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## **MASTER AGREEMENT**

**between**

**OAPSE/AFSCME Local #323**

**-and-**

**FREDERICKTOWN LOCAL SCHOOL DISTRICT BOARD  
OF EDUCATION**

**July 1, 2019**

**to**

**June 30, 2022**

*Effective July 1, 2019 through June 30, 2022***TABLE OF CONTENTS**

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### **PREAMBLE**

Recognizing that providing a high quality education for the students of the Fredericktown Local School District is the paramount aim of this District and that good morale of the classified employees is necessary for the best education of these students, we do hereby declare that:

1. The Board of Education, under law, has the final responsibility of establishing the policies for the District.
2. The Superintendent and his/her staff have the responsibility of carrying out the established policies.
3. The classified employees have the responsibility of providing the best possible auxiliary service to insure quality education in our schools.

The Board also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Union to discuss matters related to terms and conditions of employment for members of the classified staff of the District.

The Board is an equal opportunity and an equal employment opportunity institution, in compliance with Titles VI and VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination and Employment Act of 1967, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

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### **ARTICLE 1 – RECOGNITION**

- A. The Fredericktown Local School District Board of Education, (hereafter referred to as the “Board”), recognizes OAPSE/AFSCME Local #323, (hereafter referred to as the “Union”), as the sole and exclusive bargaining agent of all classified employees identified in this Article.
1. The bargaining unit shall consist of all full-time and regularly employed short-hour classified employees who work in the following classifications:

a. Cook/Cashier	e. Secretarial/Clerical
b. Bus Drivers	f. Custodial/Maintenance
c. Library Media Specialist	g. Custodial/Sweeper
d. Paraprofessionals	h. Bus Mechanic
  2. The following positions are excluded from the bargaining unit:

a. Treasurer	f. Food Service Supervisor
b. Secretary to Superintendent	g. Custodial Maintenance Coordinator
c. Assistants to the Treasurer	h. Tech Coordinator
d. Transportation Supervisor	i. Athletic Director
e. Substitute and Casual Employees	

### **ARTICLE 2 – DUES / FAIR SHARE DEDUCTION**

- A. The Board shall deduct dues from the wages of all employees who are members of the Union on the date of execution of this Agreement and whose signed dues authorization cards are submitted to the Board Treasurer. Thereafter, an employee may request dues deduction in writing via authorization card to the Treasurer.
- B. Dues deductions are continuous unless an employee revokes his/her dues deduction authorization in a written request to the Union President and to the Board Treasurer.
- C. Dues shall be deducted monthly in twenty-four (24) equal amounts. The Board will provide, upon request, a printout of those members from whom dues were deducted normally. Dues shall be transmitted after deduction to the OAPSE State Treasurer within fifteen (15) days.
- D. If the amount of dues has changed from the previous year, then by October 1 of each year the Union will notify the Board Treasurer as to the total amount to be deducted. Such notification shall be by letter signed by the Union President and/or an OAPSE Representative.

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- E. If, for any reason, the Board fails to make a deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally deducted, when the error has been called to the Board's attention in writing by the employee and/or an OAPSE Representative.
- F. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of, or by reason of, action taken by the Board in reliance upon any authorization for dues deductions submitted by an employee in accordance with this Article.
- G. The Board Treasurer, upon submission during the month of September, of a written, signed statement shall be authorized to make deductions for the Scholarship Program from the pay of employees.

### **ARTICLE 3 – NEGOTIATIONS PROCEDURE**

- A. **Subjects of Negotiations** - Negotiable issues will be all matters pertaining to wages, hours, and terms and conditions of employment.
- B. **Representation** - The Board and the Union shall each designate a bargaining team of up to six (6) members. Negotiations shall be conducted exclusively between these teams.
- C. **Negotiation Meetings**
  - 1. The parties agree to exchange, upon reasonable request, all routinely prepared information concerning issues under consideration.
  - 2. Upon the request of either party, meetings shall be recessed to permit the requesting party a reasonable period to caucus.
  - 3. It is the intent of the parties to insure the confidentiality of negotiations.
    - a. All meetings shall be held in closed session.
    - b. News releases or statements to the media shall be issued only by mutual agreement until Impasse or final agreement is reached.
    - c. Tape recorders or other electronic recording devices shall not be permitted at any meetings.
  - 4. The first meeting shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions.
  - 5. Once proposals are submitted by both parties, no new items shall be added unless mutually agreed to.

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**D. Agreement**

1. All tentative agreements reached by the parties pertaining to Articles or Sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
2. When agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Union for ratification and to the Board for approval. Once ratified by the Union, the Board shall take action within thirty (30) days following the Union's action. If approved, this Agreement shall be signed by both parties and shall become part of the official minutes of the Board. This Agreement shall be binding.
3. Any agreement reached and accepted by the Union and the Board shall supersede any contrary terms contained in any individual employment contract hereinafter in effect. All future Individual employment contracts shall be made expressly subject to terms of this Agreement.

**E. Disagreement**

If the parties are unable to reach agreement after forty-five (45) days from the first meeting, either party may declare impasse on all unresolved issue(s) and submit the issue(s) to mediation. The parties shall petition the Federal Mediation and Conciliation Service for the assignment of a mediator to assist the resolution of the impasse. Mediation shall be the final step in the dispute settlement procedure.

**F. General Provisions**

1. Upon final approval by both the Union and the Board, two (2) copies of the Agreement shall be signed by the Board President and the Union President. Both parties shall retain a signed copy which shall be binding on both parties.
2. The Board shall be responsible for typing the final Agreement. The Union shall be responsible for the duplication and distribution of the Agreement to bargaining unit employees, as well as administrative personnel and Board members.

**ARTICLE 4 – CONTRACTS**

A newly-hired employee shall serve a probationary period of ninety (90) days during which he/she may be released from employment. Any such release during the probationary period shall be non-grievable. Upon successful completion of the probationary period, the employee

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shall be issued a contract for the remainder of that school year inclusive of the time spent on probationary status. If the employee's first work day for the District occurred on or after July 1, 2019 and the employee's contract is renewed, the duration of the new contract (and each of the following two (2) contracts if the employee is again renewed) shall be for a term of two (2) years. A subsequent contract, if issued upon the completion of three (3) successive 2-year contracts, shall grant the employee continuing contract status.

Notwithstanding the last two (2) sentences of the immediately preceding paragraph, if the employee was actively employed by the Board prior to July 1, 2019, then the employee's contractual status is governed by the concepts appearing in Ohio Revised Code Section 3319.08(A) and (B) as those statutory provisions appeared prior to their amendment that became effective on November 2, 2018. More specifically, if such employee's initial contract is renewed the duration of the new contract shall be for a term of two (2) years, and a subsequent contract, if issued, shall grant the employee continuing contract status.

