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NEGOTIATED AGREEMENT

between

THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSCME / AFL-CIO
OAPSE LOCAL #31

and the

OSNABURG LOCAL
BOARD OF EDUCATION

EFFECTIVE

July 1, 2019

through

June 30, 2022

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ARTICLE 1 – PRINCIPLES

- A. The Osnaburg Local School District Board of Education (herein after referred to as the “Board”) and the Ohio Association of Pubic Employees, Local #31, AFSCME, AFL-CIO, (herein after referred to as “OAPSE”) hereby agree that the purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and its non-teaching employees. In addition, both parties are interested in the welfare of the public and the children of the Osnaburg Local School District by assuring an orderly and uninterrupted operation of the public school system.
- B. The Board shall comply with applicable Local, State, and Federal Safety Laws to provide a safe and healthful work place for all it’s employees.

ARTICLE 2 – ENTIRE AGREEMENT CLAUSE

This agreement supersedes and cancels all previous agreements verbal or written or based on alleged past practices, between the Board and OAPSE and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 3 – RECOGNITION

- A. 1. In furtherance of the above stated purposes, the Board recognizes OAPSE #31 as the sole and exclusive bargaining unit representative of all bargaining unit employees.

2. Employees in the District that shall be excluded from the bargaining unit include:
 1. Treasurer
 2. Assistant Treasurer
 3. Superintendent's Secretary
 4. Director of Services
 5. Supervisors
 6. Secretary to Treasurer
 7. Secretaries as defined by SERB
 8. On Board Instructor

- B. The aforementioned exclusive recognition of OAPSE shall be continued, unless a petition is filed with SERB after expiration of this Agreement or during the period of time beginning with the one hundred twentieth (120th) day and ending on the ninetieth (90th) day before expiration of this Agreement, as provided by O.R.C. Chapter 4117.

- C. The Board recognizes OAPSE for the purpose of arriving at an agreement on proposals concerning: salaries, wages, terms and conditions of employment, as well as continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement. Should any new, non-teaching position be created during the term of this contract, the Board and OAPSE shall meet to discuss the wage rate for the position and review the job description for the position.

ARTICLE 4 – RIGHTS

- A. Two authorized OAPSE delegates will be permitted to attend the annual Ohio Association of Public School

Employees Conference and any additional conferences up to a total maximum of six (6) days without loss of pay for a maximum of three (3) days per conference. The Board shall not be held responsible for any expenses incurred at this meeting, but it will provide for substitute personnel as needed.

- B. OAPSE recognizes that the Board and Administration have the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and Administration in the adoption of such rules, regulations and policies shall be limited only by the specific and express terms of this Agreement.
- C. The Association shall have the right to post appropriate information at the bus garage, offices, lounge, custodial room, and kitchens, and to disseminate information to members. All materials so posted shall be signed by an officer issuing such information.
- D. The Union President/Officer shall be notified by the Treasurer's department, within 2-weeks of hire date of new hires and provided names, building or work place and be granted paid time off for no more than 15 minutes with each new employees to discuss Union benefits and to supply the new employee with a copy of the negotiated agreement.

No employee shall be required to meet with the Union President/officer.

The timing of such meeting must be agreed to by the building administrator.

ARTICLE 5 – SUBJECTS OF NEGOTIATIONS

Negotiations as provided for in this Agreement shall be limited to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.

ARTICLE 6 – NEGOTIATIONS PROCEDURE

- A. Pursuant to Section 4117.14(C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in O.R.C. 4117.14 (C) (2)-(6) and any other procedures to the contrary.
- B. If either party wished to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not later than June 1 of the year in which this agreement expires. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session, the Association and the Board shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.

C. Dispute Resolution Procedure:

If no agreement is reached by the thirtieth (30th) calendar day preceding expirations of this Agreement, or some other mutually agreed upon date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

D. When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Association for ratification and then to the Board for approval.

E. Up to the point of impasse, the parties shall refrain from making public statements except with the approval of the other party. If impasse is reached on or after the thirtieth (30th) day preceding contract expiration, the parties may make statements to employees and the public.

ARTICLE 7 – ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

A. Transfers

1. Transfers may be made at the request of the employee or upon the initiative of the local Superintendent or other administrative officers for any reasons which in the judgment of the local Superintendent shall serve the best interests of the employees and/or the schools. All employee requests must be made in writing.

2. When a transfer is not made at the request of the employee, he shall be given the courtesy of an interview in which the reason or reasons for said transfer shall be explained.

B. Promotions

1. The Board is interested in making promotions within the system. Whenever opportunities for promotion arise, it shall be the responsibility of the local Superintendent to inform all personnel of such information through appropriate channels of communication and to provide qualified employees with an opportunity for an interview with the Superintendent or his designee. The general principle governing promotions is the fundamental purpose of the schools – the welfare of the children in the schools. Factors to be considered in promotion are the professional growth and attitude of the person as evidenced by:
 - a. Additional training
 - b. Prior work record
 - c. Skills in fulfilling the job
 - d. Personal qualifications to include character and personality
 - e. Potential leadership
 - f. Relationship with pupils

2. Vacated positions or newly created positions shall be posted at the bus garage, high school, elementary and primary building. Such postings shall be in a conspicuous place for no less than five (5) days to allow present employees the opportunity to apply for such jobs.
3. The Board is committed to the principle that a person to be recommended for employment shall be that person determined by the Superintendent to be the most qualified applicant for the position to be filled. Under no circumstances shall a person be hired on the basis of friendship, relationship, or such other factors unrelated to the person's ability to perform.

If applicant's qualifications are equal, seniority will prevail.

C. Temporary Positions / Temporary Vacancies

1. A Temporary Vacancy is a position vacant temporarily. Due to the absence of the bargaining unit employee regularly assigned a position by reason of being on approved leave of absence of 60 working days or more, the position vacancy shall be posted and hired as per Article 7.
2. A Temporary Position is a position temporarily created by the Board to provide additional bargaining unit services for a designated period of time. If this period is thirty (30) or

more working days it shall be posted and hired in accordance with Article 7.

3. If the Board creates a summer position for sixty (60) or more calendar days, the position shall be posted and hired as per Article 7.

ARTICLE 8 – CONFLICT WITH LAW

Any part of this contract which conflicts with federal or state law will automatically be deemed invalid and shall be inoperative. The remaining provisions of this Agreement shall continue to be in effect. This section shall not apply to any portion of this Agreement in which the parties agreed to depart from law as authorized by O.R.C. 4117.10.

ARTICLE 9 – DRUG FREE WORKPLACE

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, dispensing, possession and/or use any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 10 – EMPLOYMENT CONTRACTS

A. Contract of Employment

1. September 1 through August 31 shall constitute a contract year for all non-teaching employees. The Board shall, by September 1 of each year, provide each employee an annual salary notice stating yearly salary, hourly rate, and the number of working days per year.
2. An annual calendar shall accompany each salary notice for each non-teaching classification showing the number of paid holidays and what they are.

B. Employee Contracts

1. The issuance, re-issuance, suspension, termination and non-renewal of employee contracts will be in accordance with O.R.C. Chapter 3319, except as otherwise provided pursuant to O.R.C. 4117 in this Article 10. Such actions shall not be subject to the grievance procedure.
2. A member of the bargaining unit employed after June 30, 2004 shall be issued a one year limited contract. Such contract may be renewed four additional times for a duration of one year each. If the employee is reemployed at the end of the fifth year, he/she shall hold a continuing contract. The contract sequence in this section supercedes ORC 3319.081.

