's total compensation (pay and/or hours) and benefits will not be reduced as a result of the transfer. However, any transferred secretary shall have the right to a meeting with the Superintendent to discuss the reason for the transfer. The OAPSE President or designee

shall make him/herself available to attend this meeting upon request of either the secretary or the Superintendent.

This procedure will not be used to circumvent any provision in the current bargaining agreement.

- F. 1. Departments shall be listed below in G.
- 2. Classifications shall be listed in the Salary Schedule.
- G. If reduction of personnel becomes necessary, system-wide seniority shall be the dominant factor within each of the following departments (said qualified personnel can go to any position that has less seniority in department):

- |                    |                                 |
|--------------------|---------------------------------|
| 1. Boiler Operator | 7. Monitor                      |
| 2. Custodial       | 8. Paraprofessional – see below |
| 3. Food Service    | 9. Pupil Transportation         |
| 4. Library         | 10. Secretarial/Accounting      |
| 5. Maintenance     | 11. Receptionist                |
| 6. Mechanic        |                                 |

A bargaining unit member for whom a position is not available within the department shall be considered for any other position(s) in which the bargaining unit member has previously served. Seniority shall include time accrued in an equal or higher classification assignment at the time of reduction and time previously accrued in the department being considered. This will begin first with the highest classification in which the bargaining unit member has previously served.

Bargaining unit members whom are adversely affected (monetarily) through reduction of time can request to bump within the same department. However, hours must be equal or better of that which is being reduced. The open position will be filled by the bumped employee who, then, cannot bump to a position with more time than the open position. No ten (10) day trial period. During this process, employees will remain at regular pay.

**Paraprofessional RIF/Bump:**

Paraprofessional will be maintained for the remainder of the school year if the student(s) is moved, transferred, relocated or if IEP is changed for any reason. The paraprofessional's services can be utilized anywhere in the district where additional paraprofessional services may be needed. Any change regarding assignment, location, or start time will be given in a timely manner.

At the end of school calendar the RIF/bump will be implemented.

- H. Any classified bargaining unit member who loses his or her position due solely to a reduction in force, said personnel will be notified in writing within five (5) working days

that such decision has been made and will be eligible for re-employment for a period of two (2) years and, if reinstated, will be credited with system-wide seniority as earned prior to the layoff. Any bargaining unit member who declines reinstatement shall be removed from the reinstatement name list.

All job postings/bids will be mailed to those who have lost their position due to a reduction in force for two (2) years.

- I. Classified bargaining unit members will have the rights to insurance under COBRA.
- J. System-wide seniority shall be defined as in section number 50. Seniority.
- K. If for any reason there is a reduction in force, positions included will receive as much notice as possible to help prepare the bargaining unit member(s) for the adjustment in loss of income and prepare for future employment.

### 53. SENIORITY LIST

A seniority list of all bargaining unit members will be distributed to all bargaining unit members by October 15 of each year and will include hours for longevity pay.

### 54. SEVERANCE PAY

Retirement shall be defined to mean actual retirement and eligibility for retirement benefits under the School Employees Retirement System. The rate of pay shall be the daily rate of pay at retirement. Accumulated sick leave may be used as severance pay not to exceed the days and the percentages listed below:

<u>Year</u>	<u>Maximum % for Severance</u>	<u>Maximum Days of Severance</u>
Before 7/1/2010	50.0	150
As of 7/1/2010	50.0	100

Upon the death of a bargaining unit member, the Board will pay an amount equal to the bargaining unit member's severance at the time of death. This will be paid to the family or estate.

The District shall compensate all former and current OAPSE bargaining unit members who left the District during the current CBA and were paid severance in a different manner such that they receive compensation at their applicable rate of pay for all accrued and unused vacation leave to their credit as of July 1, as well as the prorated portion of their earned but unused vacation leave for the following school year in which they retired without regard to whether the bargaining unit member worked through June 30 of that school year.

The District shall compensate all former and current OAPSE bargaining unit members who left the District during the current CBA and were paid severance in a different manner such that they

receive their earned longevity payment regardless of whether they were employed with the District in December when the payment was issued.

## 55. SICK LEAVE

Classified bargaining unit members agree to take leaves of absence including sick leave only for legitimate reasons and with advance notice when possible.

- A. Sick leave accumulation is unlimited.
- B. Each bargaining unit member upon entering service with the school district is entitled to 5 days leave chargeable to sick leave earned during the following year.