#### **ARTICLE 5 – REDUCTION IN FORCE**

- A. The number of employees affected by a reduction in force will be kept to a minimum by not hiring replacements, insofar as practical, of those employees who retire, resign, or otherwise leave a position.
- B. Whenever the Board determines that a layoff is necessary in a job classification for lack of work, lack of funds, transfer of property, or abolishment of positions, the following procedure shall be followed:
  - 1. Thirty (30) calendar days prior to the effective date of layoff, the Superintendent shall post a listing containing the name(s), seniority level(s), and classification(s) of those employees to be laid off. Each affected employee and the Union President shall also receive written notice of layoff thirty (30) calendar days prior to date of layoff.
  - 2. Employees shall be laid off according to seniority within the classification(s) of reduction. The Board shall first release limited contract employees in reverse order of their classification seniority and then release continuing contract employees in reverse order of their classification seniority.
    - a. Classification seniority shall be defined as continuous District service within the classification calculated from the most recent appointment to the present classification.
    - b. Authorized leaves of absence do not constitute an interruption of continuous service.

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- c. In the case of identical classification seniority, the earlier date of application to the District shall determine seniority rank.
  - d. An employee being laid off who previously held and satisfactorily performed in a different bargaining unit classification may elect to displace the least senior employee in the prior classification with comparable hours provided the employee being laid off has more classification seniority in the prior position than the employee being displaced. This election must be made within ten (10) calendar days after receiving a notice of layoff. The displacing employee must be currently qualified to resume the duties of the previously held position. For purposes of this provision, "comparable hours" means either the same hours as the displacing employee has or hours that differ from the displacing employee's hours by sixty (60) minutes or less.
3. The following classifications shall be used to determine classification seniority for reductions in force:
- |                      |                             |
|----------------------|-----------------------------|
| a. Cook/Cashier      | e. Secretarial/Clerical     |
| b. Bus Drivers       | f. Custodial/Maintenance    |
| c. Mechanics         | g. Custodial/Sweeper        |
| d. Paraprofessionals | h. Library Media Specialist |
4. Laid off employees shall have recall rights to their job classification for twenty-four (24) months subsequent to the effective date of layoff.
- a. The Board shall recall employees to their job classification should vacancies arise for which he/she is qualified within the recall period according to classification seniority; i.e., inverse order of layoff.
  - b. Notice of recall shall be sent to the Union President and the employee standing highest on the classification seniority list in the classification with the vacancy. Notices shall be sent to the employee's last reported address. It is the employee's duty to report address changes to the Board Treasurer in writing.
  - c. An employee must notify the Board of his/her acceptance of the position for which he/she is recalled within fourteen (14) days after the mailing of the recall notice or he/she shall be considered to have waived his/her right to recall.
  - d. An employee, upon recall, shall assume the same seniority level and sick leave accumulation that he/she had when laid off.



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- e. If an employee is recalled to a position that has more or fewer regularly scheduled hours than the position from which the employee was laid off, the employee will have the option to refuse the position without extinguishing his/her recall right under the above provisions.
- 5. Nothing in this Article shall require the Board to fill any vacancy. The Board shall be the sole determinant of whether a vacancy exists and whether or not to fill the vacancy.
- 6. Nothing in this Article prevents an employee on layoff from applying for a vacant position; however, it is understood that if such an employee applies for and is awarded a vacant position, his/her recall right under the above provisions is thereby extinguished.

#### **ARTICLE 6 – NO STRIKE**

- A. The Union, its officers, representatives, and members shall not directly or indirectly instigate, cause, aid, encourage, condone, ratify, or sanction any strike, slow-down, “sick-out,” work stoppage, interruption, or interference of any operation(s) of the Board for the duration of this Agreement.
- B. Any employee(s) who violate(s) this Article may be subject to disciplinary action up to and including termination of employment.
- C. The Board shall not lockout the bargaining unit employees during the duration of this Agreement.

#### **ARTICLE 7 – CONTRARY TO LAW**

All items in this Agreement which supersede applicable State law and which may be permissible to do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this Article. Should any clause of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that clause of the Agreement shall be rendered void, but the remainder of the Agreement shall remain in full force and effect.

#### **ARTICLE 8 – MANAGEMENT RIGHTS**

- A. The Board hereby retains and reserves, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Ohio and the United States.

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- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in correction therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Ohio, and the rules and regulations promulgated by the Ohio State Board of Education, and the constitution and laws of the United States.

### **ARTICLE 9 – HOURLY WAGE NOTICE**

- A. The Board shall notify each employee annually prior to August 1 of the hourly wage to be paid to said employee. It is the duty of each employee to report address changes to the Board Treasurer in writing.

### **ARTICLE 10 – NO DISCRIMINATION**

No employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of race, national origin, religion, or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

### **ARTICLE 11 – TRANSFERS AND PROMOTIONS**

- A. The Board shall be the sole determiner of job vacancies covered by this Agreement and whether those vacancies will be filled. When a vacancy occurs, including retirement of an employee, the position shall be filled per the bidding process or such position will be eliminated.
- B. When the Board fills a vacancy, it shall electronically post the position(s) on the District's website for five (5) working days. The posting shall include the job description, qualifications, location, hours, and rate of pay. The posting requirement may also be waived, due to other situations, with the consent of the Union President.
- C. During the posting period, current employees within the classification of the vacancy may apply for the posted job. Employees whose abilities and qualifications, including professionalism, meet the necessary requirements for the position will be given first consideration. Where ability and qualifications to perform the job, including professionalism, are equal, the position will be offered to the most senior in the classification. Any employee applying for a position within their classification or other classification shall be given proper testing and assessment to determine adequate qualifications.

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- D. Any position vacancy not filled from within the classification shall be open to employees from other classifications. If a qualified applicant exists, the position shall be awarded on the basis of seniority. If no qualified applicants from the bargaining unit exist, then the position may be filled with outside applicants. An employee who has applied for the vacancy shall be notified in writing within four (4) weeks after the posting period if they have been awarded the position.
- E. A current employee who successfully bids on a vacancy shall be allowed a trial period, if necessary. This trial period shall not exceed twenty (20) working days. If, during this trial period the employee cannot fill the position satisfactorily, or if the employee rejects the position, he/she shall be able to return to his/her former job. The Board may employ a substitute or temporarily fill the opening created by the transfer/promotion of the current employee until the end of the trial period. Any promotions or employee bid for changes in position to another position within classification or outside classification would be by mutual agreement between the employee and Administration
- F. Seniority shall be calculated from the employee's last date of hire by the Board. Should seniority dates be identical, the tie shall be broken by date of application, then by lot.
- G. During the twenty (20) day trial period, the employee shall not lose seniority in his/her previous position. Employees retained past the twenty (20) day trial period in the new position shall be credited with the trial period for the purpose of classification seniority.

### **ARTICLE 12 – CONFERENCE COMMITTEE**

- A. The Superintendent (or designee) and the Union agree to establish a Conference Committee to confer on issues of mutual concern.

The purpose of the Committee shall be to aid in communications. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussion held by this Committee shall not be construed as negotiations or as an official decision-making process. The discussions of this Committee shall not result in modifications or additions to this Agreement, but may result in a memorandum of agreement on issues other than those included in this Agreement.

- B. This Committee shall consist of representatives of both the Union and the Board.

The Superintendent will designate two (2) members of the Administration to serve on the Committee. The Union President will designate no more than one (1) member from each classification to serve on the Committee. The Superintendent (or designee) will chair the Committee.

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- C. Either party can request a meeting of the Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up shall be limited to those included in the agenda.
- D. The meeting shall be held at times and places mutually agreed upon.
- E. A joint statement prepared and agreed to by the Union representatives and the Board representatives may be made at the conclusion of each Committee meeting. Committee reports will be sent to all concerned parties.