3. A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the Superintendent that the conduct of the employee is detrimental to the goals and objectives of the school district. No suspension shall be imposed until the employee has had an opportunity to appear before a responsible administrator to explain his or her actions. Such suspension(s) shall not be grieved under Article 12. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the board of education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

ARTICLE 11 – EQUAL OPPORTUNITY

The Board is an equal opportunity employer and shall continue to abide by all state and federal equal employment laws. Likewise, OAPSE shall continue to abide by all state and federal equal employment laws.

ARTICLE 12 – GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an alleged violation of a specific article or section of this agreement, or any dispute with respect to its meaning or application. If any such grievance

arises, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance procedures.

2. 'Days" shall mean actual working days.
3. 'Grievant' is the person or persons or the Union claiming an alleged violation of this agreement.

B. Rights of the Grievant

1. A grievant at his/her sole choosing must appear on his/her own behalf but may also be represented at any and all steps of the grievance procedure by OAPSE.
2. Decisions rendered at each formal level will be made in writing setting forth the decision and the reasons therefore.
3. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, OAPSE, or its officers or any member of the Board or employee of the District be placed in jeopardy or be subject to reprisal or discrimination for having followed or participated in the grievance procedure.
4. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at

which the administrator deciding the grievance has authority to make a decision.

C. Time Limits

1. The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of parties in interest.
2. If a formal grievance (Level II) is not filed within five (5) days of receipt of the supervisor's answer from Level I, the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at the step and further appeal shall be barred.
4. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
5. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract term of the employee, further attempts at resolution shall be postponed until the beginning of the new school year in September, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next school year.

6. The temporary absence of a principal, immediate supervisor or the Superintendent shall extend the running of the days during such absence, but in no case more than five (5) additional days.
7. Hearings 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. Such hearings will not be conducted during the work schedule of the grievant.

D. Grievance Procedure

1. Level I (Informal)

- a. Within five (5) working days of the time a grievance arises, the employee will present and discuss the grievance with his/her immediate supervisor in an effort to solve the problem informally.
- b. Within four (4) working days after the presentation of the grievance, the supervisor shall give his/her answer in writing to the employee. (Supervisor may mean principal).

2. Level II (Formal)

- a. If the grievance is not resolved in Level I, the employee or the OAPSE representative may, within five (5)

working days of receipt of the supervisor's answer, submit to the Superintendent a "written statement of grievance" signed by the employee. A copy shall be given to the supervisor involved at that time. The "written statement of grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference shall state the contention of the employee and of OAPSE with respect to these provisions, and shall indicate the relief requested.

- b. The Superintendent shall give the grievant an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of both parties.

3. Level III (Formal)

If the grievant is not satisfied with the results of Level II, he/she may, within five (5) working days of the Level II answer, request a hearing before the Board. Such hearing shall be held in private, but any action taken will be taken at a public meeting. The decision of the Board shall be rendered as promptly as possible, but not more than twenty (20) working days after the hearing.

4. Level IV (Arbitration)

- a. If the action taken by the Board does not resolve the grievance to the satisfaction of the employee, the aggrieved employee may request that the Association Grievance Committee submit the issue to arbitration. If it chooses to submit the issue to arbitration, the Association Grievance Committee must send an arbitration request in writing to the Superintendent within ten (10) days following the receipt of the decision of the Board. The arbitrator will be chosen from a list of seven (7) names furnished by the Federal Mediation and Conciliation Services Office in Washington D.C. Selection of the arbitrator shall be in accordance with this alternate strike process, and all other procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Either party shall have the right to request a second list.
- b. The arbitrator shall conduct the necessary hearing(s) and issue the decision, a copy of which will be sent to the aggrieved employee, the Association President and the Superintendent.
- c. The arbitrator will not have the authority to add to, subtract from, modify, change,

or alter any of the provisions of the Agreement in arriving at a decision in regard to the grievance. The arbitrator will be confined to those issues which have been presented and will have no authority to consider other issues which have not been presented for arbitration. The decision of the arbitrator will be in accordance with law and will be binding on both the Board and the Association.

- d. The Association shall pay all compensation expenses of the arbitrator should the arbitrator not reward the relief the grievant is seeking. If the arbitrator awards the relief the grievant is seeking, the Board shall pay these expenses.

E. Miscellaneous

1. If, in the judgment of the OAPSE Grievance Committee, a grievance affects a group or class of school employees, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the process of such grievance shall commence at Level II. The Grievance Committee may process such a grievance throughout the grievance procedure.
2. A copy of the form on which to file a grievance is included in this Agreement (Exhibits A and B).

3. OAPSE and/or the Board may be represented at any or all times by legal counsel and others at their own choosing. The costs of legal counsel or other representatives shall be borne by those who incur the obligation.

ARTICLE 13 – INSURANCE

In order to be eligible for insurance, an employee must work at least nine (9) months during any contract year, and a minimum of twenty-five (25) hours per week.

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

Medical

- A. The Board shall pay 89% of the cost for single or family and the employee shall pay 11% for the 2019-2020 and 2020-2021 school year.

The Board shall pay 88% of the cost for single or family and the employee shall pay 12% for the 2021-2022 school year.

- B. **Stark County Schools Council**

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

and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each employee.

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

Dental Insurance

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

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

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

Spousal Coverage

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

Same Sex Marriage

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

ARTICLE 14 – JOB DESCRIPTION / MILEAGE

- A. The Association shall be furnished with a copy of all job descriptions in each classification or any changes thereof.

- B. An employee will be provided a copy of his/her job description upon request or when placed / hired in a new position, or when any changes occur within a classification or position.
- C. The Board shall reimburse to any employee required by their supervisor to use their personal vehicle for Board related business at the IRS allowable rate in effect on July 1 of each year. If the employee is required to travel between school buildings on a regular basis, he/she will receive a minimum compensation of one hundred dollars (\$100.00) for the school year.

ARTICLE 15 – LABOR-MANAGEMENT COMMITTEES

A committee composed of three (3) representatives of OAPSE and three (3) representatives of the Administration shall meet within a reasonable time upon the request of either party.

ARTICLE 16 – LAYOFFS – REDUCTION IN FORCE

- A. If the Board decides it is necessary to reduce the number of employees in a job classification, the following procedure will govern such layoff and reinstatement.
- B. Layoff Procedure
 - 1. Whenever employees are laid off, affected employees shall be laid off according to the seniority within the classification, with the least

senior employees laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular classification computed from the latest date of hire or appointment to the employee's present classification. Authorized leaves of absences do not constitute an interruption in continuous service.

2. The classifications to be used for the purpose of defining classification seniority shall be classifications specified as follows:
 - a. Custodian/ Groundskeeper/Maintenance
 - b. Cafeteria / Cook
 - c. Secretary / Clerk
 - d. Bus Driver
 - e. Mechanic
 - f. Aides
 - g. Monitors / Crossing Guards
3. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. Each employee to be laid off shall be given advance written notice stating the effective date of the intended layoff.
4. Employees who have worked under contract in another classification, and are subject to layoff, may displace the least senior employee in their former classification providing the following conditions are met:
 - a. The employee must have satisfactory experience in the former classification.