Bargaining unit members who work 5 ¼ hours or more may use Sick Leave in ¼ day increments.

Bargaining unit members who work 3 ¼ to 5 hours may use Sick Leave in ½ day increments.

Bargaining unit members who work 3 hours or less must use Sick Leave in full day increments.

Sick leave will be rounded up or down appropriately.

- C. Sick leave will be granted upon the approval of the responsible administrative officer for absence due to the following:
  - 1. Personal illnesses or injury. After four (4) consecutive days a doctor's excuse from work is required.
  - 2. Quarantine.
  - 3. Serious health condition ("a serious health condition" mean an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care (i.e., an overnight stay), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or, 2) "continuing treatment" by a health care provider which includes any period of incapacity) in the immediate family up to 20 days for any one occurrence. (Note: Immediate family shall be defined as father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or anyone living in the same household and living in such relationship.)  
Bereavement Leave: Bargaining unit members shall be granted leave (per incident) due to the death of a member of the immediate family (as noted). The first three (3) days of leave shall be paid funeral leave. Any further days may be charged to any other leaves available.
  - 4. Sick leave day(s) may be used for a death in the immediate family per the following: (See above for definition of immediate family plus include aunt, uncle, niece, nephew or cousin)

- a. Ten (10) days for spouse;
- b. Five (5) days for father, mother, children, daughter-in-law, son-in-law, and grandchildren;
- c. Three (3) days for sister, brother, father-in-law, mother-in-law, grandparents, aunt, uncle, niece, nephew or cousin;
- d. One (1) day for a relative not in the immediate family or close friend.
- e. If the death of a relative described in “b, c or d” above occurs in another city which requires the greater part of a day to reach, an absence of 2 extra days may be charged to sick leave without a reduction in regular pay.

Bargaining unit members who have less than ten (10) days accumulated sick leave at the beginning of a school year are entitled to fifteen (15) additional days of prorated sick leave chargeable to sick leave earned during the remainder of the year.

In accordance with the Revised Code an employee transferring from another school district or other public agency in Ohio to the Oregon School District will be credited the unused balance of sick leave credit accumulated under the former employment.

Whenever sick leave is used by a classified bargaining unit member, the bargaining unit member has the responsibility of completing the Classified Bargaining unit member Absence Data Record upon returning to his or her assignment and will attach them to his/her time sheet. Bargaining unit members must call in by 3:00 p.m. when on extended sick leave if they are planning on returning to work.

Abuse of Sick Leave is subject to discipline and may be investigated (i.e., reoccurring or repetitive use [i.e., Mondays/Fridays, before/after holiday(s)], reasonable suspicion, etc.).

All bargaining unit members on approved Sick Leave are expected to report to their administrator/supervisor any change of status in their need for a Sick Leave or in their intention to return to work in a timely manner.

Bargaining unit members who are on an approved Sick Leave may not perform work of similar nature and/or cannot perform any work during their regularly scheduled work hours for any other employer during said Sick Leave.

If a bargaining unit member fails to return to work at the conclusion of an approved Sick Leave of absence, the bargaining unit member will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request may be submitted to the Superintendent requesting bargaining unit member not be terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

D. Sick leave for maternity purposes: A female classified bargaining unit member, shall upon request, be granted maternity leave subject to the following conditions:

1. The Board of Education will pay sick leave benefit sufficient only to cover the actual period of disability resulting from the pregnancy. The period during which the female bargaining unit member is physically disabled and is physically unable to perform her duties as a result of the pregnancy will be determined by her physician. The physician will certify to the Superintendent in writing that the female bargaining unit member is physically unable to perform her duties.
2. Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the bargaining unit member and allowed during the period of such leave.
3. Standard benefits common to the bargaining unit member of the Oregon Schools shall continue to accrue to the bargaining unit member for the duration of the leave.

E. Interim Maternity Leave:

1. Any bargaining unit member whose accumulated sick leave days are insufficient to cover the period of leave as set forth in section 1 above, shall be granted an interim maternity leave without pay for the period during which the bargaining unit member is physically unable to perform her duties as determined by her physician who will certify in writing to the Superintendent, the physical disability caused by the pregnancy of the bargaining unit member.

