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# **NEGOTIATED AGREEMENT**

**Between**

**The New Albany-Plain Local Board of Education**

**and**

**Local 303 of  
The Ohio Association of Public School Employees  
/ AFSCME Local 4 / AFL-CIO**

**July 1, 2020 through June 30, 2021**

June 8, 2020

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## **PREAMBLE**

Local 303 of the Ohio Association of Public School Employees / AFSCME Local 4 / AFL/CIO, the Board of Education, and the Administration of the New Albany – Plain Local School District hereby affirm that a collaborative process based on open dialogue and creative problem solving is in the best interest of the District in order to create a culture of accountability that achieves the best academic and developmental outcomes for each student.

We believe that with a foundation of clear, aligned and rigorous standards, and with the necessary supports, our students will reach the highest levels of achievement in academics, the arts, athletics and service. We will create diverse, personalized opportunities that will ensure that every student will be prepared for college, career and life success.

We will support students in achieving high levels of learning by providing healthy learning environments that meet student needs. We will create a welcoming, informative, and efficient school climate through friendly service and effective, proactive communication. We will provide safe, orderly and reliable transportation for students, as well as clean, well-maintained physical spaces for learning and growth. We commit to providing healthy, nutritious, and appealing meals for students during the school day. We will ensure safe, well-supervised opportunities for student informal recreation and interaction on the playground and in the cafeteria. We will provide additional learning supports for students in collaboration with classroom teachers. We strive to be the leader in the state of Ohio and a top performer nationally to embrace the expectations and beliefs of our community.

We believe lifelong learning by every staff member will enable us to create high levels of achievement and growth for every child. We commit to actively utilize data and research to guide our decisions and will access and engage the expertise of others from high-performing organizations across the globe. With a focus on positive growth and professional development for all, we will continue to collaborate and support our staff to continuously develop their expertise and effectiveness, all while focused on the needs of students.

We pledge to never stop learning and evolving. We will constantly learn from our results, from research, and from others across the globe who are leading students to the highest possible levels of performance in every area. We will create a school district, culture, and community where every single person is empowered to serve, lead and succeed in our fast-paced, evolving world.

**ARTICLE 1  
RECOGNITION**

- 1.01 The New Albany-Plain Local Board of Education, hereinafter referred to as the "Board", recognizes the Ohio Association of Public School Employees / AFSCME Local 4 / AFL-CIO and its Local #303, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for all full-time and regular short-hour, non-teaching employees of the district, with the exclusion of Central Office personnel, employees whose jobs are supervisory in nature, and substitutes. Supervisors are defined as those employees who have the right to recommend employment, dismissal, and disciplinary actions.
- 1.02 The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule.
- |                          |                |                    |
|--------------------------|----------------|--------------------|
| 1. Custodian             | 5. Bus Driver* | 9. Mechanic Helper |
| 2. Head Custodian        | 6. Bus Aide    |                    |
| 3. Library Aide          | 7. Mechanic I  |                    |
| 4. Educational Assistant | 8. Mechanic II |                    |

\*Including those with assigned routes and Route Specialists

(NOTE: It is expressly understood and agreed that the following positions or classifications shall no longer be part of this bargaining unit effective July 1, 2020: Aides, ALC Aides, Cooks, Food Service Workers, Grounds/Maintenance, Head Food Service Worker, Head Grounds, Maintenance, Mechanic Technicians, Operator/Maintenance Tech, Receptionist and Secretary.)

- 1.03 For the purpose of this agreement and in conjunction with the exclusions set forth in Section 1.01 above, the Coordinators of Custodial/Maintenance, Food Services, and Transportation, and the Assistant Transportation Coordinator are excluded from the bargaining unit.
- 1.04 The recognition granted herein shall be for the term of the negotiated agreement.
- 1.05 It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization, or payment of any dues, fees or assessments to any such organization(s), shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.
- 1.06 In the event a rival labor organization attempts to secure bargaining rights, the Rules and Regulations stated in 4117.05 of the Ohio Revised Code shall be used.

**ARTICLE 2**  
**SCOPE OF BARGAINING**

- 2.01 The Board and the Union agree the scope of bargaining will be limited to salary, fringe benefits and working conditions only. Other issues of concern which are mutually agreed to, in writing, shall be negotiated by the representatives of the Board and the Union within the negotiation time guidelines of this Agreement.
- 2.02 Salary and fringe benefits are defined for bargaining purposes as provided below:
- |                     |   |
|---------------------|---|
| 1. Salary:          | Hourly wages, years-of-service increments and overtime              |
| 2. Fringe Benefits: | Insurance coverage, paid leaves of absence, retirement pay, mileage |
- 2.03 All other items not specifically and expressly outlined above are not within the scope of bargaining and will not be proper subjects for negotiations, unless mutually agreed to by the parties in writing.

**ARTICLE 3**  
**NEGOTIATIONS PROCEDURE**

3.01 Notification

If either party desires to commence bargaining on matters defined in Article 2, contained in this Agreement, it shall notify the other party in writing at least ninety (90), but no more than one-hundred twenty (120) calendar days prior to the expiration of the current Agreement. Notification in writing from the Union shall be served on the State Employment Relations Board with a copy to the Superintendent.

By mutual agreement the parties may utilize the Interest Based Bargaining Process to negotiate a successor agreement. In the event the parties are unable to negotiate a successor agreement using Interest Based Bargaining, the parties shall revert to traditional bargaining.

3.02 Negotiation Teams

1. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators (including an OAPSE Staff Field Representative on OAPSE's team and any consultant of choice on the Board's team), not to exceed five (5) for each team, nor less than three (3) members each. Neither party in any negotiations shall have any control over the selection of a negotiation or bargaining representatives of the other party.
2. Each team shall designate one chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at.
3. While no final Agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all

necessary power and authority to make proposals, consider counter proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively in Executive Session between said teams.

4. All members of the Union and Board negotiations teams shall have the right to express their views at negotiation sessions; and shall not be subject to reprisal by the Board or members of the Union during and after completion of negotiations.