- b. The employee must have more years of experience in the former classification than the least senior employee currently in the former classification, or, the employee must have more total years of experience, when combining his/her current classification with his/her former classification(s), than the least senior employee who is currently working in the former classification.
 - c. The employee must be willing to accept the pay scale of the former classification.
- 5. Employees displaced by the Layoff Procedure above may bump employees with less seniority as follows:
 - a. An Employee desiring to bump shall first bump the least senior employee in any classification previously held by a laid off employee.
 - b. In the event that a laid off employee has no previously held classification, or is unable to bump into a previously held classification, such laid off employee may bump the least senior employee in any classification for which he/she is qualified to perform as determined by the Superintendent.

C. Recall Procedure

1. The Superintendent shall prepare a reinstatement list in reverse of layoff. Reinstatement shall be offered from this list before any new employees are hired in the affected classification.
2. Vacancies which occur in the classification of layoff shall be offered to or declined by the qualified employee standing the highest on the layoff list before the next person on the list may be considered. Employees shall have ten (10) calendar days from the date of mailing to respond. Notification of acceptance or refusal should be presented to the Superintendent in writing; however, failure to respond at all shall be considered refusal of position. It is the responsibility of the involved employee to advise the Board of an address where he/she can be reached. Any employee who declines reinstatement should be removed from the reinstatement list and the Board shall have no further obligation to the employee. Notice of the vacancy or reinstatement shall be by certified mail.
3. The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on layoff shall not count as experience for seniority or salary purposes.

ARTICLE 17 – LEAVES

A. Sick Leave

1. Sick leave shall be available to all salaried and hourly employees in accordance with state statute, and shall accumulate as provided by state statute at the rate of one and one-fourth (1- $\frac{1}{4}$) days per month up to fifteen (15) days per year.
2. Total sick leave is cumulative to a maximum of 320 days.
3. Employees may use sick leave for absence made necessary by illness, injuries, exposure to contagious disease, pregnancy, and illness or death in the employee's immediate family. Recovery from childbirth is not an "illness" for purposes of the definition under "immediate family". If medical attention is required, an employee statement shall list the name and address of the attending physician and the dates when he/she was consulted (O.R.C. 3319.141).
4. In granting sick leave for absence due to illness, injury or death in the employee's immediate family, the immediate family is defined as:
 - a. any member of the employee's household,

- b. spouse, children, parent, brother, or sister,
- c. person for whom the employee takes the majority responsibility for care and aid.

B. Leave of Absence

Leaves of absence may be taken by non-teaching personnel in accordance with state statute and Board policy.

C. Emergency/Personal Leave

1. The Board realizes that there are times when an employee must fulfill an obligation on a specific date which cannot be controlled by the employee and for which there is no provision under sick leave. Three (3) emergency / personal leave days per school year shall be granted by the Board through the local Superintendent to all eligible employees provided one of the following conditions is met:
 - a. Observance of religious holidays.
 - b. Court appearances as litigant or witness.
 - c. Attendance at graduation exercises for the employee, his/her spouse, or child, grandchildren, or member of his/her household.

- d. Road conditions which render it impossible, despite the exercise of all reasonable effort and precautions, to report for work.
- e. Attendance at the funeral of a close friend or relative not specified under a sick leave listing.
- f. Marriage of an employee, his/her son or daughter or grandchildren.
- g. Personal business responsibilities which cannot be discharged outside of normal school hours.
- h. An emergency which develops beyond the control of the employee that requires his/her absence.
- i. Personal business.

2. General Provisions

- a. Emergency/personal leave is not accumulated, it cannot be deducted from sick leave; and if granted, it will not result in loss of pay. Effective July 1, 2012, two (2) unused personal leave days shall be converted to two (2) additional sick days.
- b. Emergency/personal leave will not be granted the day before nor the day following regular scheduled recess or holidays – except if in the opinion of the

Superintendent it is a serious emergency and deserves consideration.

- c. Employees must not willfully and purposefully make appointments on working days. No employee has the inherent right to have a day off without just cause. A personal day may not be used for pleasure, to seek other employment, or to otherwise engage in gainful employment.
- d. Personal leave may be marked personal business on the standard request form. No other notation will be required. However, a personal day to be used for personal business must also comply with all other general provisions of this section. All personal day requests must specify and meet one to the conditions as set forth in Section C, paragraph 1.
- e. If the local Superintendent does not consider the request for emergency/personal leave as meeting one of the above conditions, the employee has the right to approach the Board and ask that the request be considered. Final determination for granting emergency /personal leave will then rest with the Board.

3. Procedure

- a. A request shall be submitted to the superintendent at least two (2) days

prior to the day for which emergency/personal leave is requested. The request must include specific reasons why the employee must be absent, unless the employee chooses to indicate it is for personal business which he/she can do for three (3) days in any contract year. Approval of emergency/personal leave is not officially granted until a reply is received by the employee from the local Superintendent.

- b. Advance permission is required in all cases unless the situation is of a very urgent nature. Only the Treasurer shall have a copy of the request for his/her official files. The appropriate administrator shall be notified by the superintendent.
- c. If the situation is urgent, the aforementioned procedure may be waived. The building principal or immediate supervisor should be notified as soon as possible in order that a substitute may be secured. Upon the return of the employee to his/her position, the employee must complete the request form for emergency/personal leave. Approval or disapproval of the time off as emergency/personal leave will be made by the Superintendent upon receipt of the written request.

D. Official Business for OAPSE Leaves

The Board will provide release time for participation in negotiations.

E. Assault Leave

1. Any classified employee who is absent due to physical or mental disability resulting from a physical assault which occurs in the course of Board employment will be maintained on full pay status (including regular and supplemental contracts) during the period of such absence not to exceed sixty (60) days.
2. Said employee shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board.
3. If medical attention is required, a statement from a licensed physician stating the nature of the disability and its duration shall be required.
4. Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under O.R.C. 3319.141. Fringe benefits shall be maintained for employees on assault leave to the same extent and on the same terms as they are maintained for employees on other paid leaves.

5. Employees who are still disabled after exhausting leave may use their accumulated sick leave.

F. Military Leave

Employees shall be entitled to unpaid military leaves in accordance with applicable Ohio statutes.

G. Jury Duty

The Board shall pay an employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received for serving as a juror.

H. Leave Extensions

The Superintendent may extend the provisions of any of the leave policies in this Contract.

ARTICLE 18 - MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the

functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;

2. direct, supervise, evaluate and hire employees;
3. maintain and improve the efficiency and effectiveness of Board operations;
4. determine the overall methods, process, means or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
5. suspend, terminate, layoff, transfer, assign, schedule, promote or retain employees;
6. determine the adequacy of the work force;
7. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
8. effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
9. take actions to carry out the mission of the School District.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract 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 19 – NO STRIKE PLEDGE

- A. Consistent with O.R.C. Chapter 4117, OAPSE and the employees it represents agree that there will be no unlawful strike during the term of this contract.
- B. Consistent with O.R.C. Chapter 4117, the Board agrees that it will not unlawfully “lock out” employees during the term of this contract.

ARTICLE 20 – PAID HOLIDAYS

- A. Twelve Month Employees
 - 1. Those employees on a twelve month basis shall be entitled to the following ten paid holidays:

Labor Day
Thanksgiving Day and the day following
Christmas Day

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day

(12 month employees who are required to work on
a calamity day shall receive an additional day)

2. When any of the above holidays are on a Saturday, the paid holiday shall be on Friday of that week. When the holidays fall on Sunday, the paid holiday shall be the next day, or Monday.
3. In addition to the holidays listed above, twelve month employees will have additional time off as follows:
 - a. The day before Christmas and New Year's when these holidays fall on a Tuesday, Wednesday, or Friday. The day after these holidays when they are on a Thursday.
 - b. The day after Christmas when this holiday falls on Monday.