## 56. SICK LEAVE POOL

- A. A Sick Leave Pool will be established in the Oregon City Schools for OAPSE members. The purpose of this pool shall be to provide a classified staff member a leave for catastrophic (serious) illness or injury. To be eligible, a classified staff member must have exhausted all accumulated sick leave, or other eligible leave with pay.
- B. Application to draw days from this pool shall be made on an appropriate form which will then be sent to the Sick Leave Bank Committee for consideration.
- C. Initially, a bargaining unit member may be granted up to 30 days from the sick leave pool. If, during this time, the bargaining unit member cannot return to work, then he/she may request an additional 30 days from the sick leave pool. To be eligible to draw the additional 30 days, however, the bargaining unit member must make an application for SERS disability during the initial 30-day period. If a bargaining unit member fails or refuses to make application for SERS disability within 30 days from the date of the first draw, they will lose the privilege of using the Sick Leave Bank beyond the initial 30 days. The bargaining unit member may continue to use the Sick Leave Bank until SERS disability decision is rendered or until 90 days has been used per person. If application for SERS disability is denied, the bargaining unit member may apply for an additional 20 days, after

which he/she will not be able to draw from the pool for the remainder of the year.

D. The maximum days to be carried in the pool shall be 185 days per school year or 90 per person, and each classified staff member may donate up to two days of sick leave (per year) from his/her individual sick leave accumulations. These donations are irrevocable. The Treasurer's office shall be notified in writing by OAPSE of all such donations. The donation of days to the Sick Leave Pool shall not affect the classified staff members' opportunity to receive a stipend for not using sick days.

E. Once the total accumulation in the pool drops below 100 days, the OAPSE President shall solicit additional days from classified staff members in the district, provided they have not already donated their maximum number of two days each in the current school year.

A bargaining unit member terminating employment with the Board may donate up to four (4) days of sick leave to the sick leave pool. This day (s) may be in addition to day(s) donated previously during the school year. The OAPSE President/Sick Leave Pool Committee will solicit donations. The donation may be made when the number of days in the pool is below 100 days.

F. Any misuse of this leave provision may result in disciplinary action.

G. The Sick Leave Pool Committee may require any bargaining unit member, who wishes to use the pool, to furnish reasonable evidence or a statement from their attending physician certifying that absence from work was required for one of the reasons set forth in this section. Abuse of sick leave may be grounds for suspension or termination of employment.

H. Sick Leave Pool Committee shall be composed as follows:

1. Nine (9) members appointed by the OAPSE President.

a. The Sick Leave Pool Committee shall review and approve or deny all applications to the Sick Leave Pool. They shall also determine the necessity for additional contributions to the pool and shall notify the OAPSE President of the need for said contributions.

b. The Sick Leave Pool Committee shall be responsible for reporting data concerning the Sick Leave Pool to the Treasurer.

c. Decision of the committee is final.

d. The committee shall review the operation of the Sick Leave Pool annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the OAPSE Local 320 and the Board.

I. General Provisions

1. Days allotted from the Sick Leave Pool will be paid at 100% of the bargaining unit



member's daily rate of pay.

2. Allotments from the Sick Leave Pool will be made only for absences under a bargaining unit member's regular work day.
3. Days may not be received from the pool for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Pool for complications arising from pregnancy or childbirth may be authorized by the Sick Leave Pool Committee.

#### 57. STATE AND FEDERAL MONIES

Any state or federal monies mandated for benefits to classified bargaining unit members shall be distributed according to accompanying legislation. If legislation regulating distribution does not exist, the advisory committee and the administration shall enter into discussion regarding distribution.

#### 58. SUB-CONTRACTING

The Board of Education recognizes OAPSE Local 320, as the primary classified work force within the school system.

The Board of Education will use the bargaining unit members to provide the normal services required to achieve operating excellence within the school system and bus trips (except in extenuating circumstances, the Superintendent will work with the OAPSE Local 320 President).

The Board of Education, however, reserves the right to sub-contract work which it feels is above and beyond normal operating requirements.

#### 59. SUMMER EMPLOYMENT

When temporary summer work (i.e., painting, grass cutters, etc.) is available, classified bargaining unit members working less than twelve (12) months shall be offered the temporary work on a system-wide seniority basis and paid at the summer help rate adopted by the Oregon Board of Education. The Oregon Board of Education reserves the right to determine that the bargaining unit member does possess the skills to perform the work assignments available.

Any summer work that would normally occur during the school year (additional custodian help in buildings) will be granted based on building/department seniority and then department/district seniority.