### 3.03 Negotiations Meetings

1. Upon written request by either party for a negotiation meeting, the receiving party will have five (5) calendar days to reply to the request. Within fifteen (15) calendar days after receipt of the reply an initial meeting shall be held between the parties, unless otherwise mutually agreed to by both parties.
2. Issues proposed for negotiations shall be submitted in writing for mutual exchange between the Union and the Board at the initial meeting set for such purpose. Original proposals shall be written and in language suitable for inclusion in the final Agreement. Topical listings of items proposed for negotiations (i.e. "laundry list") shall constitute a clear failure of compliance and may be disregarded. Subsequent meetings within the time limits as designated in the Negotiations Procedure will be held to negotiate the proposals.
3. After the first (1st) meeting, no new proposals shall be submitted by either party unless by mutual agreement.
4. Each negotiations meeting will be held in Executive Session, including mediation sessions, if held.
5. Meetings shall be scheduled with the least interruption of work schedules. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

### 3.04 Negotiation Time Limits

1. Upon the request of either party, the negotiation meeting shall be recessed up to thirty (30) minutes or longer, if mutually agreed to by both parties, to permit the requesting party to caucus.
2. Bargaining sessions shall last a maximum of three (3) hours, unless otherwise mutually agreed by both parties.
3. Items under negotiation must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted.

If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.

4. Any time limits established under this Article may be modified by mutual agreement of both parties.

### 3.05 Information

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence, currently available or in other than its existing form.

### 3.06 Consultants

1. Each team shall be authorized to admit no more than two (2) consultants to negotiating meetings. Consultants may interchange with members of the team as may be desired. No more than one consultant may be permitted to address the negotiators at one time.
2. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations.
3. The intended use of such consultants shall be notified to the Board or the Union prior to all negotiation meetings.

### 3.07 Progress Reports

1. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations. The Board and the Union retain the right to issue general reports to their constituents on the progress of negotiations.
2. During any phase of negotiations, including mediation and/or fact-finding, there will be no interview or public releases of information to the media unless agreed upon by both parties. If in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the releases prior to its dissemination.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

### 3.08 Agreement

1. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union for ratification, and if ratified, to the Board for its approval.
2. When approved by the Board, the Agreement shall be signed by both parties.
3. All negotiated benefits shall be implemented by all parties concerned and shall become effective on the date agreed to by both parties.



4. It shall be the responsibility of the Board to provide a typed copy of the final agreement to the Union, and it shall be the responsibility of the Union to duplicate and distribute copies of the final agreement to the members of both parties.

### 3.09 Disagreement

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals within the specified time limits as contained in the Negotiations Procedure, either party shall have the option of declaring impasse or impasse may be declared by mutual agreement.
2. Impasse is when the parties have stopped talking to each other at the time limits contained in the Negotiation Procedure.
3. If agreement is not reached within the specified time limits as contained in the Negotiations Procedure, the parties may jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
4. The mediator has no authority to extend the time limits of the current agreement or to bind either party to any agreements.
5. Mediation as described herein constitutes the parties mutually agreed dispute resolution procedure under Ohio Revised Code 4117.14 and supersedes any and all of the procedures otherwise discussed in that section with the exception of those pursuant to Ohio Revised Code 4117.14 (D) (2) following exhaustion of mediation hereunder.

### 3.10 Amendment

The Local President, the OAPSE Field Representative, the Superintendent, and their respective designees may meet privately during the term of this Agreement. In the event that such a meeting produces mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification to the Local and thereafter to the Board and shall become effective upon such dual ratification.

## **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.01 The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, 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, the right:
  1. To have the exclusive responsibility and authority to manage, control, and direct, in behalf of the public, all of the operation and activities of the school district;
  2. To hire all employees and subject to the provisions of law and the explicit terms of this agreement to determine their qualifications and the conditions for their continued employment;

3. To determine hours of work and duties, responsibilities and assignments of employees with respect to the employees' employment and terms and conditions of such in the school district.
- 4.02 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 connection therewith shall be limited only to 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 the laws of the United States.

## **ARTICLE 5 RIGHTS OF THE UNION**

- 5.01 The Board agrees that, with the approval of the Superintendent or his/her designee, non-employee officers and representatives of the Union may be admitted to school premises during times that employees in the unit are working. The Union representative shall, upon arrival, check in through the established channels for receiving visitors. Such visitations shall be for the purpose of the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of the employees. However, the Board agrees to provide for the release of employees from their normal duties to meet privately with the representative for no more than thirty (30) minutes, so long as that employee's work responsibilities can be covered without the hiring of a substitute.
- 5.02 The Board recognizes the right of the Union to designate one member of the unit as a Grievance Chairperson and one member as an alternate Grievance Chairperson. The alternate Chairperson shall assume the duties of the Chairperson when he/she is absent from work for cause. All duties of the Chairperson and alternate shall be carried out during their non-duty hours.
- 5.03 The Union will be accorded the privileges of use of meeting space in school buildings with the following restraints: Arrangements for use of the space shall be approved and scheduled with the building principal 24 hours in advance; use is restricted to general membership meetings; rooms shall not be used later than 10:00 P.M.; meetings shall not be held more than once per month. The Board may require the Union to pay any additional cost involved in such use which shall be made known at the time of the request for building use. However, additional costs which cannot be projected by the Board because of negligence, abuse, over-extended use or other unforeseen events resulting from the use of the buildings by the Union shall be the responsibility of the Union.
- 5.04 The Board may allow a representative of the Union to review employee's personnel files when accompanied by the employee.
- 5.05 It is agreed that internal Union business, except for grievance investigations as outlined in Section 5.01 above, shall not be conducted during the duty hours of the employees concerned.

- 5.06 The right to be supplied with a seniority roster of all bargaining unit employees by November 1 of each year. The roster shall indicate the employee's present classification and job site.
- 5.07 The OAPSE Local delegate or alternate has the right to use six (6) days (*i.e.*, three (3) days each) to attend the OAPSE annual delegate conference or attend other meetings or hearings for the Local or School District as required with no loss in pay.