### **ARTICLE 13 – PERSONNEL FILES**

- A. Personnel records shall be maintained for all employees by the Administration. Each employee shall have the right to review the contents of his/her own file and a Union representative will be permitted, at the employee's request, to accompany the employee in such review, provided that such inspections:
  - 1. Are scheduled in advance;
  - 2. Do not interfere with assigned responsibilities of the employee;
  - 3. Are in the presence of the Superintendent (or designee);
  - 4. Are limited to one (1) per day; and
  - 5. Are limited to those materials not excluded by law.
- B. No item may be removed from the file by the employee; however, each employee may receive one (1) copy of the inspected information at the posted rate for copies.
- C. The Board shall protect the confidentiality of personnel files to the fullest extent of applicable law. At no time and under no circumstances shall an employee's confidential personnel file be opened to the public or any part of its contents be revealed, conveyed, or in any manner transmitted to the public or members of the news media by the Board, until the employee has been notified of the request to view the file and has been given a reasonable opportunity to be present when the file is opened.
- D. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record.
- E. Employees shall have the right to respond to any document in their file. Such a response shall be written or typed on a single sheet of paper and attached to the relevant document.

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- F. Employees shall have the right to inspect derogatory material and attach a response prior to such material being placed in the employee's file.

### **ARTICLE 14 – UNION RIGHTS**

- A. The Board grants the Union the following organizational rights:
1. To use the facilities of any building for meetings, upon the approval of the appropriate building administrator provided that any such meeting shall not interfere or compete with any other authorized activity in the building. Building use shall be without fee. The Union shall not use school facilities at a time when employees are not regularly scheduled to work unless:
    - a. The Union reimburses the Board for the employee(s) wages; or
    - b. The employee(s) waive their wages for that period, in writing, prior to working that time. Employees scheduled to work may attend Union meetings provided they have been granted release time which shall be made up at the end of the shift.
  2. To use Board-owned equipment upon approval of the appropriate building administrator. The equipment shall include computers, fax machines, email, calculators, photocopy, and audio-visual equipment. Usage of this equipment shall only be approved for use at times which do not interfere with the operation of the school system. Any expendable supplies shall be supplied by the Union.
  3. To use the inter-school mail system in the school's offices to distribute Union bulletins, newsletters, or other circulars.
  4. To use a reasonable space on the bulletin boards in teacher lounges or workrooms to disseminate information to members.
  5. To use telephones in any building on non-working time to carry out Union business. The Union shall reimburse the Board for any fees or toll call charges within fifteen (15) days of invoice by the Board Treasurer.
  6. To call meetings of Union members within the building, but not on working hours unless authorized otherwise by the Administration.
  7. To allow or permit the Union President (or designee) to visit schools provided that:

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- a. The President/designee has received permission from his/her appropriate administrator/supervisor for release time which shall be made up later or is on non-working time;
- b. The President/designee notifies the appropriate building administrator of his/her presence in the building;
- c. Any employee with whom the President/designee wishes to speak has been granted release time which shall be made up later or is on non-working time.

Violations of this provision may be subject to disciplinary action.

B. The Union shall be provided:

1. Copies of all Board agenda and, upon specific request to the Superintendent by the Union President, Board minutes and financial reports.
2. Copies of the appropriations and budget forms, upon request, as soon as it is possible after such forms are filed with the agency required by law;
3. Copies of other data or documents upon specific request, provided that said information does not require additional Board preparation and is not excluded by law.

C. The Union shall not conduct business during an employee's working hours. However, if the Administration requires an employee to attend a hearing or meeting, he/she shall be granted release time which shall be counted as "hours worked" for payroll purposes.

D. The Board shall allow the Union President (or designee) to attend the bi-annual OAPSE Convention. This leave shall be at the regular rate of pay for the work days required to attend to a maximum of three (3) work days.

The President must notify the Superintendent at least two (2) weeks in advance as to the date of the convention and which employee is attending.

A second employee may attend the Convention on unpaid time (or personal leave or vacation time, if available).

E. Every effort will be made to discuss in executive session any complaint brought to the Board regarding an employee that relates to employment duties. However, the Board shall not be responsible for a third party's non-compliance.

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### **ARTICLE 15 – PAY DAYS**

All employees' pay shall continue to be calculated and paid by electronic direct deposit in twenty-four (24) equal payments.

### **ARTICLE 16 – DISCIPLINE AND DISCHARGE**

- A. Disciplinary interviews and formal reprimands shall be made in private.
- B. Each employee may have a representative of his/her choice present at any disciplinary hearing or action, provided that such representation is secured within a reasonable period of time. The affected employees shall receive prior written notice of any formal disciplinary hearing or action, including reasons for the hearing or action.
- C. An employee receiving a written reprimand or notice that is of a disciplinary nature shall be given a copy. The employee will also be asked to sign the document to acknowledge that he/she has seen it. The employee's signature shall not mean that he/she necessarily agrees with the document contents. If the employee refuses to sign, such refusal shall be noted on the document, which shall then be placed in the employee's personnel file.
- D. The Board shall administer discipline in a progressive manner. Disciplinary actions up to and including a one (1) day suspension without pay shall be non-grievable, but the employee shall be given reasons for the action taken and shall have the opportunity to place a written response in his/her personnel file. Suspensions of more than one (1) day and terminations shall be grievable. The parties recognize that preliminary steps of progressive discipline may be bypassed where warranted by the severity of the offense.

### **ARTICLE 17 – GRIEVANCE PROCEDURE**

- A. **General Provisions**
  - 1. A ***grievance*** is a complaint that alleges a violation, misinterpretation, or misapplication of this Agreement.
  - 2. A ***grievance*** is an employee, or group of employees, alleging a violation, misinterpretation, or misapplication of this Agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of the group.
  - 3. A day shall be defined as a regularly scheduled work day, Monday through Friday (including the summer recess), excluding holidays.

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4. If the grievant does not file a grievance within ten (10) days from the date of occurrence of the alleged grievance, or from the time he/she should reasonably have known of the alleged grievance, the grievance shall be considered to have been waived.
  5. Any grievance not appealed from the written disposition of the Board or its representatives in any of the steps of the grievance procedure within the times and in the manner specified herein, shall be considered as having been accepted by the employee on the basis of the disposition last made and shall not be eligible for further appeal.
  6. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.
  7. Time limits within this provision shall be considered a maximum, unless mutual written agreement to extension is made.
  8. At the formal level, either party may have representation of his/her choice provided that the Union shall be allowed the opportunity to be present at any step of this procedure.
- B. Any grievance shall be discussed with the grievant's immediate supervisor or appropriate Administrator before it is filed in writing, in order to attempt to resolve the matter informally. The grievant shall indicate that the discussion will pertain to a possible grievance.
- C. **Formal Procedure**
- Step 1* If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within five (5) days after the discussion at the informal step by submitting a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the immediate supervisor or appropriate administrator. Within five (5) days after receipt of the form, the immediate supervisor or appropriate administrator shall meet with the grievant. The immediate supervisor or appropriate administrator shall write a disposition of the grievance and return a copy to the grievant within ten (10) days after such meeting.
- Step 2* If the grievant is not satisfied with the written disposition at Step 1, the grievant may appeal the grievance and request a meeting with the Superintendent/designee within five (5) days after receipt of the Step 1 written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific Section of this Agreement that has been violated and the relief sought. The meeting



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will be held within ten (10) days of the Superintendent's/designee's receipt of the appeal from Step 1. The Superintendent/designee shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant, Union President, and immediate supervisor or appropriate Administrator.