Non-bargaining unit employees will not be hired until all less than twelve (12) month bargaining unit members who bid the summer employment have been offered the summer position.

Summer employment position bids are to be advertised no later than 10 days prior to the last work day of the school calendar.

Regular classified bargaining unit members filling summer employment positions, which normally occur during the school year (i.e., summer school secretary, summer school custodian, snack machines, bus driver, bus monitor, etc.), will be paid at a rate equal to step 0 on the salary schedule (i.e. – a person filling a summer secretarial position would be paid at the 0 years' experience step on the secretarial salary schedule).

Temporary summer work must be posted for bid if more than 10 hours.

## 60. TEMPORARY JOB OPENINGS

- A. When a regular bargaining unit member notifies the administration that he/she will be off work for thirty (30) work days or more, his/her position only will be put up for bid to current bargaining unit members as a temporary job opening/bid within five (5) working days of notification from said bargaining unit member. This will be paid at the regular position rate. The regular bidding procedure will be followed. Bargaining unit members may only bid on a temporary job opening if it results in shift or monetary gain.

Any entitlement days or holiday pay will be based on the temporary job opening for both hours and pay, provided the day before and day after was worked in the temporary job opening.

- B. When the regular bargaining unit member returns to work, he/she will return to his/her regular job. The temporary bargaining unit member who had the job will return to his/her regular job.
- C. When filling a temporary position the bargaining unit member only has bidding rights in their regular classification/department. A bargaining unit member filling a temporary position has no bidding rights within the temporary position department unless a bid position has to be filled by system-wide seniority.

## 61. TEMPORARY POSITIONS

If a substitute is placed in a bargaining unit position for more than thirty (30) working days, the Superintendent or his/her designee shall discuss with the OAPSE Local 320 President the reasons the position is not being permanently filled. If a substitute is placed in a bargaining unit position for a period of sixty (60) working days, said position shall be posted.

A substitute will fill position of bargaining unit member who is awarded the temporary position (no domino effect).

If a substitute is assigned to a temporary position at the end of the school year, it shall be reposted at the beginning of the next school year.

## 62. TESTING

Testing will be held in March and October of each year for those areas that have been established. For other areas, as the need arises, tests will be given initially and then per March-October schedule.

## 63. UNPAID LEAVE

Classified bargaining unit members may request in writing, on the approved form, unpaid leave, however, unless approval is granted in writing by the administrative official (Superintendent or Director of Business Affairs) such leave may not be taken. Requests for leave of absences are discouraged by the Board. Failure to follow the above procedure may result in disciplinary action being taken.

Unpaid leave will not be used to extend holidays.

Personal leave days must be used before approved unpaid leave.

Classified bargaining unit members cannot bid while on unpaid leave.

System wide seniority will be frozen in the event a bargaining unit member is on extended unpaid leave of absence of over one calendar year.

Administration will respond to the request within ten (10) working days from the date of said request.

Three (3) additional unpaid leave days may be requested for a specific religious holiday/event. The request should be made, in writing, to the superintendent at least twenty (20) days prior to the leave.

If a bargaining unit member fails to return to work at the conclusion of an approved Unpaid Leave of Absence, the bargaining unit member will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request may be submitted to the Superintendent requesting bargaining unit member not be terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

### 63A. UNPAID LEAVE OF ABSENCE – EXTENDED

Classified bargaining unit members may request in writing extended unpaid leave, however, unless approval is granted in writing by the administrative official (Superintendent or Administrative Assistant) such leave may not be taken. Requests for leave of absences are discouraged by the Board. Failure to follow the above procedure may result in disciplinary action being taken.

Extended unpaid leave of absence will not be granted to work for another employer. While on an extended unpaid leave of absence, the bargaining unit member will not have the right to bid. Requests for extended unpaid leave of absences must be approved by the Board of Education. When a bargaining unit member is on an extended unpaid leave of absence for twenty (20) working days or more, he/she will pay the complete premium for benefits.

All extended unpaid leave of absences can be for up to one year excluding work related injuries (Worker's Compensation), which can be for two years.

Bargaining unit members will be terminated and benefits stopped at the end of the leave, if the bargaining unit member does not return to work.

If a classified bargaining unit member would like to return earlier than originally requested, he/she must request in writing to the Administrative Assistant of Business Affairs the desire to do so, and the Director of Business Affairs must approve it and it will be in the next Board of Education agenda/minutes.