B. Nine and Ten Month Employees

1. These employees shall be entitled to the following nine paid holidays:

Labor Day
Thanksgiving Day and the day following
Christmas Day
New Year's Day

Martin Luther King Day
President's Day
Good Friday
Memorial Day

2. This applies to all regular non-teaching employees who work the entire school calendar year, regardless of how many hours per day they work.
- C. All non-teaching employees are entitled to these paid holidays provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after these holidays. The employee will also be entitled to these paid holidays if he/she has an approved absence either immediately preceding or immediately following these holidays (O.R.C. 3319.0887).
- D. Those who are employed as substitutes, or who work on an irregular part-time schedule, are not entitled to paid holidays.

ARTICLE 21 – PAYROLL DEDUCTIONS

- A. Dues and Fair Share Deductions
1. The Board agrees to deduct all Union dues for employees and to remit same to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

2. Deductions shall be in twelve (12) equal installments, beginning with the first pay in October.
3. The Board agrees that any error made in connection with payroll deductions shall be adjusted in the next month's pay period.
4. The Association shall defend and indemnify the Board and hold them harmless against any and all claims, demands, suits or other forms of liability including legal fees and expenses, that may arise out of or by reason of the action taken by the Board for purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointment of legal counsel for defense and indemnification purposes, with mutual agreement of the Board.

B. Other Payroll Deductions

1. In addition to any payroll deductions required by law, employees may apply for the following deductions:
 - a. United Fund Pledges
 - b. Stark County Employees Credit Union
 - c. Annuity Program
 - d. The employer agrees to deduct from the wages of any employee who is a

member of the Union a PEOPLE deduction as provided for in a 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 employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- C. All employees shall have their wages divided over twenty-six (26) pays if the employee is covered under the board's health insurance.
- D. Employees shall be required to have direct deposit of their pay into no more than three accounts of the employee's choosing.

ARTICLE 22 – PERSONNEL FILES

- A. An employee shall have the right to inspect his/her own personnel file upon reasonable notice to the Administrator. Upon payment of a reasonable fee for copying, the Board will provide the employee with a copy of any documents in his/her personnel file.
- B. If any employee disputes the accuracy, timeliness, relevance or completeness of documents in his/her file, he/she may request in writing that the Board

investigate the current status of the information. The employee may submit a statement that he/she wants attached to the disputed documents. The statement will be attached to the disputed documents.

- C. When an administrator places a document that is derogatory to the employee in his file, the administrator shall sign and date the document and shall send a copy of it to the employee. The employee shall acknowledge receipt of the copy by signing it and returning it to his supervisor. The employee's signature shall not constitute his agreement with the content of the document. The employee shall be given a copy of the signed document.

ARTICLE 23 – PRINTING OF AGREEMENT

- A. Within thirty (30) days of securing the final signature to this agreement, the Board shall provide a copy of this Agreement to every member of the bargaining unit. An additional twenty-five (25) copies will be provided to the Chapter President for use by the bargaining unit.
- B. OAPSE officers shall have the use of copying equipment for reproduction of OAPSE materials.

ARTICLE 24 – SALARIES AND WAGES

A. Wages

Wages shall be paid in accordance with Appendix C to this contract. All new employees shall begin at Step 0 on the wage scale. For the contract period of July 1, 2019– June 30, 2022, the parties agree to an increase in the base as follows:

2019-2020: 2.00% on the base

2020-2021: 2.00% on the base

2021-2022: 2.00% on the base

In addition, bargaining unit members shall receive a one-time, lump sum payment of \$100 for 2019-2020. Such payment shall be made in the second pay of July.

Whatever action the Board takes regarding the ECEA bargaining unit's salaries shall also apply to OAPSE bargaining unit.

B. Longevity

All longevity payments shall be paid in a lump sum in the last paycheck of the school year.

Longevity steps of 20 and 25 shall be added to crossing guards schedule.

Longevity steps shall increase from \$160 to \$180.

C. SERS Pick-Up

1. The Treasurer of the Board shall contribute to the School Employee Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The board herewith agrees with the Union to pick-up (assume and pay) contributions to the School Employees Retirement System (SERS) on behalf of the individuals in the bargaining unit on the following terms and conditions:
 - a. The amount to be picked-up and paid on behalf of each individual shall be ten percent (10%) percent of the individual's compensation. Pick-up contributions shall be included in earnings for retirement purposes for all classified staff.
 - b. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
 - c. The Board shall pay the member and employer contributions on the pick-up amount.
 - d. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

- e. The “pick-up” shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee’s option.
- f. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other government entity declares that the “pick-up” not be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 25 – SCHOOL CLOSING

- A. There are times when the Superintendent of Schools, in his concern for student safety, deems it necessary to close school due to heavy snow, severe weather conditions, or other calamitous acts. Twelve month non-teaching personnel shall be required to work on calamity days at their regular rate of pay. However, an additional holiday day will be granted by the Superintendent. This section supercedes Ohio law. Other non-teaching personnel may be required to report to work, if specifically requested by the Administration unless, because of said calamity, an employee is unable to report for work.

- B. Personnel requested to work calamity days who are not twelve month employees shall either be paid overtime rate or given compensatory time off equal to overtime i.e. eight (8) hours pay for time worked plus eight (8) hours calamity pay or compensatory time. The effected employee(s) shall make the choice of either and if compensatory time is requested it shall be in accordance with paragraph C below.

The district will follow the state law when dealing with calamity days.

- C. If an employee who is not a twelve month employee is required to work on a calamity day, compensatory time off shall be taken by such employee at a later date for all hours worked. Compensatory time off shall be scheduled at the discretion of the employee's immediate supervisor. All other non-teaching personnel not required to work when schools are closed due to a calamity shall work any days made up at a later date without additional compensation, if said days do not exceed the number of days listed on an individual's contract.

ARTICLE 26 – SEVERANCE RETIREMENT PAY

- A. Severance pay shall be paid to all employees of the District who have worked at least ten (10) years with the Osnaburg Local School District. Such employees must also have indicated an intent to retire, with the Treasurer having received applications for processing from a retirement system for retirement benefits for said employee.

- B. Said employees shall at the time of their retirement receive a one sum payment amounting to twenty-five percent (25%) of their accumulated sick leave days up to a maximum of seventy (70) days.

- C. A retirement incentive will be paid to any employee under the following guidelines:
 - 1. The incentive shall follow SERS guidelines for age and years of service.
 - 2. Purchased years of service are included when determining first-time eligible in #1 above. Any employee who was first time eligible prior to July 1, 2010, may elect the retirement incentive if it is effective July 1, 2010.
 - 3. Bargaining unit member, first time eligible at any time during the school year, must retire no later than July 1 of that calendar year.
 - 4. Notifies the superintendent by March 31 of the year of retirement.
 - 5. Will be paid \$250 for each year of service with the Osnaburg Local School District up to a maximum of \$7500.
 - 6. The amounts in #5 above will be prorated for service that is less than full-time.
 - 7. The employee must have at least ten (10) years service with the Osnaburg Local School District.

ARTICLE 27 – TRANSPORTATION

- A. The abstracts that are required yearly for all bus drivers shall be obtained at Board expense, with the exception of the initial abstract which is required at the time of employment. This initial abstract shall be provided at the employee's expense.
- B. The Board agrees that if it requires the drivers to fuel their buses off-site, they will be paid for actual time needed up to a maximum of twenty-five (25) minutes beyond their daily compensation time for such off-site fueling. If drivers complete their runs sooner than the actual time paid for driving, they must use this time to fuel. The drivers' fueling times will be recalculated using this formula. After verification, payment shall be made retroactively.
- C. If the Board directs or a driver elects to wash a bus, the employee shall be compensated at their regular rate of pay for one (1) hour each time with a maximum of four (4) times each school year.