- Step 3* If the grievant is not satisfied with the written disposition at *Step 2*, within ten (10) days the grievant may appeal the grievance and request a review before the Board. The request for a review shall be made in writing through the Superintendent who shall attach all related materials and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, upon request, shall hold a hearing with the employee. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by, or on behalf of, the employee. The Board shall render a decision within thirty (30) days upon receipt of the grievance.

The Board and Union may mutually agree to waive this Step of the grievance procedure. Whether this Step is waived or not, the parties may also by mutual agreement refer the case to grievance mediation before a federal mediator assigned through the Federal Mediation and Conciliation Service.

- Step 4* If the grievant is not satisfied with the written disposition at Step 3, the Union shall have the right to appeal the dispute to an impartial arbitrator in accordance with the arbitration rules of the Federal Mediation and Conciliation Service (FMCS). Such appeal must be taken within ten (10) working days after receipt of the response from the Board by filing a notice with the Superintendent and the Union shall request a panel of seven (7) arbitrators from FMCS. Either party has the option of demanding that FMCS furnish a second panel. The arbitrator will be selected by each party alternately striking a name until a single name remains.

**D. Power of the Arbitrator**

1. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, to make a decision in case of alleged violations outlined in Article 17, Section A, 1, of this Agreement.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of this Agreement.
3. The arbitrator shall have no power to establish salary schedules or change salary schedules.

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4. The arbitrator shall have no power to decide any questions which, under this Agreement, are solely within the responsibility of management to decide. In rendering the decision, an arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this Agreement.
5. If a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union with a notification to the Administration without decision or recommendation on its merits.
6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. The decision of the arbitrator shall be binding.
7. The cost of the arbitrator and the services of FMCS shall be borne equally by both parties.
8. Any other expenses resulting from the arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses except where it is agreed that such hearing is during a witness's regular hours of employment.

## **ARTICLE 18 – LEAVE PROVISIONS**

### **A. Sick Leave**

1. Each employee shall accumulate fifteen (15) days of sick leave per year, which shall be credited at the rate of one and one-fourth (1-1/4) days per month for each month the employee is contracted to work. An employee may accumulate a maximum of two hundred forty (240) days of sick leave. A part-time employee shall continue to be credited with prorated sick leave for time actually worked, at the same rate as full-time employees, notwithstanding the formula appearing in Section 3319.141 of the Ohio Revised Code that would otherwise apply if this provision were not in effect.
2. Upon approval of the Superintendent (or designee), an employee may use sick leave for absence due to personal illness, pregnancy, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

For purposes of illness or injury, "immediate family" shall be defined as the employee's parent, spouse, child, or any dependent living in the employee's household. An employee may use five (5) days of accumulated unused sick leave each year for purposes of illness or injury of a grandparent or grandchild. Additional time may be approved in this category if the employee's absence from work is necessitated by the relative's illness or injury.

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For purposes of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, step family, in-laws bearing any of these relationships, or any dependent living in the employee's household.

- a. A written statement from a physician will be required when an employee has missed ten (10) consecutive working days for personal illness. A written statement may be required of an employee for ten (10) consecutive days of absence for reasons other than personal illness. An employee may not use sick leave while working at another job.
3. Falsification of a sick leave statement is grounds for disciplinary action up to and including termination.
4. All new employees who do not have transferable accumulated sick leave and any regular employee who has exhausted his/her accumulated sick leave shall be advanced five (5) days of sick leave each year which shall be charged against his/her subsequent sick leave accumulations.
5. Should an employee terminate employment prior to earning the above-stated five (5) days of advanced sick leave, the Board may deduct from the employee's final salary an amount equal to the number of days paid in excess of the actual sick leave earned, provided the employee has compensation due at this time.
6. An additional advancement may be applied for in a case of catastrophic illness and may be granted by the Superintendent to a maximum of fifteen (15) additional days. If the employee voluntarily leaves Board employment for any reason before days advanced under this provision are earned back, the advanced days not earned back shall be repaid to the Board.
7. An employee with an accrued balance of at least forty-five (45) sick leave days may donate a total of three (3) days of his/her sick leave per year to another employee in the bargaining unit. No fractional days may be donated. No sick leave donated under this provision shall be used to allow an employee to receive or increase severance pay or disability retirement. The Board shall have no obligation other than crediting and deducting sick leave donated by employees, and the Association shall indemnify and hold the Board harmless for any and all claims related to this provision.

**B. Personal Leave**

A maximum of three (3) days of unrestricted personal leave shall be available each school year to each employee. Personal leave will be prorated for an employee who is hired after the start of a work year or who is on approved unpaid leave for part of a work

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year, should an employee sever employment for any reason prior to the end of the work year, the employee's entitlement to personal leave for that work year will also be prorated and, if prior to the severance date, the employee has already used personal leave in excess of such prorated amount, the Board will recoup such excess cost through payroll deduction.

No reason need be given for use of personal leave days. However, the following provisions must be followed:

1. Written request, on the form herein incorporated, must be given to the supervisor for acknowledgment and to the Superintendent at least five (5) days prior to the requested date, except in emergencies. In emergency situations, the form shall be submitted as early as possible.
2. Personal leave shall be used in one-half (1/2) or one (1) day increments.
3. Approved personal leave shall be at regular pay.
4. Personal leave may not be accumulated from year to year.
5. Personal leave shall require a signed certification that the leave will not be used for seeking or engaging in gainful employment.
6. Except in special circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period.
7. Personal leave will be approved provided that all provisions of this Article have been met.
8. However, no more than five percent (5%) of any building may use personal leave on a given day except by prior agreement when a position can be covered with a substitute.
9. Fraudulent use of personal leave, as determined by the Superintendent, shall result in disciplinary action including loss of pay.
10. No more than one (1) day of personal leave may be used on or after the first Monday in May in a particular school year unless approved in advance by the Superintendent because of special circumstances.

**C. Assault Leave**

1. An employee who must be absent due to physical disability resulting from an unprovoked assault, which occurs in the course of Board employment, shall be eligible for assault leave. Full pay status (days shall not be charged to sick

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leave) under assault leave may be granted up to a maximum of the first fifty (50) days of absence beginning with the first day of leave.

2. Eligibility shall be determined describing circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless impossible to do so.
  - a. A written, signed statement describing circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victim and witnesses, and a description of the injuries sustained by each victim of the assault unless impossible to do so.
  - b. Falsification of such a statement shall be considered grounds for disciplinary action including suspension and termination.

**D. Jury Duty Leave**

1. In the event an employee is notified to appear for jury duty, he/she shall submit such notice to the Board Treasurer's office as soon as possible.
2. Time required for the employee to serve as a juror shall be release time not chargeable to either sick leave or personal leave.
3. The employee shall receive his/her regular rate of pay during the time he/she is required to serve as a juror.