**ARTICLE 6  
DUES DEDUCTION**

- 6.01 The Board agrees that, upon receiving a written authorization for same from an employee, at any time during the school year, it shall deduct from that employee's wages the payment of Union dues, such deduction to be in equal installments each pay period that occurs in the year in which the deduction is to be made and that follows by a reasonable time receipt of both the authorization for deduction and the notification described in Section 6.02 below.
- 6.02 The Union will notify the Board Treasurer by September 5th of each year as to the total amount of dues to be deducted. Such notification shall be in the form of a letter signed and delivered by the President of OAPSE Local 303.
- 6.03 An authorization by an employee for dues deduction per Section 6.01 above may be withdrawn during the ten (10) day period beginning August 22 and ending August 31. Such requests for withdrawal must be mailed and postmarked during this ten (10) day period to the OAPSE State Office with a written or electronic copy to the school district; and any exceptions to the provisions outlined above must be mutually agreed upon by the Superintendent and OAPSE President on a case-by-case basis.

**ARTICLE 7  
PAYROLL ITEMS**

There shall be twenty-four (24) pays per year, paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month. If a regular payroll date falls on a holiday or any other day when the Central Office is not open for customary operations, the payment will be made on the next preceding day that the Central Office is so open.

All of such payments shall be made by direct deposit to a total of as many as three (3) separate accounts, which accounts shall be in one (1) or more financial institutions of the bargaining unit member's choosing, provided that each such financial institution so chosen by a bargaining unit member shall be a member of the federal reserve banking system. Bargaining unit members shall follow reasonable rules established by the Board's Treasurer to report account codes to be used for direct deposits, and directly deposited pay for any bargaining unit member may be held by the Board for that member's benefit pending receipt of at least one such account code from that member. Absent unusual circumstances, the information for direct deposits of bargaining unit members' pay shall be provided by the Board's Treasurer to the designated transfer agent two (2) or more days in advance of the applicable payroll date. Notification of the employee's deposit shall be made electronically.

- 7.01 Pay shall be based on employee time sheets (electronic unless otherwise specified), verified by the appropriate supervisor and personnel records.

- 7.02 Any payroll adjustments resulting from changes in the normal daily work assigned shall be paid in the pay period following receipt of the Employee Time Sheet for the pay period in which the changes occurred.
- 7.03 All error(s) in pay shall be corrected in the pay period following the pay period in which the error(s) is discovered by or brought to the attention of the Board's Treasurer.
- 7.04 The Board agrees to deduct from the wages of any employee who is a member of the Union, a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) voluntary donation as provided in a written authorization received from the employee by September 5<sup>th</sup>. Such voluntary authorization executed by the employee shall remain in force unless the employee withdraws his/her participation during the 10-day period beginning June 21<sup>st</sup> and ending June 30<sup>th</sup>. The member shall be required to specify in writing the dollar amount to be deducted per pay period commencing with the first pay in October through the last pay in June annually. The Treasurer agrees to forward P.E.O.P.L.E. deductions to the OAPSE State Treasurer each month during collection, along with a list of employees for whom such deductions were made. The Association agrees to hold the Board, its agents, employees, and representatives, individually and collectively, harmless from implementation of this provision.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

- 8.01 The primary purpose of the grievance procedure shall be to obtain at the lowest administrative level possible, solutions to the grievances which may arise.
- 8.02 A grievance is defined as a complaint limited to an alleged violation, misapplication, or misinterpretation of the written provisions of the negotiated agreement between the Union and the Board.
- 8.03 The grievant is an individual member or group of members of the bargaining unit, alleging a violation, misinterpretation or misapplication of a written provision of this negotiated agreement. A group grievance shall have arisen out of identical circumstances affecting each member of said group. Each member of a group grievance shall sign the grievance report form.
- 8.04 A decision on a group grievance shall be applied to all employees in the group and each shall be given a copy of the decision. An employee may withdraw, in writing, from a group grievance any time before a decision is rendered; however, s/he then waives any right to initiate the same or a substantially similar grievance. No more than three (3) employees shall attend any meetings or hearings conducted for the resolution of a group grievance.
- 8.05 Any individual grievance may be withdrawn, without prejudice or record, by the grievant at any time prior to the written decision in Step 1. The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal, shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

- 8.06 (1) For purposes of this Article, a day or a work day shall be defined as a day on which the Board's Central Office is open for customary operations and (2) for the same and other purposes under this Agreement, immediate supervisor may include, but is not limited to, a non-employee of the Board whose employer has contracted with the Board to provide supervisory services and who has been designated by the Superintendent or his/her designee to give direction to employees pursuant to that contract.
- 8.07 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest, provided that, in the absence of any such extension, failure to conduct a discussion at Step One or a hearing at Step Two, or to communicate a decision on a grievance at either Step within the specified time limits, shall automatically entitle the grievant to proceed to the next level.
- 8.08 An employee having a grievance shall first attempt to resolve it informally with his/her immediate supervisor within ten (10) work days of the date the grievant knew or should have known of the event or condition upon which the grievance is based. In meeting with his/her supervisor, the grievant shall inform the supervisor that s/he wishes to discuss a complaint upon which a formal grievance may be filed.

Should the grievant not attempt to resolve the complaint informally within the ten (10) day time limit; the grievance shall be considered waived.

The grievance chairperson or OAPSE Field Representative shall be notified by the grievant and may participate in this informal meeting. A complaint which cannot be resolved informally shall be processed as a formal grievance.