Should the Board require summer bus cleaning, the opportunity for said cleaning shall be offered to the most senior applicant in the Transportation classification and the rate of pay shall be \$10.00 per hour.

- D. If a driver is directed to time his/her route, he/she will be paid for the actual time to run the route.
- E. If a bus driver attends the mandated CDL (safety) meeting which is arranged by the Board, the employee shall be paid for such attendance. The member may, if granted permission by the immediate

supervisor, attend such training in another location. However, the employee may not be reimbursed by more than one employer.

- F. The parties agree that the work year for nine-month employees consists of the number of days students are required to be in attendance. However, bus drivers will be paid additional time for transporting students who attend classes at schools other than Osnaburg if such trips are part of the driver's regular route, and the school calendar does not match Osnaburg's school calendar.
- G. Renewal fee of bus driver CDL license shall be paid by the Board.
- H. Employees required to attend meetings/drug testing, etc. will be compensated at their regular hourly rate of pay for all time required.
- I. Daily Bus Routes

- 1. It is the Board's responsibility to determine the transportation routes and the vehicles assigned to the drivers.

The Board may create a route to be a continuous flow of driving regardless of starting and ending times.

The most senior driver may bid on extra runs/shuttles as long as the extra run/shuttle does not cause the driver to exceed eight (8) hours in a day or forty (40) hours in a work week.

Should a driver be employed in an additional classification in the district, the total time worked in both classifications shall not exceed eight (8) hours in a day or forty (40) hours in a work week.

2. A bus route may consist of both a morning and afternoon run. The minimum time for a bus route shall be three (3) hours including twenty (20) minutes per day for cleaning/inspection. When a driver is required to take out a different bus during the same day, he/she shall be allowed twenty (20) minutes for fueling, cleaning, and pre-inspection.
3. All routes shall be posted 5 working days before the route bidding begins. Bidding takes place no later than two (2) weeks prior to the beginning of the school year. All bidding shall be by seniority.
4. When during the school year a route becomes available, it shall be posted for bid and awarded to the most senior driver. If after the bus routes are initially bid, the time for any bus route is adjusted by thirty (30) minutes or more, that route and subsequently changed routes shall be re-bid by seniority.

Extra routes are also called shuttles. Driver's times move as shuttle time moves through the year, unless overlapping schedules occurs.
5. After the first three weeks of school, if a route increases more than five (5) minutes from the established driving time, the Transportation

Director may accompany the driver on both the morning and afternoon runs to establish the correct driving time. The established driving time shall include an additional five (5) minutes to allow for daily variance.

6. If extenuating circumstances result in the driver going fifteen (15) minutes beyond the daily compensation time, payment will be made in fifteen (15) minute increments.
7. When a bus driver is absent and his/her normal route and/or shuttle needs substitution, existing properly certified bus drivers under contract with Osnaburg Local shall have first rights by seniority, for substitution on such routes when time allows for such notification. The Association may not grieve on the issue of whether "time allows". Properly certified substitutes will be used if management is unable to contact a bus driver willing to substitute. Drivers may not be excused from their regularly assigned route runs or other duties to pick up an additional route and/or shuttle.

J. Extra Curricular/Field Trips

1. A properly certified bus driver must be assigned to drive an extra-curricular/field trips which occur during the regular school year. An extra-curricular field trip is defined as any trip in which more than eight (8) total passengers (at least one (1) being a student) are being transported to any school related function from

portal to portal. (Passengers are to include students, coaches, and or adult volunteers.)

Such a trip is defined for each individual team (not meant to divide such groups as the JV basketball team from the Varsity basketball team.) Members from separate teams will be combined for transportation purposes when deemed appropriate by management for the most efficient and effective manner. Actual time of trips shall include a pre-trip and interior cleaning.

2. Extra field trips shall be paid at the regular hourly rate for the time that includes regular contract hours and field trip rate for hours beyond normal contract hours. The minimum time for field trips shall be three (3) hours.
 - a. Over-night field trips will receive pay for all driving time and additional compensation of \$50.00 for each night. The employee will be provided a single room for the night(s).
 - b. Drivers may not be excused from their regularly assigned route runs or other duties in order to take a field trip, except that all overnight team trips will be posted to be assigned by order of seniority.

Drivers may not be excused from their regularly assigned route runs or other duties in order to take a field trip.

3. To ensure all drivers have sufficient time to bid on Extra Curricular/Field Trips, all trips shall be posted by 10:00 AM Wednesday two weeks prior to the trip. All drivers wishing to receive an Extra Curricular/Field Trip shall mark accordingly on the Trip Board by Thursday morning at 10:00 AM. Trip requests shall be time stamped.

When circumstances result in a request being made after Thursday at 10:00 a.m., an attempt will be made to contact drivers as per the list prior to requesting a sub to take the trip. A driver who rejects an extra trip posted after Thursday at 10:00 a.m. shall not lose his position on the extra trip list.

A monthly report shall be made to the President of OAPSE listing trips that were scheduled after Thursday at 10:00 a.m. with the reason for the late posting of each trip.

The extra trip list shall be posted on the main bulletin board of the bus garage.

The Board agrees that if a driver is not required to remain with the students during a field trip, the trip will be posted as two trips, (i.e. students portal to portal) and paid for the time required with a three (3) hour minimum.

4. The Transportation Supervisor shall maintain an extra-curricular/field trip roster, which shall bear the names of all regular drivers wishing to take such trips. This roster shall be posted in the bus garage and shall remain posted at all

times. This roster will be for the assignment of all extra-curricular/field trips. Extra-curricular/field trips shall be granted on a seniority rotation basis. At the beginning of the school year, the employee with the most seniority shall begin the seniority rotations process. Trips shall be awarded starting at the top of the list until a driver is found and then the list shall continue with the next driver in line for the next available trip.

- a. Extra-curricular/field trips will be listed on the roster with the trip with the most current departure date and time listed first.
 - b. If a driver accepts a trip, he/she will mark an X (yes) with a number following the X to indicate the number of trips driven (ex. X2). If the trip is declined by the driver, they will mark a letter P (pass) with a number following indicating the total number of trips available to this driver (ex. p3).
 - c. Any trip canceled after it is registered, the driver will receive compensation of one and one-half (1 ½) hours pay.
5. a. It is the Board's responsibility to ensure the safety of all of our students as they travel to and from their school building and local areas of interest, especially when such travel is subject to adverse weather conditions.

- b. Due to the nature of these trips, it is impossible to plan ahead for weather conditions. Therefore, as transportation is needed it is not always possible to follow normal operating procedures for posting of these "late" trips.
- c. These trips assigned shall be awarded to the first available driver at their regular rate of pay at a minimum of ½ hour. Such a trip may require two (2) round trips (i.e. in the event of an entire grade level). Any additional time beyond the ½ hour will also be compensated at the driver's regular rate of pay.
- d. If no driver can be found to fill this emergency trip, it is then left to the Board to fulfill the transportation need.

K. Alcohol/Drug Testing

- 1. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and Federal regulations, Subpart F. Alcohol Misuse and Controlled Substance Use Information (Part VII, p. 7513-7514), shall be given to affected employees. The employee shall sign a proof of receipt.
- 2. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting

forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.