**E. Leave of Absence**

1. The Superintendent may grant unpaid leave not to exceed ten (10) work days upon written application at least five (5) work days prior to the intended effective date of leave. The Board may grant unpaid leave of greater than ten (10) work days to employees. Such leaves will be considered if, at least sixty (60) days prior to the intended commencement of leave, the employee submits written application to the Superintendent except in the cases of emergency. The application shall state the reasons for the request and the expected duration of the leave. Upon proper application, the Superintendent shall make his/her recommendation to the Board. The Board shall have the sole discretion to approve or disapprove leaves as well as to determine the length that leaves will interrupt an employee's duties.

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**F. Bereavement Leave**

1. In the event of a death of an employee's immediate family, as defined by Section A.2. of this article, an employee shall be granted three (3) days of paid leave. Additional days needed will be deducted from the employee's accumulated sick leave, as provided in this article.

**ARTICLE 19 – BENEFIT REFUND PROGRAM**

The Board wishes to encourage employees to utilize personal and sick leave only when absolutely necessary. Therefore, a bonus benefit refund for no use of sick leave and/or no use of personal leave during the twelve (12) month period (July 1 through June 30) may be requested at the end of the school year period (July 1 to June 30).

If requested by an employee who works a full-time position equivalence according to the employee's job classification, a bonus benefit refund equal to Two Hundred Dollars (\$200.00) less tax and withholding deductions will be paid for: (A) non-use of sick leave, or (B) non-use of personal leave. If the employee uses neither sick leave nor personal leave, the amount received by the employee will be Four Hundred Fifty Dollars (\$450.00). Such reimbursement shall be made with the July pay of the twelve (12) month period (July 1 through June 30). Thus, an employee who uses neither sick leave nor personal leave is eligible for a total payment of Four Hundred Fifty Dollars (\$450.00) under this Article. An employee who uses no sick leave but does use personal leave will receive a total of Two Hundred Dollars (\$200.00), as will an employee who uses no personal leave but does use sick leave. Part-time employees shall receive a prorated payment in proportion to their contract terms.

**ARTICLE 20 – OVERTIME**

- A. An employee who actually works more than forty (40) hours per week shall be paid for those overtime hours at the rate of one and one-half times (1-1/2x) his/her regular rate of pay.

Holidays and calamity days shall count as time worked for the purpose of computing overtime.

- B. If driving extra trip(s) results in a driver working more than forty (40) hours per week, such overtime hours shall be paid at one and one-half times (1-1/2x) the field trip rate.
- C. Overtime hours shall be assigned as needed by the Superintendent (or designee). The Board shall rotate the assignment of overtime by seniority, provided the employee is qualified to perform the extra work. The Board reserves the right to use substitute employees in emergency situations.

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- D. All hours worked on Thanksgiving Day or Christmas Day will be paid at two times (2x) the regular hourly wage in addition to holiday pay. Employees required to work graduation or Easter Sunday will be paid at the rate of one and one-half times (1-1/2x) the regular hourly rate regardless of total hours worked that particular week.

#### **ARTICLE 21 – CALAMITY DAY**

- A. No employee is to report to work on a calamity day unless notified otherwise by his/her Supervisor or the Superintendent. Employees will be called to work based on the needs of the District, and not by seniority.
- B. Employees who do not work on a calamity day shall receive their regular rate of pay and do not have to make up those days. Thereafter, the Superintendent in consultation with the Union President may determine whether employees make up days beyond the first five (5) calamity days by performing regular job duties, special duties or participating in professional development.
- C. Supervisors will communicate equal expectations to custodians on calamity days.
- D. Employees who work on a calamity day shall receive one and one-half (1-1/2x) their regular rate of pay for all hours worked that day. Remaining contracted hours, if any, shall be paid at the employee's regular rate.

#### **ARTICLE 22 – REPORT PAY**

- A. An employee who is called to work outside of his/her regular hours shall receive a minimum of Seven Dollars (\$7.00) report pay or his/her appropriate rate of pay for all hours worked, whichever is higher.
- B. Bus drivers who report for work but whose trip is canceled without prior notice, shall receive ten dollars (\$10.00) if notice of cancellation occurs prior to departure from the bus garage and twenty dollars (\$20.00) if notice of cancellation occurs after departure from the garage.
- C. Mandatory requirements of in-service training or drug testing shall be paid at the employee's regular rate of pay for the time spent. Authorized training/in-service approved by the Superintendent or supervisor shall be paid at Step #1 rate per employee classification.

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**ARTICLE 23 – SEVERANCE PAY AT RETIREMENT**

- A. The Board shall provide severance pay under the following provisions:
  - 1. An employee with at least ten (10) years of service with the district may elect, at the time of SERS service retirement from active service with the Board, to be paid cash for the value of his/her accumulated sick leave.
  - 2. Payment will be made at the rate of twenty-eight percent (28%) of the employee's accumulated sick leave to a maximum of two hundred forty (240) days.
  - 3. Such payment shall be based on the employee's per diem rate at the time of retirement.
  - 4. Payment shall eliminate all accumulated sick leave.
  - 5. Such payment shall be made only once to any employee.
  - 6. The written request for payment shall be submitted to the Board for approval along with a declaration and request for retirement.
  - 7. An SERS pay stub shall be submitted to the Board for payment of severance.
  - 8. Except in a case of death, an employee employed as of March 1 must complete the school year in order to qualify for severance pay unless otherwise authorized by the Superintendent.

**ARTICLE 24 – HOLIDAYS**

- A. Employees shall be granted the following paid holidays:
  - 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Christmas Day
  - 4. New Year's Day
  - 5. Martin Luther King Day
  - 6. Memorial Day
- B. Ten (10) and twelve (12) month employees shall also receive:
  - 1. Good Friday
  - 2. One (1) day between the day before Christmas Day and the day before New Year's Day, to be arranged with the employee's appropriate administrator.
- C. Employees employed under a two hundred thirty-five (235) day or greater contract shall receive:



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1. Independence Day

- D. The Board will permit ten (10) and twelve (12) month employees to work flexible hours the week of Thanksgiving or work a thirty-two (32) hour three (3) day week so Friday can be covered with work hours earned, or Friday may be a vacation leave day or a non-paid or non-contracted day, or the extra day provided as holiday leave between Christmas and New Year's Day may be used on the Friday after Thanksgiving.

### **ARTICLE 25 - VACATIONS**

- A. Employees who are contracted for twelve (12) months of work shall be granted vacation with pay as follows:
1. After one (1) year of continuous service – ten (10) work days.
  2. After ten (10) years of continuous service – fifteen (15) work days.
  3. After fifteen (15) years of continuous service – twenty (20) work days.
  4. After twenty (20) years, two (2) extra days of vacation will be granted. These days must be taken during spring break or by mutual agreement between the employee and the Administration.
- B. Vacations shall normally be scheduled during those periods of the year when school is not in session (summer break, Christmas break). Employees shall notify the Administration no later than April 1 of the time period(s) which they wish to take as their vacation. The Administration shall attempt to grant vacation according to the employee's preference insofar as it is possible to do so in accordance with the staffing needs and the workload of the District. In cases of conflict, the employee with greater classification seniority shall be given preference, provided the employee has submitted his vacation schedule prior to April 1. Vacation requests received after April 1 shall be on a first come-first serve basis.
- C. Employees may not "carry over" more than one and one-half times (1.5x) their annual accumulation from one year to the next (e.g. accumulate fifteen [15] days, allowable "carry over" of twenty-two and one-half [22.5] days.).
- D. Accumulated unused vacation days may be converted at the employee's per diem rate upon SERS service retirement to a maximum of one and one-half times (1.5x) the employee's annual vacation accumulation.