#### Step One

1. Within ten (10) work days after informal discussion of the alleged incident which is the subject of the grievance, the grievant will reduce the grievance to writing, on a form provided by the Board that requires (a) the alleged violation, including a statement of alleged facts and an identification of the specific section(s) of this Agreement allegedly violated, misinterpreted, or misapplied, (b) the relief sought, (c) the date of initiating the formal grievance procedure, and the grievant will present that form as so completed to his/her immediate supervisor, and if the immediate supervisor is not available, the grievance may be forwarded to the Business Manager or the next level of supervision.
2. The Grievance Form shall be dated and initialed by the immediate supervisor upon receipt.
3. Within ten (10) work days after the grievance is submitted, the supervisor will discuss the grievance with the employee involved and attempt to resolve it. Discussions at this step and any further step shall be confined to the issues as written and stated on the Grievance Form; and to the relief sought. The employee may be accompanied at the meeting by a Union grievance chairperson or Union officer at the request of the employee. The supervisor may be accompanied by another administrator.

4. Within ten (10) work days after this meeting, the supervisor will state his/her decision in writing on the Grievance Form and provide a copy to the grievant.

### Step Two

1. If the grievant is not satisfied with the decision concerning his/her grievance made at Step One, the employee may, within ten (10) work days of receipt of his/her immediate supervisor's decision, request the supervisor forward the grievance to the Superintendent. The Superintendent shall schedule a hearing within ten (10) work days of receipt of the grievance and shall notify the grievant of the time and place of such hearing.
2. The grievant may be accompanied by the OAPSE Field Representative and either the President or the Grievance Chairperson of OAPSE Local 303 if s/he requests. The Superintendent and/or his/her designated representative will conduct the hearing. The designated representative may be an outside consultant not in the employ of the Board. At his/her discretion, the Superintendent may request other administrators to attend his/her hearing.
3. Within ten (10) work days after such hearing, the Superintendent shall notify the grievant of the decision in writing.

### Step Three

If the grievant is not satisfied with the disposition at Step Two, the grievance may be either appealed to advisory arbitration or directly to the Board. If the grievant elects arbitration, the provisions in Section One below will be followed. If the grievant elects to appeal to the Board, the provisions in Section One are waived and the provisions in Section Two will be followed.

#### Section One

Within ten (10) days of receipt of the written Step Two disposition the grievant, with the concurrence of the Union, may submit a demand for arbitration form to the Federal Mediation and Conciliation Service (FMCS). Copies of said demand form will be sent to the Superintendent and the Union President at the same time as the original is sent to the FMCS. The arbitrator will be selected by the alternate strike method. Once an arbitrator is selected under this process, the arbitrator shall conduct a fair and impartial hearing on the grievance during which both parties will have an opportunity to present its side of the grievance. The arbitrator shall issue his/her written award as soon as possible after the hearing. Copies of the award will be sent to the grievant, the Union President, the Superintendent and will be final and binding on all parties unless appealed to the Board within ten (10) days of receipt of the award, in which case it shall be treated as being advisory in nature.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement; which adds to, subtracts from, or otherwise alters or amends this Agreement; or which is contrary to law.

The fees and expenses of the arbitrator shall be paid by the party who loses the arbitration. The Union shall pay for its filing fees.

### Section Two

Within ten (10) days of receipt of the written Step Two disposition, or within ten (10) days of receipt of the arbitrator's written award if Section One hereinabove has been utilized, the grievant or the Superintendent may appeal the grievance to the Board. Such appeal shall be in writing to the Treasurer of the Board. The appealing party shall submit a copy of the appeal to the other party at the same time it is filed with the Treasurer.

Within thirty (30) days of receipt of the written appeal, the Board, or its designated Board member(s), shall meet with the grievant. The meeting shall include the Superintendent, the Grievant, Union representative(s), and any other person who may be needed to give information concerning the grievance.

Within fifteen (15) days following the meeting, the Board or designated Board member(s) shall render a written disposition. Said disposition shall be sent to the grievant, the Union President, and the Superintendent and shall be binding on all parties and final.

## **ARTICLE 9 LABOR/MANAGEMENT RELATIONS**

- 9.01 The Local President and the OAPSE Staff Field Representative agree to meet with the Superintendent and his/her designee to discuss labor/management issues pertaining to classified employees on an as needed basis.
- 9.02 The Local President and/or his/her designee shall participate in discussions of calendar proposals with the administration prior to Board adoption of a school calendar each year. This participation shall not be construed as negotiating the actual calendar, but is only to guarantee Association input in the development of the school calendar.
- 9.03 The Board Policy shall be available online. Staff shall be notified electronically via school email of all policy amendments including the policy number and title. Administrative Guidelines shall also be available online.
- 9.04 An updated staff handbook shall be available online.

**ARTICLE 10  
CONTRACTS**

10.01 Employees Hired Before November 2, 2018

Regular non-teaching school employees shall be awarded an initial contract of twelve (12) months. This contract will coincide with a twelve (12) month probationary period beginning with the employee's first date of work. If the employee's employment is continued beyond the initial contract term, the employee will be issued a contract of at least two (2) but less than three (3) years, so that this second contract will expire on June 30<sup>th</sup>. Upon expiration of the second contract, if the employment of the employee is continued, the employee will be issued a continuing contract. The parties intend that this provision will specifically supersede and replace any conflicting provisions of Section 3319.091 of the Ohio Revised Code regarding the contract sequence for employees. Nothing in this paragraph or elsewhere in this agreement shall interfere with the Board's authority to discontinue the employment of any such employee as permitted by the establishment of the probationary period of that duration set forth in Section 11.03.

Employees Hired On or After November 2, 2018

Newly hired regular non-teaching school employees shall be awarded an initial contract of twelve (12) months. This contract will coincide with a twelve (12) month probationary period beginning with the employee's first date of work. If the employee's employment is continued beyond the initial contract term, the employee will be issued subsequent contracts in accordance with Section 3319.081 of the Ohio Revised Code. Nothing in this paragraph or elsewhere in this agreement shall interfere with the Board's authority to discontinue the employment of any such employee as permitted by the establishment of the probationary period of that duration set forth in Section 11.03.

**ARTICLE 11  
SENIORITY**

11.01 System Seniority shall be defined as the length of continuous service from the most recent date of commencing employment in the bargaining unit.

Job Classification Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.

Equally senior employees will be separated by the earliest hire, or if still tied, the position held in the minutes of the Board meeting in which the employees were hired.