3. Random testing will be done during scheduled work time.
4. The same laboratory shall be used for all testing except as specified in subsection 7 below. Upon request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.
5. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and association representation.
6. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the union and the Board.
7. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72 hour period.

8. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
9. Any and all Board required Drug-Alcohol testing shall be paid by the Board.
10. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - a. reinstate the employee to his original position
 - b. suspend without pay for up to three days at the Superintendent's discretion
 - c. If the employee has more than five years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
 - (1.) be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he is qualified.

(2.) be terminated under 3319.081 O.R.C. (Ohio Revised Code)

d. If the employee has five years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by J.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.

11. If the employee tests positive on the alcohol test (below .04) disciplinary action, if any:

a. shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement or

b. may result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion.

12. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

ARTICLE 28 – TUITION FREE ATTENDANCE

Children of members of the bargaining unit may attend the Osnaburg Local Schools' tuition free as long as the increase of students due to this clause does not necessitate the employment of additional staff at the elementary or secondary level at the time of initial enrollment in the district. Students will be accepted by using the earliest date of application.

Admission shall only be at the beginning of a school year.

ARTICLE 29 – VACATION

- A. Each non-teaching employee who is regularly employed on a twelve month basis shall be entitled to a vacation leave with full pay for ten (10) work days each contract year excluding legal holidays. Any exception to this provision to be made for employees during their first contract year is covered under paragraph B of this section. Employees continuing in the employ of the Board for five (5) full and consecutive years of service shall be entitled during each contract year thereafter to a vacation leave with full pay for twelve (12) work days excluding legal holidays; those continuing in the employ of the Board for eight (8) full and consecutive years of service shall be entitled during each contract year thereafter to a vacation leave with full pay for fifteen (15) work days excluding legal holidays; those continuing in the employ of the Board for ten (10) full and consecutive years of service shall be entitled during each contract year thereafter to a vacation leave with full pay for seventeen (17) work days excluding legal holidays; and those continuing in the employ of the

Board for fifteen (15) full and consecutive years of service shall be entitled during each contract year thereafter to a vacation leave with full pay for twenty (20) work days excluding legal holidays, those continuing in the employ of the Board for more than twenty (20) full and consecutive years of service shall be entitled during each contract year between twenty (20) and thirty (30) to a vacation leave with full pay for one additional day for each year above twenty (20) until the employee reaches thirty (30) years.

B. Beginning Employee's Vacation

New employees who commence work after September 1 shall earn vacation days on a pro-rated basis.

- C. The contract year for each non-teaching employee shall be defined as the period of July 1 through June 30. A full year for a twelve month period shall be defined as a minimum of nine (9) months during any contract year.
- D. Vacation leave should be taken during the contract year for which the leave applies but only after vacation has been earned. However, vacation days may be carried over until December 31 of the next contract period providing the employee has written permission from their superintendent.
- E. Vacation leave can be earned when an employee is absent from duty for reasons covered by leave policies approved by the Board or while claiming industrial compensation for injury pursuant to this employment under the Board.

- F. Upon approval of the Superintendent, an employee may forfeit vacation in exchange for pay of money in lieu of vacation.
- G. The scheduling of vacations must be approved by the immediate supervisor and the Superintendent.

**ARTICLE 30 – WAIVER OF NEGOTIATIONS DURING
TERM OF AGREEMENT**

The Board and OAPSE acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Further, the parties acknowledge that the understandings and agreements arrived at by both parties after the exercise of said right an opportunity are set forth in this Agreement. Therefore, the Board and the employee organization shall voluntarily waive during the life of said Agreement these rights, and each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed said Agreement.

If, during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the Board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

ARTICLE 31 – WORK WEEK / WORK YEAR

- A. O.R.C. 3319.086 provides that forty (40) hours shall be the standard work week for all non-teaching school employees. The standard work week of seven (7) days shall commence Sunday evening at midnight. Non-teaching employees shall not be required to work on official holidays, unless failure to work on such holidays would impair the public service. When such employees are requested by their responsible administrative superiors, to work on official holidays, such employees shall be given compensatory time off in the amount of an hour and a half (1 ½) for each hour worked.

A custodial position may be posted to include a flexible schedule, example: Saturday assignment with a weekday off. The compensation shall include a premium pay of fifty cents (.50) per hour and the normal work week shall be forty (40) hours.

- B. 1. The work week for bargaining unit employees in the various classifications shall be determined according to the scheduled listing in Appendix C.
2. All employees will work at least the minimum number of hours per day and per week as listed with each position in Appendix C. All employees may work additional hours per day

and per week if agreed upon by both the Board and the employee.

Employee(s) needing additional time to complete their duties will, upon prior approval of the immediate supervisor receive either overtime or compensatory time off. The affected employee(s) shall make the choice of either overtime or compensatory time.

3. The hours worked per day shall be exclusive of a thirty (30) minute lunch period free from duties and interruptions, except in emergency situations.
- C. If an employee is asked to work in excess of forty (40) hours in a standard work week or seven (7) days as defined in Appendix C, such employee shall receive one and one half (1.5) time for all hours worked in excess of forty (40) hours. Overtime assignments shall be distributed as nearly equal as possible among qualified and willing employees within a given classification. To determine weighted average pay for overtime, we will follow the fair labor standard act procedures.
 - D. Second and third shift custodial employees shall be permitted to have up to thirty (30) minutes of their lunch break as part of their eight hour work day, except when they are working the day shift as specified in paragraph F of this section.
 - E. For purposes of overtime, hours worked must be actual time worked.

- F. Those members of the custodial staff employed on a twelve month contract will work their regular shift during the school year, unless otherwise directed by their immediate supervisor. The exception to this shall be the Christmas recess and Spring recess, when all custodians will work the day shift unless otherwise directed by their immediate supervisor. During the summer months, the custodial staff shall work the day shift.

ARTICLE 32 – DURATION

This agreement, upon ratification by the Osnaburg Local School District Board of Education and OAPSE Chapter #31, shall be effective July 1, 2019 through June 30, 2022.

ARTICLE 33 – AGREEMENT AND SIGNATURES

THIS AGREEMENT made and entered into this 26TH day of August, 2019 by and between the Board of Education of the Osnaburg Local School District, and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AFSCME/AFL/CIO, and its Local 31, hereinafter called the “Union” for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME/AFL/CIO, and its Local 31, hereinafter called the
"Union" for and on behalf of the employees in the bargaining
unit set forth in Article 1 of this Agreement.

For the Board

Kevin Finegrock
Stephen M. Smith
President

Christa Roberts
Treasurer

For the Union:

Narettie Johnson
Kathleen Seavest
OAPSE Local #31
President

Vijay K. Singh
Kathy A. Nelson

OSNABURG LOCAL SCHOOL DISTRICT
GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, or Organization _____

Address _____ Phone _____

School

Principal/Supervisor

Date Grievance Occurred _____

Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

Initiated at Level _____

STATEMENT OF GRIEVANCE: _____

ACTION REQUESTED: _____

Have you discussed this with your Principal/Supervisor: Yes ___ No ___

If YES, what action did you take so far:

Grievant

Date

OSNABURG LOCAL SCHOOL DISTRICT
GRIEVANCE DECISIONS

Level II or III Decision: _____

Date: _____ Signature: _____
Administrative Representative

Date: _____ Signature: _____
Grievant and/or Association Rep.