Extended unpaid leave will not be used to extend holidays.

Administration will respond to the request within ten (10) working days from the date of said request.

#### 63B. – UNPAID LEAVE – FAMILY MEMBER

Leave may be granted without pay, for up to one (1) year, to classified bargaining unit members to care for gravely or terminally ill members of the immediate family (see Section 54 - Sick Leave for definition of immediate family). Said leave must be requested, in writing, to the superintendent. The superintendent may require written proof from the attending physician that the leave is necessary and that the member of the family is gravely or terminally ill before such a leave is granted. No increment in the salary schedule shall be recognized for such a leave. This leave will only be granted with the written approval of the superintendent. Upon return from said leave, the bargaining unit member shall return to the same position as held at the time leave was granted. Bargaining unit member has no bid rights while on leave.

#### 64. VACATION

Full time classified bargaining unit members are entitled to vacation according to the schedule below (a full time bargaining unit member is one who is in service on his or her regular assignment for not less than eleven months in each calendar year) (Ohio Revised Code 3319.084):

1 yr. through 5 yrs. – 10 days  
6 yrs. through 9 years – 14 days  
10 yrs. through 14 years – 17 days

15 yrs. through 19 years – 21 days  
20 yrs. and more – 25 days

Classified bargaining unit members may apply in writing to the proper administrative official for vacation days earned in the first year.

Vacation for the first year of employment will be prorated to July 1, and July 1 will be the anniversary date thereafter.

All vacation days must be taken in the year following the year in which it is earned; from the date of this agreement forward. NO carry over will be allowed from the previous year. All entitled classified bargaining unit members may elect to receive up to ten (10) days pay of unused vacation. Bargaining unit members must notify the classified payroll clerk, in writing, on or before June 30<sup>th</sup>. Said payment will be made in July of said year. Vacation days can only be taken in half (1/2) day and full day increments.

All vacation must be pre-approved at least five (5) working days in advance of the vacation or at the supervisor's discretion. Vacations must be scheduled and taken in such a manner so as to insure the proper functioning of the school facilities throughout the year. Bargaining unit members must have their vacation schedules approved by the building principal or their immediate supervisor.

In accordance with the Ohio Revised Code "a nonteaching school bargaining unit member is authorized to include prior service to the state or any of its political subdivisions with that of his/her present continuous employment in determining the number of weeks of paid vacation to which he/she is entitled." Both Longevity and Vacation Leave will be used in determining the length of service. Verification of prior service is the responsibility of the bargaining unit member and the verification must have the service years credit breakdown year by year. The bargaining unit member must provide to the Classified Payroll Clerk verification from the past employers by October 1<sup>st</sup>.

## 65. WORKER'S COMPENSATION

All bargaining unit members covered under this agreement are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the cause of or arising out of their employment.

An injury incurred while performing assigned responsibilities shall be filed with the injured bargaining unit member's supervisor or other designated representative. The Board agrees to continue to provide and pay their share of premiums for medical insurance in effect on said bargaining unit members at time of injury.

The bargaining unit members will be obligated to pay their share of the monthly premium.

For bidding purposes, only Worker's Compensation will be considered a paid leave.

The bargaining unit member needs to seek care and file a Worker's Compensation claim as soon as possible after the injury.

For injuries that would cause a loss in the bargaining unit member's ability to perform their job, the classified bargaining unit member shall have an option of submitting a lost time claim under Worker's Compensation or using unused sick leave, with the decision being made, under normal circumstances, within five (5) days of the injury. Classified bargaining unit members have the option to reclaim used sick leave once a Worker's Compensation claim is approved and implemented.

The Board of Education and said bargaining unit member will enter into this Wage Agreement where the Bureau of Worker's Compensation will pay disbursed funds to the Board of Education for the prorated return of said sick days used. Said agreement is grandfathered from July 1, 1998 henceforth.

## 66. Departments/Classifications

Department: Custodial

Classifications: Custodian

Department: Food Service

Classifications: Head Cook  
Cafeteria Helper

Department: Library\*

Classifications: Library  
Library – B.A. Degree

Department: Maintenance

Classification: Maintenance  
Groundskeeper  
Summer Groundskeeper

Department: Mechanic

Classification: Mechanic

Department: Monitors

Classifications: Playground  
Cafeteria  
Bus  
Crossing Guard

Department: Nurse

Classification: Nurse

Department: Paraprofessional

Classifications: Educational

Department: Pupil Transportation

Classification: Bus Driver

Department: Secretarial/Accounting

Classifications: Accounting  
Assistant to the Treasurer  
Secretary/Dispatcher  
ESIS

## 67. TRANSPORTATION

All bus drivers will receive CPI training.