11.02 Board approved leaves-of-absence or lay-off will not break the continuous service of the employee, but time spent on leaves-of-absence and lay-off will not advance the employee on the salary schedule, nor will the employee accrue seniority while on such leave(s) or lay-off.

11.03 New employees shall be deemed probationary and shall not acquire seniority until they have been employed in the bargaining unit for a period of twelve (12) months from his/her first work day.



11.04 Notwithstanding any of the foregoing provisions of this Article, all seniority rights and other rights under this Agreement shall be lost if any of the following occurs:

1. An employee resigns of his own accord; or
2. An employee is terminated or non-renewed; or
3. An employee does not return to work when recalled from a reduction in force; or
4. An employee fails to report to work at the expiration of a leave of absence; or
5. An employee's contract has been suspended for a twelve (12) month period; or
6. An employee is absent from work for three (3) consecutive days without having notified his supervisor and without a reasonable excuse.

\*A contractual year is July 1 - June 30 for twelve (12) month employees, and the position year for less than twelve (12) month employees.

## **ARTICLE 12 REDUCTION IN FORCE**

12.01 Reduction in force is defined as the suspension of non-teaching employee contracts due to return to duty of a regular employee after a leave of absence, suspension of schools, decreased enrollment of pupils in the district, financial reasons, territorial changes affecting the district, or for any other reason deemed necessary by the Board.

12.02 Recall is defined as the reinstatement by the Board of a non-certified employee's contract. This may happen at any time up to 12 calendar months following suspension of the non-teaching employee's contract for reasons given in Section 12.01.

12.03 Recall shall be in inverse order of employee lay-off (i.e., those employee's laid off last shall be first recalled). Recalled employees must fill the qualifications of the position to which they are recalled. Recalled employees shall have two (2) work days to respond to the written notice of recall.

The most senior employee by classification seniority responding to the call shall be given the position. A failure of any employee to respond within the time limit to the written recall will cause the employee to be ineligible for further recall consideration.

12.04 Any qualified employee whose position is eliminated or who is otherwise subject to a reduction in force shall have the right to "bump" down in the same classification or in another classification if the employee has job classification seniority in the position in which s/he seeks to "bump," with the least senior employee (by classification seniority) in that classification to be thereby bumped by such other employee and laid off, provided that no employee may bump hereunder into a job classification different from the one that s/he then holds unless there is no less senior employee (by classification seniority) in the job classification that s/he then holds and unless the employee is judged by the Superintendent in his/her discretion still to be qualified to perform the duties of the different job classification.

**ARTICLE 13**  
**BIDDING, VACANCIES AND TRANSFERS**

- 13.01 A vacancy is defined as a position which has been determined by the Board to be vacant due to an employee's resignation, termination, transfer, retirement or death, or is a new position created by the Board. The Board reserves the right to fill or not fill a vacancy, or to create a new position, provided that if the Board determines to fill a vacancy; it shall do so in compliance with this Article in general and its notice and bidding procedures in particular and provided further that filling of vacancies on, and bidding for, bus routes shall instead be subject to Section 27.01.
- 13.02 Notices of vacancies shall be sent electronically to all bargaining unit members via school email. Such notices shall include a brief description of the position, wage, the procedure to follow in applying, and the closing date for filing an application.
- 13.03 All employees who seek to apply for a posted vacant position for which he/she believes himself/herself to be qualified will, within the three (3) days of electronic notification, notify the Superintendent or his/her designee listed in writing via email of that desire.

At the conclusion of the three (3) day time period following electronic notification, no new names may be added. The most senior qualified employee by classification seniority applying who is reasonably determined by the Board to be qualified shall be offered the position if it is to be filled by a voluntary lateral transfer; except in extenuating circumstances. If the position is not filled by classification seniority, the most senior qualified employee(s), as determined by the Board, shall be interviewed and considered for the position. If the position is offered to a less senior employee, any more senior employee who applied shall, upon request, be given the reason(s) in writing as to why he/she was not offered the position. Such reasons shall not be subject to grievance, but the failure to provide them shall be.

If the Board determines to fill a vacancy, it shall do so, if reasonably feasible, within thirty (30) work days of posting.

Nothing in this paragraph or otherwise in this Agreement shall interfere in any way with the Board's authority to discontinue the employment of any such employee during the first twelve (12) months of employment as permitted by the establishment of the probationary period of that duration in Section 11.03 hereinabove.

- 13.04 As an alternative to the posting procedures set forth in this Article, and as a means of satisfying all bumping rights under Articles 10 and 11, the Board may expedite the filling of bargaining unit vacancies or the exercising of bumping rights by holding a meeting giving ten (10) days advance notice in the manner provided for notification of vacancies. If the meeting is held as an alternative to the posting procedures set forth in this Article, it shall be for all employees within the classification to be filled; if the meeting is held as a means of satisfying bumping rights, it shall be for all employees who may exercise such rights in the event of a reduction in force or bumping that might occur as a result.

1. No such meeting shall be held without notice being given in the manner set forth in Section 13.02 above.
2. The Local President or his/her designee in writing shall bid or bump on behalf of any employee who is not in attendance at any such meeting. Further, provided that any such employee may instead designate in writing another named employee who is in attendance to bid or bump on his/her behalf and any employee so designated shall then so bid or bump if he/she is present.
3. If neither an employee nor the Local President, nor the written designee of either, is present and bids or bumps for such employee at any such meeting, then the Superintendent or his/her designee in writing may so bid or bump for such employee.
4. Priority of bidding and bumping at any such meeting shall not differ from the priority otherwise set forth in this Agreement.

#### **ARTICLE 14 SICK LEAVE**

14.01 The Board and the Union agree that the Sick Leave Policy shall be as follows:

Sick Leave credit shall accumulate at the rate of fifteen (15) days per year. Employees who are regularly scheduled to work during the school year and who are not regularly scheduled to work during the summer months shall continue during those summer months to accumulate sick leave credit at the rate they did for engaging in regular work or otherwise being on paid status for regular work during the immediately preceding school year. Each employee's maximum accumulation shall be unlimited. Sick leave may be used in half ( $\frac{1}{2}$ ) or full day increments; except a bus driver who misses only his/her mid-day pre-school or kindergarten route shall be charged sick leave in only a quarter ( $\frac{1}{4}$ ) day increment for such absence.