APPENDIX C

OSNABURG LOCAL SCHOOL DISTRICT
SALARY AND WAGE RATE SCHEDULES
FOR NONTEACHING PERSONNEL

1. MAINTENANCE (2080 HRS)

	Index	2% FY 19-20	2% FY 20-21	2% FY 21-22
0	1.000	16.34	16.67	17.01
1	1.022	16.70	17.04	17.38
2	1.042	17.03	17.37	17.72
3	1.066	17.42	17.77	18.13
4	1.089	17.79	18.15	18.52
5	1.114	18.20	18.57	18.95
6	1.137	18.58	18.95	19.34
7	1.161	18.97	19.35	19.75
8	1.184	19.35	19.74	20.14
9	1.210	19.77	20.17	20.58
10	1.232	20.13	20.54	20.96
15	1.260	20.59	21.00	21.43
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Maintenance person(s) are twelve (12) month employees and work a minimum of forty (40) hours per week, eight (8) hours per day. They receive credit for ten (10) paid holidays. The Board also agrees to pay the annual renewal of boiler licenses of Maintenance person(s).

2. Groundskeeper

	Index	2% FY 19-20	2% FY 20-21	2% FY 21-22
0	1.000	13.18	13.45	13.72
1	1.020	13.44	13.72	13.99
2	1.040	13.71	13.99	14.27
3	1.061	13.98	14.27	14.56
4	1.082	14.26	14.55	14.85
5	1.104	14.55	14.85	15.15
6	1.127	14.85	15.16	15.46
7	1.149	15.14	15.45	15.76
8	1.172	15.45	15.76	16.08
9	1.196	15.76	16.09	16.41
10	1.220	16.08	16.41	16.74
15	1.244	16.40	16.73	17.07
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The number of work days and paid holidays are dependent upon the actual work days and holidays from March 1st through November 30.

3 Groundkeeper/Custodian		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	13.77	14.05	14.34
1	1.020	14.05	14.33	14.63
2	1.040	14.32	14.61	14.91
3	1.061	14.61	14.91	15.21
4	1.082	14.90	15.20	15.52
5	1.140	15.70	16.02	16.35
6	1.126	15.51	15.82	16.15
7	1.149	15.82	16.14	16.48
8	1.172	16.14	16.47	16.81
9	1.195	16.46	16.79	17.14
10	1.219	16.79	17.13	17.48
15	1.243	17.12	17.46	17.82
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Grounds Keeper/Custodian is a 12 month position and work a minimum of forty (40) hours per week, eight (8) hours per day. The receive credit for ten (10) holidays.

4. CUSTODIANS (2080 HRS)

	Index	2% FY 19-20	2% FY 20-21	2% FY 21-22
0	1.000	14.39	14.68	14.98
1	1.025	14.75	15.05	15.35
2	1.049	15.10	15.40	15.71
3	1.075	15.47	15.78	16.10
4	1.104	15.89	16.21	16.54
5	1.127	16.22	16.54	16.88
6	1.153	16.59	16.93	17.27
7	1.183	17.02	17.37	17.72
8	1.210	17.41	17.76	18.13
9	1.236	17.79	18.14	18.52
10	1.266	18.22	18.58	18.96
15	1.294	18.62	19.00	19.38
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Custodians are twelve (12) month employees and work a minimum of forty (40) hours per week, eight (8) hours per day. They receive credit for ten (10) paid holidays. The Board also agrees to pay the annual renewal of boiler licenses for Custodians.

5. ELEM CLEANER (1512 HRS)

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	11.32	11.55	11.79
1	1.031	11.67	11.91	12.16
2	1.063	12.03	12.28	12.53
3	1.091	12.35	12.60	12.86
4	1.127	12.76	13.02	13.29
5	1.158	13.11	13.37	13.65
6	1.193	13.50	13.78	14.07
7	1.224	13.86	14.14	14.43
8	1.257	14.23	14.52	14.82
9	1.292	14.63	14.92	15.23
10	1.324	14.99	15.29	15.61
15	1.359	15.38	15.70	16.02
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Elementary Cleaner works all student days and receives credit for nine (9) paid holidays. They work a minimum of forty (40) hours per week, eight (8) hours per day.

6. CAFETERIA - HEAD COOK (1235 HRS)

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	10.90	11.12	11.35
1	1.045	11.39	11.62	11.86
2	1.088	11.86	12.10	12.35
3	1.136	12.38	12.63	12.89
4	1.181	12.87	13.13	13.40
5	1.230	13.41	13.68	13.96
6	1.278	13.93	14.21	14.51
7	1.330	14.50	14.79	15.10
8	1.384	15.09	15.39	15.71
9	1.434	15.63	15.95	16.28
10	1.486	16.20	16.52	16.87
15	1.543	16.82	17.16	17.51
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Head Cooks work all student days plus one day. They work a minimum of thirty two and one half (32 1/2) hours per week, six and one half (6 1/2) hours per day, and receive credit for nine (9) paid holidays.

7. H. S. COOKS (1235 HRS)

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	10.42	10.63
1		1.041	10.85	11.07
2		1.089	11.35	11.58
3		1.140	11.88	12.12
4		1.187	12.37	12.62
5		1.238	12.90	13.16
6		1.287	13.41	13.68
7		1.344	14.00	14.29
8		1.402	14.61	14.90
9		1.459	15.20	15.51
10		1.510	15.73	16.05
15		1.565	16.31	16.64
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The High School Cooks work all student days plus one day. They work a minimum of thirty-two and one half (32 1/2) hours per week, six and one half (6 1/2) hours per day and receives credit for nine (9) paid holidays.

8. ELEM COOKS (1140 HRS)

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	10.42	10.63
1		1.041	10.85	11.07
2		1.089	11.35	11.58
3		1.140	11.88	12.12
4		1.187	12.37	12.62
5		1.238	12.90	13.16
6		1.287	13.41	13.68
7		1.344	14.00	14.29
8		1.402	14.61	14.90
9		1.459	15.20	15.51
10		1.510	15.73	16.05
15		1.565	16.31	16.64
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Elementary Cooks work all student days plus one and work a minimum of thirty (30) hours per week, six (6) hours per day. They receive credit for nine (9) paid holidays with the salary based on the number of hours worked per day in advance of each holiday.

9. CAFETERIA - PART TIME

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	9.52	9.71
1		1.010	9.62	9.81
2		1.036	9.86	10.06
3		1.073	10.21	10.42
4		1.122	10.68	10.89
5		1.172	11.16	11.38
6		1.223	11.64	11.88
7		1.272	12.11	12.35
8		1.304	12.41	12.66
9		1.336	12.72	12.97
10	LONGEVITY	180.00	180.00	180.00
15	LONGEVITY	180.00	180.00	180.00
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Cafeteria part-time work all student days and a minimum of ten (10) hours per week, two (2) hours per day. They receive credit for nine (9) paid holidays with the salary based on the number of hours worked per day in advance of each holiday.

10. MONITORS & PART TIME

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	9.84	10.04
1		1.037	10.20	10.41
2		1.085	10.68	10.89
3		1.131	11.13	11.36
4		1.179	11.60	11.84
5		1.227	12.07	12.32
6		1.276	12.56	12.81
7		1.322	13.01	13.27
8		1.353	13.31	13.58
9		1.384	13.62	13.90
10	LONGEVITY	180.00	180.00	180.00
15	LONGEVITY	180.00	180.00	180.00
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Monitors work all student days and a minimum of ten (10) hours per week, two (2) hours per day. The part-time Librarian works all student days plus two (2) and a minimum of twenty-seven and one half (27 1/2) hours per week, five (5) hours per day. They receive credit for nine (9) paid holidays with the salary based on the number of hours worked per day in advance of each holiday.