### 1. BUS DRIVER QUALIFICATIONS

The Board of Education employs drivers for school buses who meet the current Ohio Department of Education, Ohio Pupil Transportation Operation and Safety Rules, physical and personnel qualifications.

### 2. BUS ROUTE BIDDING

Routes will be placed for bid within 20 working days of an opening. Once awarded a route, the driver will remain on this assignment unless one of the following occurs:

- A. new route created/deletion of route,
- B. attrition of staff,
- C. present route increased/decreased in pay 30 minutes or more,
- D. special needs routes only (includes monitor positions): increase in pay one hour, and/or
- E. all drivers must have a current physical on file and abstract in order to bid and/or bump at any time.

Any of the above will allow the bargaining unit member to bump any route below them in seniority. A bargaining unit member on paid leave will be allowed to bid. The factor used in awarding a bid will be seniority.

- F. to be eligible to bid on a route the bargaining unit member must have forty-five (45) solo hours of regular school bus driving experience.

### 2A. BIDDING - BUS SHUTTLE

Shuttles originating out of the high school will be posted and bid per the Seniority Bid Procedure. If a bus shuttle is eliminated, bumping procedure by seniority will be implemented. Shuttles originating from the elementary and middle school buildings immediately following a.m. routes will follow the field trip's bidding procedure. Other shuttles from elementary and middle school buildings will follow the Seniority Bid Procedure.

For shuttles cancelled a minimum of twenty-four (24) hours in advance, a driver will not be paid unless they report to work.



## 2B. SHUTTLE DEFINITION

Individualized pickup and delivery of student(s) from school to school, school to other site(s), or school/other site(s)/home. Some examples are carpentry routes, enrichment routes, technical school routes, school to work routes, and some special education routes.

Shuttling between schools is not considered for the purpose of field trips.

## 3. BUS ROUTE CHANGES

The Administration and OAPSE, Local 320, must mutually agree to change any staffing assignment on a route they feel necessary to insure the stability of the department as long as it insures no loss of pay to the bargaining unit member. Should a route change be necessary, the Administration and/or OAPSE, Local 320, will request a meeting to establish a mutual agreement to the route change.

## 4. BUS ROUTE RATE OF PAY

For those routes with layover time, 10 minutes daily will be used to clean and maintain their buses. For those routes where no layover time exists, they will receive 10 minutes additional daily pay to clean and maintain their buses. The drivers must do this clean-up to receive the 10 minutes clean up time.

If any school is closed on a particular school day and part of a driver's/monitor's bid run is reduced thereby, the driver/monitor shall be paid for his/her entire bid run – bargaining unit member must report to work for shift(s). This provision does not include shuttles.

All drivers shall spend ten (10) minutes daily for school bus safety inspections and each bus will be supplied with a working flashlight and holder for daily safety inspections.

## 5. BUS TRIPS

Trips will be offered to all drivers on a seniority basis. All trips will be paid at the trip rate. When a driver takes a trip, said driver is to remain at the site. Driver must perform security check of bus every hour if inside for the event or remain on the bus the entire trip. The only exception to this will be if a bargaining unit member takes a one-half hour lunch/dinner break. Secondary positions may not be vacated for the purpose of driving trips. Secondary positions do include secondary bus routes. During the first five (5) days of the school year trips that interfere with regular routes will be awarded to substitutes.

If departure time on trip changes (interferes with regular route) from the original time at which the trip was bid (does not interfere with regular route) the driver has the option of not taking the trip without forfeiting the right to bid on any future trips.

Assigned trips changed to “drop and return” will be cancelled and re-bid.

## 5A. BUS TRIPS - EXTRACURRICULAR AND ATHLETIC

These trips will be offered to all drivers on a seniority basis. All trips will be paid at the trip rate. If a driver cancels after being awarded a trip, he/she must notify the Transportation Supervisor or his/her designee. The driver will forfeit the next two (2) week's bidding on extracurricular and athletic trips, this excludes drivers who cancel because of illness and use their entitlements for their regular route. Failure to notify Transportation Supervisor or his/her designee will result in the driver forfeiting the right to bid on the trips posted for bid the following two (2) weeks from the week of the canceled trip.