Each beginning employee shall be credited with five (5) of his/her customary workdays of sick leave upon hire. A current employee who has exhausted his/her accumulated sick leave may be credited with five (5) of his/her customary workdays of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year. If an employee ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount of pay deducted for said unearned sick leave from the last paycheck issued by the Board, provided that, if there are insufficient funds in that last paycheck to reimburse the Board for the advanced sick leave, the Board may in addition avail itself of all legal remedies to recover any amount not so reimbursed.

Any employee transferring to the employ of the Board may be credited with the unused balance of that employee's accumulated sick leave up to 120 of the employee's customary workdays with the Board as of the commencement of employment upon verification of such accumulation from the proper public agency.

An employee may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness in the immediate family.

Sick leave shall be limited to the following maximum per occurrence during an employee's contractual year without exceeding that employee's total sick leave accumulation:

- Absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children.
- Absence due to illness or injury of members of the employee's household who reside with the employee.
- Absence due to illness or injury of the employee's spouse, child, foster or step-child, father, mother, foster or step-parent (or other person who stands in the place of a parent), brother, sister, grandparent, or grandchild.

Those individuals mentioned in the two preceding paragraphs are members of the employee's immediate family.

Upon prior approval of the Superintendent, sick leave may be extended or may be used for illness, or injury of others who are not included in the list above.

Employees will be notified of their accumulative sick leave in their direct deposit notice.

Employees shall request the use of sick leave electronically unless otherwise advised.

In the event of catastrophic, prolonged, or chronic illness, an employee who has exhausted his/her sick leave under this section may request, through the Union, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member in accordance with the Guidelines outlined in Appendix A. Such Guidelines shall be subject to change only upon the Association President and the Superintendent agreeing to do so or through an amendment of this Agreement.

Employees using sick leave shall report their absence in accordance to the guidelines required by the district.

Employees whose regular schedule of work is three and one-half (3½) hours or less per day and who would not otherwise be absent on such a workday shall use all reasonable efforts to schedule medical appointments outside their regular workday hours.

Upon return from sick leave, an employee may be required to complete and sign a sick leave form indicating use of sick leave for one of these specified categories; personal illness or injury, illness or injury in immediate family, or death in the immediate family.

If medical attention was required for the employee, he/she is required to list on the form the name(s) and the address(es) of attending physician(s) and the date(s) when consulted.

Willful falsification of a sick leave request (electronic or otherwise) will provide possible grounds for suspension or termination of employment.

Employees shall have access to sick leave requests electronically unless otherwise advised.

Employees who are suspected of misuse of sick leave shall be subject to counseling by administration and in connection with same may be required to provide physician's excuses for future absences. Employees who fail to comply with any such requirement or who otherwise are determined to have misused sick leave shall be subject to discipline up to and including termination.

#### Excessive Use of Sick Leave

Once employees have accumulated a total of seven (7) or more sick leave occurrences in a 12-month period (from July 1 to June 30), their immediate supervisor shall discuss with them the reasons for their absences and the District's need for regular attendance by all employees. The accumulation of any additional sick occurrence within the 12-month period after such a discussion may result in a written warning. After such a written warning has been given, any further sick leave occurrence within the 12-month period may result in a one-day suspension from work, with pay, during which time the employee will be interviewed and counseled by the Superintendent or his/her designee and will further be advised that any additional sick leave occurrence during the 12-month period may result in termination from employment. For the remainder of the one-day suspension, if issued, the employee will be sent home to contemplate the impact of loss of employment by the District.

Employees who do have any additional sick leave occurrence within the 12-month period after such a suspension may be subject to additional disciplinary action. Consecutive sick leave absences shall constitute a single "occurrence" as that term is used herein; thus, while being on sick leave five consecutive days would be one occurrence, sick leave absence on just a Monday, Wednesday, and Friday of a week, for example, would be three, provided that no absence shall constitute an occurrence if it is either covered by the Family and Medical Leave Act or for a verifiable medical condition as supported by a treating medical professional's written statement submitted by the employee.

### **ARTICLE 15 BEREAVEMENT LEAVE**

- 15.01 Absence due to death of the bargaining unit member's spouse, child, foster or step-child, father, mother, foster or step-parent (or other person who stands in the place of a parent), brother, sister, grandparent, grandchild or death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew, or members of the employee's household who reside with the employee constitutes an appropriate use of sick leave for up to three (3) work days unless otherwise agreed upon by the Superintendent or his/her designee.

An employee shall request the use of bereavement leave electronically unless otherwise advised. Bereavement leave will not adversely impact any perfect attendance bonus.

## **ARTICLE 16 ATTENDANCE BONUSES**

16.01 Attendance is an important factor in the successful operation of the New-Albany Plain Local School District.

16.02 Attendance Incentive Plan:

- 1<sup>st</sup> quarter: \$125.00 for 0 absences
- 2<sup>nd</sup> quarter: \$125.00 for 0 absences
- 3<sup>rd</sup> quarter: \$125.00 for 0 absences
- 4<sup>th</sup> quarter: \$125.00 for 0 absences

In addition to quarterly incentives, any employee with 0 absences total for his/her contractual work year, unless excluded below, shall also earn an additional \$150.00.

- 09-10 month employees are eligible for 4 incentives totaling \$525.00
- 11-12 month employees are eligible for 5 incentives totaling \$650.00

16.03 The following leaves shall not adversely impact any employee's ability to earn attendance incentives:

Assault, Bereavement, Jury Duty, Professional (Administrative, Student Related, Disciplinary, In-service/Conference), Personal, or Vacation, as applicable.