### **ARTICLE 26 – BUS DRIVERS**

- A. Each driver shall be paid for all time that is spent on his/her bus including dead head, breakdown, maintenance time, and required layover time.

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- B. All routes shall be posted and bid at the August bus drivers' meeting prior to the opening of school. In an emergency situation a driver could bid a route prior to the August meeting with the permission of the Administration.
- C. If the contract time or any regular route changes by fifteen (15) minutes or more, the Union and the Superintendent shall meet to discuss the effect and the reasons for such change. The routes so affected by the changes shall be re-bid using the seniority method. Such meeting and re-bidding shall take place within thirty (30) days of the change.
- D. For the purpose of this Section, trips shall be defined as extra trips and field trips.
1. All field trips shall be offered to regular drivers before they are offered to substitutes.  
  
The Board shall notify the Union when alternate transportation is used, if paid for by an outside group (e.g., tournaments).
  2. Extra trip pay shall start at the time that the driver is required to report.
  3. Trips shall be posted insofar as practical, not to exceed three (3) weeks in advance, or less than one (1) week in advance, except in case of emergencies.
  4. Trips shall be assigned on a seniority rotation basis.
  5. Insofar as practical, trip reporting time shall be scheduled as close to the actual departing time as possible.
  6. Drivers shall be paid Fourteen Dollars (\$14.00) per hour for all hours on trips.
  7. There shall be no forced assignment of trips.
  8. If the assigned driver cancels the trip driving assignment or a new trip (not a rescheduled trip) is created less than forty-eight (48) hours in advance of the scheduled reporting time, the Administration shall assign as necessary to cover the field trip.
  9. Drivers will be paid their regular rate of field trip hours that coincide with the regular route time.
  10. The Board will pay for the required bus driver's abstract and will pay the difference between the CDL license and a regular driver's license.
  11. A field trip shall be defined as transporting nine (9) or more students for a school sponsored event. Alternate transportation arrangements for a field trip must be

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submitted to the Union President (or designee) for his/her approval or disapproval.

12. Employees will be allowed to use their regular route buses on all field trips.
13. A driver will not be required to wash his/her assigned bus at the end of the school year provided another driver or employee is willing to assume this duty.

### **ARTICLE 27 – PARAPROFESSIONALS**

- A. Education Service Center paraprofessionals will only be hired as one on one or one on two staff, as stated in students' IEP's, and as agreed upon by the district superintendent, OAPSE president, and Pupil Services director.
- B. Education Service Center employees who serve as one on one paraprofessionals may be asked to stay/go home if their only student is absent.
- C. If Reduction In Force (RIF) procedures must be in place, Education Service Center paraprofessionals must be "RIFed" before OAPSE paraprofessionals if an OAPSE paraprofessional is qualified for the RIF position. In this event, the decision about RIF will be made by the district superintendent, OAPSE president, and Pupil Services director.

### **ARTICLE 28 – INSURANCE**

#### **A. Percentage of Board Contributions Based on Hours Worked**

1. All Board payments for Insurance are prorated based on hours worked. Any employee who loses coverage provided elsewhere because of the death of a family member may enroll in the District plan immediately and the Board will make its full contribution as calculated below.
2. The Board shall base its payments for all insurance benefits according to the following full-time position equivalency chart:

	<u>Position</u>	<u>Position Hours/Day</u>
a.	Bus Drivers	4.5 hours/day
b.	Paraprofessionals	6.0 hours/day
c.	Cafeteria	6.0 hours/day
d.	Custodial	8.0 hours/day
e.	Secretaries	8.0 hours/day
f.	Library Media Specialist	6.0 hours/day

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Employees who are contracted to work less than the full-time equivalent applicable to their positions shall contribute to their insurance benefits according to the percentage of full-time equivalent for their position (e.g., an aide who works 3.0 hours per day shall receive Board-paid insurance premiums based upon half-time employment.) An employee hired on or after July 1, 2004 who regularly works fewer than three (3) hours per day is not eligible to participate in insurance benefits.

Notwithstanding the above, cafeteria employees employed prior to July 1, 2004 whose hours are reduced will continue to be eligible to participate in insurance benefits under this Section at the same fulltime equivalency level as applied to such employees during the 2003-04 school year.

Notwithstanding the above, transportation employees employed prior to July 1, 2010 whose hours are reduced will continue to be eligible to participate in insurance benefits under this Section at the same fulltime equivalency level as applied to such employees during the 2009-10 school year.

- B. The Board will pay eighty-five (85%) of the monthly cost of insurance benefits chosen by a fulltime equivalent employee. Insurance includes dental, vision, major medical, hospitalization, and prescription drug card.

The Board will pay ninety percent (90%) of the monthly cost of insurance benefits chosen by a fulltime equivalent employee hired on or before July 1, 1994. Insurance includes dental, vision, major medical, hospitalization, and prescription drug card.

- C. The Board agrees to maintain the present practice of employee coverage selection. Medical/prescription drug insurance coverage shall remain equal to or greater than the specifications appearing in the Summary of Benefits and Coverage document attached to this Agreement as Appendix A. Dental and vision insurance coverage shall remain equal to or greater than the specifications appearing in the current plan. The Board shall have the right to select the insurance carrier.
- D. The Board will continue to provide employees who are eligible to participate in insurance benefits the opportunity to purchase cancer insurance by payroll deduction with no Board contribution to the program.

**E. Duplication of Coverage**

Where more than one (1) member of a household is employed by the Board, only one (1) family policy or two (2) single policies shall be provided. However, each employee shall receive life insurance coverage regardless of whether other family members are employed by the Board. Employees affected by this provision shall notify the Board Treasurer which family member is to be enrolled in the family plan.

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- F. The Board agrees to provide and pay one hundred percent (100%) of a Twenty Thousand Dollar (\$20,000.00) life insurance policy for all employees.

**G. Medical Plan Benefits**

The District's medical and prescription drug plans are tied together. An employee electing coverage under the medical plan will automatically be afforded the same level of coverage under the prescription drug plan. Coverage under the prescription drug program will not be offered separately from the medical plan.

The deductible amounts indicated in Appendix A will apply during a calendar year period (beginning January 1, 2020) and will apply separately to network and non-network services covered under the plan of benefits. For example, amounts paid by a plan participant toward satisfaction of the annual network deductible will not count against the annual non-network deductible, and amounts paid by a plan participant toward satisfaction of the annual non-network deductible will not count against the annual network deductible required under the plan. It is mutually understood that deductible amounts for all of calendar year 2019 will be administered in accordance with the health/prescription drug plan specifications appearing in the plan in effect from January 1, 2019 through June 30, 2019.

The annual out-of-pocket limits indicated in Appendix A will apply during a calendar year period (beginning January 1, 2020) and will apply separately to network and non-network services covered under the plan of benefits. For example, amounts paid by a plan participant toward the satisfaction of the annual out-of-pocket limit, and amounts paid by a plan participant toward satisfaction of the annual non-network out-of-pocket limit will not count against the annual network out-of-pocket limit. It is mutually understood that out-of-pocket limits for all of calendar year 2019 will be administered in accordance with the health/prescription drug plan specifications appearing in the plan in effect from January 1, 2019 through June 30, 2019.