A driver assigned a work day trip may call off up to two (2) times per school year without forfeiting any bidding rights on future trips.

No regular bus driver shall bid on a trip if that trip is less pay than his/her own regular bus route.

Late/emergency trips or trips received after the posting and after bidding or less than twenty-four (24) hours' notice, the trip will be assigned by seniority to drivers who do not already have an assigned trip. Once trip is assigned, driver cannot vacate or change to another trip.

## 5B. BUS TRIPS - FIELD TRIPS

Field trips will be offered to all regular drivers on a seniority basis from the building from which they drive at the trip rate. The building from which they drive, for this purpose, will be considered any building in which a driver regularly takes students to school from home or from school to home. Drivers shuttling students to a particular school in either the a.m. or p.m. can bid on field trips out of said schools, but can only exercise seniority after regular drivers out of said school. If field trips are not filled at this time, the Transportation Supervisor or his/her designee may use his/her discretion in selecting a substitute driver for the trip. If a driver cancels after being awarded a field trip, he/she must notify the Transportation Supervisor or his/her designee. The driver will forfeit the next two (2) week's bidding on field trips, this excludes drivers who cancel because of illness and use their entitlements for their regular route. Failure to notify the Transportation Supervisor or his/her designee within this time frame will result in the driver forfeiting the right to bid on the trips posted for bid the following two (2) weeks from the week of the canceled trip. No regular bus driver shall bid on a trip if that trip is less pay than his/her own regular bus route.

## 5C. BUS TRIPS - OVERNIGHT

In the event there are any overnight trips the driver shall be paid for all hours except for down time (down time is when driver is not required to be with students or bus). Driver must stay at the lodging provided to the students, lodging will be paid for by the Board of Education. The reimbursed food allowance will be limited to \$5 for breakfast, \$8 for lunch, and \$15 for dinner per day. Receipts are required for all meals.

## 6. CALENDAR

Work calendars will be based on seniority. Shuttles will follow their own calendar.

## 7. OBI (On Board Instructor)

The OBI is an important position involving the peer training of drivers. This position is an at-will position, which will require no posting. Management will appoint and remove OBI from within the current bargaining unit member drivers, if possible. Appointment will be at the Supervisor's discretion. Removal will also be at the Supervisor's discretion. OBI's may be removed without just cause. OBI's will be paid an additional \$.75 on their hourly rate during the training time.

Management may train if other drivers cannot. There will be limited bargaining unit members evaluating bargaining unit members.

## 68. WAIVER AND CONFORMITY CLAUSE

The Oregon Board of Education and OAPSE Local 320 shall acknowledge that during negotiations resulting in an agreement, each party had the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after the exercise of that right and opportunity. Further, the Oregon Board of Education and OAPSE Local 320, shall voluntarily and unqualifiedly waive, during the life of said agreement said rights and each agree that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in said agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the times the parties signed said agreement.

Except that if any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union in the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

The Agreement shall supersede the Oregon City Schools Policy Manual whenever the two are in conflict.

Agreement on the material herein contained in this booklet has been reached as of August 7, 2019 and was approved at the August 20, 2019, meeting of the Oregon Board of Education.

OREGON BOARD OF EDUCATION

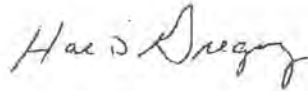
OAPSE LOCAL 320



Carol Molnar, President  
Oregon Board of Education

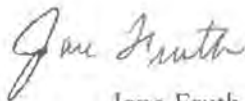


Deb Bodi, President  
OAPSE Local 320



Hal Gregory, Superintendent  
Oregon City Schools

Karen Jones, Vice President  
OAPSE Local 320



Jane Fruth  
Treasurer / CFO

Kelly Mobley  
OAPSE Field Representative

### **Additional members of the Negotiation Teams**

Dean Sandwisch  
Director of Business Affairs  
Vicki Laurell  
Food Service Supervisor  
Terry Dellinger  
Transportation Supervisor  
Jeff Zsigrai  
Facilities Supervisor

Pam Avery Ray  
Transportation Representative  
Kris Schinharl  
Paraprofessional Representative  
Ron Witt  
Maintenance Representative