16.04 Incentives will be paid in the bi-monthly pay periods as follows:

- 1<sup>st</sup> 9 weeks on or before November 10th
- 2<sup>nd</sup> 9 weeks on or before February 10th
- 3<sup>rd</sup> 9 weeks on or before April 25th
- 4<sup>th</sup> 9 weeks on or before July 10th
- Total year incentive on or before July 25<sup>th</sup>

16.05 Recognizing that daily attendance at work is an important factor in the successful operations of the school district, an additional attendance incentive will be provided to non-teaching employees by job classification.

Specifically, any non-teaching employee job classification as a whole with greater than 85% daily attendance for the contractual work year assigned to each job classification shall earn a two-hundred fifty (\$250) dollar annual stipend for every employee in the job classification payable within forty-five (45) days of the conclusion of the work year assigned to said job classification.

For example, if all employees within the job classification, "bus driver", have a daily attendance rate of 94% for the entire contractual work year, all "bus drivers" will receive

a one-time stipend of \$250 since their job classification, “bus driver”, had greater than 85% attendance for the contractual work year. However, if the job classification, “aide”, has a daily attendance rate of 78% for the entire contractual work year, employees hired within the “aide” job classification will not earn the additional \$250 attendance stipend.

If an employee is hired for multiple job classifications, he/she shall be eligible to earn the attendance stipend within each job classification for which he/she is employed.

## **ARTICLE 17 MATERNITY/PATERNITY LEAVE**

A classified employee shall, upon written request (Appendix B), be granted leave subject to the following conditions:

### **17.01 Sick Leave for maternity purposes**

1. Accumulated sick leave may be used by reason of the employee's pregnancy. Upon application sick leave shall be granted two weeks prior to the date of delivery as determined by the attending physician and four weeks following the termination of the pregnancy. In addition, thereto, upon certification of the attending physician to the Superintendent in writing that it is not in the best interest of the employee's health that she perform her assigned duties, the period of sick leave for maternity purposes shall be extended by the Board.
2. Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the employee at the time taking such leave.

A classified employee may, upon request, be granted leave without pay subject to the following conditions:

### **17.02 Maternity/Paternity leave without pay**

1. Maternity/Paternity leave without pay requests shall be filed not less than 30 days prior to the effective date of such leave. The request shall state the beginning and ending dates of such leave. Actual dates of granted leave may be amended by the Board upon request by the employee.
2. Maternity/Paternity leave without pay shall not be for more than thirty (30) additional days from the initial date of the leave.
3. Extension of maternity/paternity leave without pay may be renewed upon written application, but only upon the recommendation of the Superintendent and the approval of the Board of Education. Refusal of the employee to return to service on the designated date and/or violation of the terms of this section may cause the Board, at its discretion, to terminate the contract of the employee.

4. In accordance with the procedures outlined above and upon return to service of the employee at the expiration of the leave of absence, an employee shall resume the contract status held prior to such leave.
5. Any classified employee returning from maternity/paternity without pay leave shall not be entitled to advancement on the salary schedule for the period of his/her absence, unless the employee has performed work for one hundred twenty (120) days during the school year.

#### 17.03 Interim Maternity Leave

Any employee whose accumulated sick leave days are insufficient to cover the period of leave as set forth in Section 14.01 above shall be granted an interim maternity leave without pay for a period not to exceed six (6) weeks; two (2) weeks prior to and four (4) weeks following the termination of the pregnancy. Employees on unpaid maternity leave shall be eligible to obtain group insurance benefits (with the agreement of the insurance carrier) at their own expense.

#### 17.04 Family and Medical Leave Act

Notwithstanding anything to the contrary in this or any other Article in this Agreement, employees and the Board shall each have all their respective rights and obligations under the Family and Medical Leave Act in concurrence of any provision of this Agreement.

### **ARTICLE 18 PERSONAL LEAVE**

- 18.01 Each employee may be entitled, with the approval of the Superintendent or his/her designee, to three (3) days of absence, with pay, each employee contract year. An employee will give his/her supervisor/principal a minimum of ten (10) work days advance notice electronically unless otherwise advised of his/her intention to take personal leave. Each supervisor/principal shall grant or deny the personal leave request within five (5) work days of receipt. In the case of an emergency, the time period may be waived and the employee shall submit a request of such emergency absence to his/her supervisor/principal within three (3) days following the last day of emergency absence. The supervisor/principal or other authorized individual will electronically enter the emergency absence for the employee if the employee is unable to do so for himself/herself. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. Personal leave will not adversely impact any perfect attendance bonus.
- 18.02 Paid personal leave may be used in one-half (½) day increments. No more than ten percent (10%), rounded up to the nearest whole number, of unit members in a classification shall take personal leave on any day, except the Superintendent may allow an exception to this limitation if, in his/her discretion, appropriate circumstances exist. Personal leave may not be taken on either of the first two days of the employee's contractual year, the day before or after a scheduled break in the school calendar or holiday, on district-wide in-service day(s), or on the last two days of the employee's contractual year except for one of the following reasons:



- Graduation or wedding of self or immediate family member;
- Religious observance;
- Change of residence where move must be made during work week;
- Court appearance; and
- Unanticipated weather-related travel emergencies.

Personal days may be prorated for employment of less than one year in full-day increments.

- 18.03 At the end of each contract year, each unused personal leave day shall be credited and added onto the employee's accumulated sick leave except insofar as the employee elects, in writing, delivered to the Treasurer, by May 31<sup>st</sup>, to have one (1) day of such unused personal leave instead to be added to the next year's accumulation of personal leave for the employee. The maximum accumulation of personal leave shall be four (4) days.

### **ARTICLE 19 LEAVE OF ABSENCE**

- 19.01 Upon a written request (Appendix C) the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 19.02 Upon the return of an employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while s/he was on leave.
- 19.03 If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if s/he is hired by the Board as a regular employee within a year after his/her employment as a replacement, s/he shall receive credit for his/her length of service with the Board during such replacement period.
- 19.04 Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

### **ARTICLE 20 ASSAULT LEAVE**

- 20.01 Any employee physically assaulted by any parent, student, or other person while in the course of performing work duties may request the Superintendent to place him/her on a temporary assault leave of absence to recuperate from the injuries sustained in the assault causing the employee to be disabled from working. If the Superintendent determines to grant such leave, it shall be with full pay and shall not be charged against sick leave or personal leave.
- 20.02 Assault leave may be granted if the following provisions are fulfilled:
1. The employee makes electronic or written application for leave.