It is further understood that an employee eligible to receive a 90-day supply of a maintenance drug by mail with an employee co-pay of twenty dollars (\$20.00) may opt instead to have the prescription filled at a pharmacy instead of by mail, but the employee co-pay in such case will be sixty dollars (\$60.00), not twenty dollars (\$20.00).

Coordination of benefit provisions also including dental and vision will be administered under standard non-duplication of benefit language, which prevents a covered person from receiving more in benefits under a combination of plans than would have been received under this plan alone had other coverage not been available.

- H. Retiring employees agree to utilize the SERS Retirement/Disability Retirement Insurance Plan effective with their date of retirement or disability retirement. Should the employee find that there is a lapse of coverage through no fault of the employee, the Board-provided insurance program will continue.

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**I. Section 125 Account**

The Board will continue its Internal Revenue Code Section 125 Plan for all unit members under which the employee share of insurance premiums is paid with pre-tax dollars.

**J. Insurance Committee**

A standing insurance committee will be formed, consisting of up to three (3) representatives each from the Board, OAPSE, and the FEA-affiliated support staff union. The committee's task will be to conduct ongoing review of and make recommendations regarding the medical, dental and vision administration and benefit plans.

**ARTICLE 29 – MEDICAL**

**A. Hearing and Vision**

Unit members will be provided the opportunity to have hearing and vision checkups at least every three (3) years. These tests will be administered by school personnel at Board expense.

**B. Physical Examination**

With reasonable cause, the Board may require unit members to obtain physical examinations from a Board-appointed physician when necessary to protect the health and safety of pupils, unit members, and other school employees. The Board shall pay for all such examinations. The Board shall reimburse the unit member for the cost of a second physical obtained by the unit member after his/her examination by the Board-appointed physician if the findings of the second physician are different than the findings of the Board-appointed physician. If the two findings are different, the employee shall obtain a physical from a neutral (not the Board-appointed or the employee's) physician. The findings of the third physician shall be the decision.

**ARTICLE 30 – WAGE SCHEDULE**

Employees will be paid the hourly wage rates specified in Exhibit A to this Article, which reflect base increases of 2.0% for the 2019-20 contract year, 2.0% for 2020-21 and 2.5% for 2021-22. The Board agrees to reimburse an employee for the actual cost of a legally required FBI background check, up to maximum of \$30.00 per check. This provision does not apply to background checks required of newly hired employees.

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PER CLASSIFICATION**

Salary schedule shall include the following information:

<b>Group 1 - Cook/Cashier, Bus Drivers, Library Media Specialist, Paraprofessionals</b>			
<b>WORK DAYS</b>	<b>PROFESSIONAL DAYS</b>	<b>HOLIDAYS</b>	<b>TOTAL DAYS</b>
171	3	6	180
<b>Group 2 - Secretarial/Clerical</b>			
<b>WORK DAYS</b>	<b>PROFESSIONAL DAYS</b>	<b>HOLIDAYS</b>	<b>TOTAL DAYS</b>
226	0	9	235
<b>Group 3 - Bus Mechanic</b>			
<b>WORK DAYS</b>	<b>PROFESSIONAL DAYS</b>	<b>HOLIDAYS</b>	<b>TOTAL DAYS</b>
217	0	8	225
<b>Group 4 - Custodial/Maintenance, Custodial/Sweeper</b>			
<b>WORK DAYS</b>	<b>PROFESSIONAL DAYS</b>	<b>HOLIDAYS</b>	<b>TOTAL DAYS</b>
253	0	9	261

Employee contract shall cover the actual hours working. Part-time employee contract length may vary.

\* Attend in-service as required by building principal.

\*\* The work schedule (work days) will be flexible to meet the demands of the job, and they will coordinate their schedule (work days) with the building principals.

**ARTICLE 32 – EMPLOYMENT OF SERS RETIREES**

- A. This section governs the terms and conditions of employment of any District retiree whom the Board may regularly employ, after the application of Article 11 of this agreement, in a position that falls within the description of the bargaining unit appearing

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in Article 1, Section A.1 of this agreement. Except as otherwise specified below, any such employee will become a union member upon employment and be subject to the provisions of this agreement.

- B. For initial placement purposes the retiree will be placed at the retiree's current level on the Salary Schedule if less than seven (7) years. If the retiree has more than seven (7) years, then the retiree will be placed at Step seven (7).
- C. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently re-employed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
- D. The sole requirement for effecting the non-renewal of the employee's limited contract and severing the employment relationship upon expiration of the employee's contract is receipt by the employee of written notice of non-renewal on or before June 1 of the school year to which the contract applies.
- E. Upon employment, the retiree will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
- F. The employee is not eligible to participate in any insurance fringe benefits offered under Article 27 of this Agreement.
- G. The provisions of this section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

### **ARTICLE 33 – POLITICAL CONTRIBUTIONS**

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

Such authorization form must be presented to the Treasurer's office between August 15 and October 1. Changes in the amount to be deducted may only be made once per year.

The Treasurer shall not be required to commence deductions until five (5) or more employees submit authorizations.



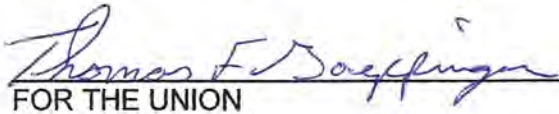
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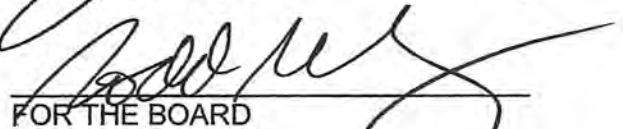
**ARTICLE 34 – EFFECT AND DURATION OF AGREEMENT**

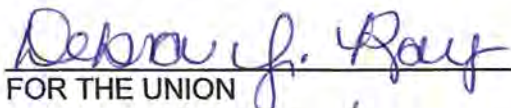
- A. This Agreement supersedes and cancels all previous Agreements, verbal and written, or based upon alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. This Agreement represents a completion of negotiations on all bargaining issues for the duration of the Agreement. Any matters or subjects not covered herein have been waived by the parties for purposes of negotiations for the life of this Agreement.
- B. As required by Ohio Revised Code Section 3302.10(P), the provision of Section 3302.10 are incorporated by reference as part of this Agreement.
- C. This Agreement shall become effective when ratified by both parties and shall remain in full force and effect until June 30, 2022.