11. ACTIVITY CLERK/SECRETARY

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	11.61	11.85
1		1.037	12.04	12.29
2		1.074	12.47	12.73
3		1.115	12.95	13.21
4		1.155	13.41	13.69
5		1.198	13.91	14.20
6		1.238	14.37	14.67
7		1.280	14.86	15.17
8		1.325	15.38	15.70
9		1.373	15.94	16.27
10		1.424	16.53	16.87
15		1.475	17.12	17.48
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

Activity Accounts Clerk/Secretary work all teacher days on the school calendar plus twenty (20) and a minimum of thirty-seven and one half (37 1/2) hours per week, seven and one half (7 1/2) hours per day. They receive credit for nine (9) paid holidays. Additional days maybe added at the direction of the Principal and shall be paid at the employee's per diem rate. That change in work schedule will be voluntary*

* This applies to those employed prior to July 1, 2010. The board may post the additional days for newly hired employees after July 1, 2010 or when the position becomes vacant.

12. SECRETARY (1605 HRS)

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	11.32	11.55
1		1.036	11.73	11.97
2		1.074	12.16	12.40
3		1.110	12.57	12.82
4		1.152	13.04	13.31
5		1.195	13.53	13.80
6		1.236	13.99	14.28
7		1.280	14.49	14.78
8		1.326	15.01	15.32
9		1.373	15.54	15.86
10		1.422	16.10	16.42
15		1.471	16.65	16.99
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

Secretaries work all teacher days on the school calendar plus twenty (20) and a minimum of thirty-seven and one half (37 1/2) hours per week, seven and one half (7 1/2) hours per day. They receive credit for nine (9) paid holidays.

13. PART-TIME SECRETARY

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	11.32	11.55	11.79
1	1.036	11.73	11.97	12.21
2	1.074	12.16	12.40	12.66
3	1.110	12.57	12.82	13.09
4	1.152	13.04	13.31	13.58
5	1.195	13.53	13.80	14.09
6	1.236	13.99	14.28	14.57
7	1.280	14.49	14.78	15.09
8	1.326	15.01	15.32	15.63
9	1.373	15.54	15.86	16.19
10	1.422	16.10	16.42	16.77
15	1.471	16.65	16.99	17.34
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Part-Time Secretary works all student days plus any additional days up to a maximum of twenty (20) days. They work a minimum of ten (10) hours per week, two (2) hours per day, and receive credit for nine (9) paid holidays with the salary for the holiday based on the number of hours worked per day in advance of each holiday.

14. LIBRARIAN AIDE

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	10.23	10.44	10.65
1	1.032	10.56	10.77	10.99
2	1.071	10.96	11.18	11.41
3	1.107	11.32	11.56	11.79
4	1.145	11.71	11.95	12.19
5	1.185	12.12	12.37	12.62
6	1.227	12.55	12.81	13.07
7	1.269	12.98	13.25	13.51
8	1.314	13.44	13.72	13.99
9	1.356	13.87	14.16	14.44
10	1.410	14.42	14.72	15.02
15	1.465	14.99	15.29	15.60
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Librarian Aide works all student days plus five (5) and works a minimum of thirty-two and one half (32 1/2) hours per week, six and one half (6 1/2) hours per day, and receives credit for nine (9) paid holidays.

15. SP ED AIDE/TCHR AIDE

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	10.23	10.44	10.65
1	1.032	10.56	10.77	10.99
2	1.071	10.96	11.18	11.41
3	1.107	11.32	11.56	11.79
4	1.145	11.71	11.95	12.19
5	1.185	12.12	12.37	12.62
6	1.227	12.55	12.81	13.07
7	1.269	12.98	13.25	13.51
8	1.314	13.44	13.72	13.99
9	1.356	13.87	14.16	14.44
10	1.410	14.42	14.72	15.02
15	1.465	14.99	15.29	15.60
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Special Education Aide/Teacher Aide works all student days plus any additional days up to a maximum of twenty (20) days and a minimum of ten (10) hours per week, two (2) hours per day, and receives credit for nine (9) holidays based on the number of hours worked per day in advance of each holiday.

16. HS/ELEM MONITOR

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	9.84	9.94	10.14
1	1.031	10.15	10.25	10.45
2	1.083	10.66	10.77	10.98
3	1.115	10.97	11.08	11.31
4	1.148	11.30	11.41	11.64
5	1.179	11.60	11.72	11.96
6	1.211	11.92	12.04	12.28
7	1.244	12.24	12.37	12.61
8	1.276	12.56	12.68	12.94
9	1.310	12.89	13.02	13.28
10	1.345	13.23	13.37	13.64
15	1.395	13.73	13.87	14.15
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The High School/Elementary Monitor works all student days and works a minimum of thirty-five (35) hours per week, seven (7) hours per day, and receives credit for nine (9) holidays.

17. BUS MECHANIC (2080 HOURS)

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	17.76	18.12	18.49
1	1.023	18.17	18.54	18.92
2	1.049	18.63	19.01	19.40
3	1.080	19.18	19.57	19.97
4	1.094	19.43	19.82	20.23
5	1.119	19.87	20.28	20.69
6	1.143	20.30	20.71	21.13
7	1.168	20.74	21.16	21.60
8	1.195	21.22	21.65	22.10
9	1.219	21.65	22.09	22.54
10	1.245	22.11	22.56	23.02
15	1.277	22.68	23.14	23.61
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Bus Mechanic is a twelve (12) month employee and works forty (40) hours per week, eight (8) hours per day, and receives credit for ten (10) paid holidays.

18. CROSSING GUARD

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0	1.000	10.90	11.12	11.35
1	1.019	11.11	11.33	11.57
2	1.039	11.33	11.55	11.79
3	1.059	11.54	11.78	12.02
4	1.079	11.76	12.00	12.25
5	1.100	11.99	12.23	12.49
6	1.121	12.22	12.47	12.72
7	1.142	12.45	12.70	12.96
8	1.164	12.69	12.94	13.21
9	1.186	12.93	13.19	13.46
10	LONGEVITY	180.00	180.00	180.00
15	LONGEVITY	180.00	180.00	180.00
20	LONGEVITY	180.00	180.00	180.00
25	LONGEVITY	180.00	180.00	180.00

The Crossing Guard works all student days and works a minimum of eight and three-quarters (8 3/4) hours per week, one and three-fourths (1 3/4) hours per day, and receives credit for nine (9) paid holidays.

19. BUS DRIVERS

		2%	2%	2%
	Index	FY 19-20	FY 20-21	FY 21-22
0		1.000	17.45	17.80
1		1.030	17.97	18.33
2		1.054	18.39	18.76
3		1.085	18.93	19.31
4		1.113	19.42	19.81
5		1.143	19.95	20.35
6		1.177	20.54	20.95
7		1.199	20.92	21.34
8		1.223	21.34	21.77
9		1.248	21.78	22.21
10	LONGEVITY		180.00	180.00
15	LONGEVITY		180.00	180.00
20	LONGEVITY		180.00	180.00
25	LONGEVITY		180.00	180.00

Bus Drivers work all student days and work a minimum of three (3) hours per day. They receive credit for nine (9) paid holidays with the salary based on the average number of hours worked per day as determined in Article 19.

20. EXTRA TRIPS

2%	2%	2%
FY 19-20	FY 20-21	FY 21-22
13.27	13.54	13.81