  
FOR THE UNION

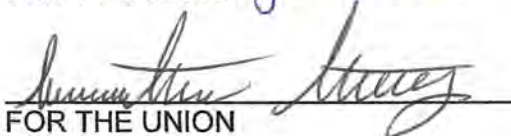
  
FOR THE BOARD

  
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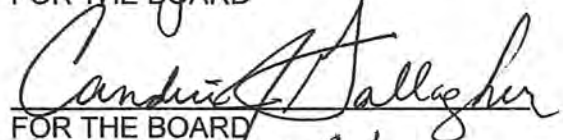
  
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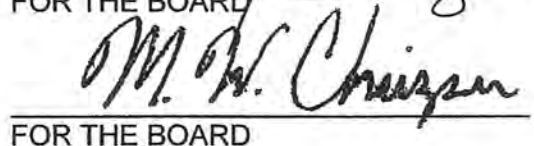
  
FOR THE UNION

  
FOR THE BOARD

  
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FOR THE UNION

  
FOR THE BOARD

**Classified  
2019-2020**

	11.62	11.62	10.61	10.61	15.77	15.1	14.09	11.92	11.7	21.67
	Secretary				Head	Bus				
1.02 Step	Grandfather	Secretary	Aide	Cooks	Cook	Driver	Custodian	Sweeper	Library	Mechanic
0	11.85	11.85	10.82	10.82	16.09	15.40	14.37	12.16	11.93	22.10
1	12.37	12.33	11.26	11.26		16.02	14.95	12.64	12.41	22.99
2	12.96	12.82	11.71	11.71		16.66	15.54	13.15	12.91	23.91
3	13.58	13.33	12.17	12.17		17.33	16.17	13.68	13.42	24.86
4	14.24	13.87	12.66	12.66		18.02	16.81	14.22	13.96	25.86
5	14.93	14.42	13.17	13.17		18.74	17.49	14.79	14.52	26.89
6	15.62	15.00	13.89	13.89		19.49	18.18	15.38	15.10	27.97
7	16.40	15.60	14.65	14.65		20.27	18.91	16.00	15.70	29.09
10	17.25	16.22	15.46	15.46		21.08	19.67	16.64	16.33	30.25
15	18.12	16.87	16.32	16.32	16.73	21.92	20.46	17.31	16.99	31.46
20	19.07	17.54	17.20	17.20	17.40	22.80	21.27	18.00	17.67	32.72
25	19.83	18.25	17.89	17.89	18.09	23.71	22.12	18.72	18.37	34.03
30	20.63	18.98	18.61	18.61	18.82	24.66	23.01	19.47	19.11	35.39

**Classified  
2020-2021**

	11.85	11.85	10.82	10.82	16.09	15.40	14.37	12.16	11.93	22.10
	Secretary				Head	Bus				
1.02 Step	Grandfather	Secretary	Aide	Cooks	Cook	Driver	Custodian	Sweeper	Library	Mechanic
0	12.09	12.09	11.04	11.04	16.41	15.71	14.66	12.40	12.17	22.55
1	12.62	12.57	11.48	11.48		16.34	15.25	12.90	12.66	23.45
2	13.22	13.08	11.94	11.94		16.99	15.86	13.41	13.17	24.39
3	13.85	13.60	12.42	12.42		17.67	16.49	13.95	13.69	25.36
4	14.53	14.14	12.91	12.91		18.38	17.15	14.51	14.24	26.38
5	15.23	14.71	13.43	13.43		19.11	17.84	15.09	14.81	27.43
6	15.94	15.30	14.17	14.17		19.88	18.55	15.69	15.40	28.53
7	16.73	15.91	14.95	14.95		20.67	19.29	16.32	16.02	29.67
10	17.60	16.55	15.77	15.77		21.50	20.06	16.97	16.66	30.86
15	18.49	17.21	16.64	16.64	17.06	22.36	20.86	17.65	17.33	32.09
20	19.45	17.90	17.55	17.55	17.75	23.25	21.70	18.36	18.02	33.37
25	20.23	18.61	18.25	18.25	18.46	24.18	22.57	19.09	18.74	34.71
30	21.04	19.36	18.98	18.98	19.19	25.15	23.47	19.86	19.49	36.10

**Classified  
2021-2022**

	12.09	12.09	11.04	11.04	16.41	15.71	14.66	12.40	12.17	22.55
	Secretary				Head	Bus				
1.025 Step	Grandfather	Secretary	Aide	Cooks	Cook	Driver	Custodian	Sweeper	Library	Mechanic
0	12.39	12.39	11.31	11.31	16.82	16.10	15.03	12.71	12.48	23.11
1	12.93	12.89	11.77	11.77		16.75	15.63	13.22	12.98	24.03
2	13.55	13.40	12.24	12.24		17.42	16.25	13.75	13.50	24.99
3	14.19	13.94	12.73	12.73		18.11	16.90	14.30	14.03	25.99
4	14.89	14.50	13.24	13.24		18.84	17.58	14.87	14.60	27.03
5	15.61	15.08	13.77	13.77		19.59	18.28	15.47	15.18	28.12
6	16.33	15.68	14.52	14.52		20.38	19.01	16.08	15.79	29.24
7	17.15	16.31	15.32	15.32		21.19	19.77	16.73	16.42	30.41
10	18.04	16.96	16.16	16.16		22.04	20.56	17.40	17.08	31.63
15	18.95	17.64	17.06	17.06	17.49	22.92	21.39	18.09	17.76	32.89
20	19.94	18.34	17.99	17.99	18.19	23.84	22.24	18.82	18.47	34.21
25	20.74	19.08	18.71	18.71	18.92	24.79	23.13	19.57	19.21	35.58
30	21.57	19.84	19.45	19.45	19.67	25.78	24.06	20.35	19.98	37.00

**CLASSIFIED STAFF  
PERSONAL LEAVE REQUEST FORM**

Unit Member \_\_\_\_\_

Building \_\_\_\_\_

Date of Request \_\_\_\_\_

Day(s) and date(s) for which leave is requested \_\_\_\_\_

***Personal leave is to be used in accordance with the following provisions:***

Written request on the form as herein incorporated, must be given to the principal/supervisor for acknowledgment and to the Superintendent at least five (5) days prior to the requested date, except in emergencies. In emergency situations, the form shall be submitted as early as possible.

Personal leave shall be used in one-half (1/2) or one (1) day increments. Employees driving a kindergarten route will receive three (3) kindergarten route only personal days. Kindergarten personal days must be used for the whole kindergarten route.

Approved personal leave shall be at regular pay.

Personal leave may not be accumulated from year to year.

The personal leave shall require a signed certification that the leave will not be used for seeking or engaging in gainful employment.

Except in special circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period.

Personal leave will be approved provided that all provisions of this article have been met.

However, no more than five (5) percent of any building may use personal leave on a given day except by prior agreement when a position can be covered with a substitute.

No more than one (1) day of personal leave may be used on or after the first Monday in May in a particular school year unless approved in advance by the Superintendent because of special circumstances.

***I hereby certify that the above personal leave will be/was used for an appropriate reason. I understand that a violation of this certification of the use of personal leave for a reason prohibited by Section (5) of the personal leave article constitutes grounds for suspension or termination.***

\_\_\_\_\_  
*Unit Member's Signature*

\_\_\_\_\_  
*Superintendent's Signature*

\_\_\_\_\_  
*Principal's Acknowledgment*


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



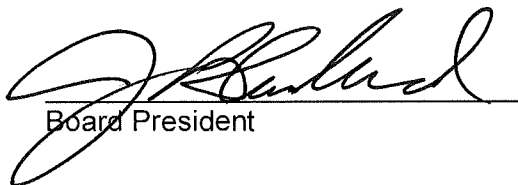
R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Fredericktown Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and OAPSE/AFSCME Local #323, effective from July 1, 2019 through June 30, 2022.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Board President

May 14, 2019