2. The employee provides a physician's written statement recommending the leave and the nature and approximate duration of the disability.
3. The employee, if requested by the Superintendent or his/her designee, consents to an examination at Board expense and at a reasonable time and place by a physician selected by the Superintendent or his/her designee and said physician concurs with the employee's physician that the employee is disabled from returning to service.
4. The employee agrees to cooperate fully in pursuing any legal or police action by the Board on behalf of the employee and/or the Board.

20.03 For the duration of the leave the Board shall continue to pay all fringe benefits at no cost to the employee.

20.04 In keeping with the above limitations, an assault leave shall be for no longer than thirty (30) calendar days, which can be carried over without additional subtraction during periods when the employee is not scheduled to work, provided there is adequate documentation for such carry over per Section 34.02 above.

20.05 In all instances, the Superintendent shall determine if the employee qualifies for assault leave, which determination shall not be subject to grievance.

**ARTICLE 21  
VACATION**

21.01 All non-certificated employees who are employed full-time for a duty year of no less than eleven (11) calendar months or more shall be granted vacation according to the following schedule:

New Employee	5 days
2 through 7 years of continuous service	10 days
8 through 16 years of continuous service	15 days
17 through 25 years of continuous service	20 days
25 or more years of continuous service	25 days

This provision shall supersede Section 9.44 of the Ohio Revised Code.

21.02 Earned vacation shall be requested electronically unless otherwise advised and taken at a time that is mutually agreed upon by the employee and his/her immediate supervisor (not in the bargaining unit) so long as that leave does not interfere with the efficient operation of the district.

21.03 Employees may carry over any vacation they have earned but not used in their immediately preceding two (2) contractual years of employment. Once an employee has accrued his/her maximum carryover balance, the employee must use any additional vacation day(s) accrued or the day(s) shall be lost. Payment for unused vacation upon separation from employment; including, but not limited to death, shall be as provided in Ohio Revised Code §3319.084.

**ARTICLE 22  
JURY DUTY**

- 22.01 An employee called for jury selection or duty shall be excused from work for the days which s/he serves, will receive his/her per diem rate of pay, and shall also receive any remuneration/compensation received for serving as a juror. The employee shall submit evidence of his/her selection for duty and leave request in writing (Appendix B).

**ARTICLE 23  
ADMINISTRATION MEETINGS & STUDENT DISCIPLINE MEETINGS**

- 23.01 The Board agrees when either an administrative meeting or a meeting involving the discipline of a student is called by the Superintendent or his/her designee and the Superintendent or his/her designee mandated the attendance of an employee(s) at that meeting, the employee(s) in attendance shall be paid his/her regular rate of pay for any time spent at the meeting which exceeds his/her regularly scheduled working hours. Further, insofar as attendance at any such meeting causes Article 20 to be applicable, pay for such attendance shall instead be to that extent at the rate set forth in that Article.

**ARTICLE 24  
CALAMITY DAYS**

- 24.01 Employees shall be paid their regular rate of pay for any day(s) or parts of days when schools in which they are employed are closed due to a calamity being declared by the Superintendent up to five (5) days.
- 24.02 Employees may be required to work calamity days if an emergency status exists (*i.e.*, flood, fire, tornado, blizzard, boiler room emergency, *etc.*); provided that employees living in areas in which the state patrol / sheriff's department have declared a level three (3) emergency shall not be disciplined or lose their pay under Section 19.01 above for not reporting to work on a calamity day for which such a declaration has been made.
- 24.03 In addition to their regular rate of pay for their regularly scheduled hours, any employee required to work on a calamity day shall be paid at time and one-half (1-1/2) for calamity hours actually worked, but not for less than four (4) hours after the calamity has been declared or for the remainder of the employee's scheduled work on that day, whichever is less. When school is canceled on a calamity day less than a quarter hour before an employee is scheduled to report to work and the employee has so reported but is not then required to work because of the cancellation, the employee shall receive, in addition to the calamity day pay required under Section 19.01, two (2) hours of pay at his/her regular hourly rate of pay.
- 24.04 On days when schools are closed prior to the regularly scheduled school opening, night custodians shall not be required to report to work unless an emergency status exists.

**ARTICLE 25  
OVERTIME**

- 25.01 All hours actually worked, or paid for a holiday in accordance with Holiday Article 35 herein below, in excess of forty (40) hours in any work week shall be compensated at one and one-half (1-1/2) times the regular hourly rate, provided the work is for the Board of Education or for Board sponsored organizations. All overtime must be approved in advance by the appropriate Supervisor.
- 25.02 Custodial overtime shall be assigned in the following manner:
1. The overtime shall be offered to the custodian assigned to the area/complex (*i.e.*, the high school, middle school, athletic complex, elementary schools, transportation compound) where activity occurs on that shift. However, overtime for the McCoy Performing Arts Center shall be based upon a district-wide rotation of custodial staff members.
  2. If the overtime is refused, the other custodians assigned to the area/complex shall be offered the overtime.
  3. If the overtime is still available, other custodians in the district shall be asked in the order of their seniority. The seniority list will begin with the most senior bargaining unit custodian and proceed to least senior bargaining unit custodian on a rotation basis. In the event that a bargaining unit custodian rejects the offered overtime, they shall be placed on the bottom of the rotation list.
  4. In the event no custodian accepts the overtime assignment, overtime shall be made available to maintenance, grounds, and operator tech personnel, and then to any other qualified bargaining unit member.
- 25.03 Extra work which is offered to food service employees shall be so offered to those employees on a classification seniority rotation basis.

**ARTICLE 26  
FIELD TRIPS**

- 26.01 A field trip shall be defined as any transportation assignment which is scheduled through notification from the building principal, department head, teacher, coach, or group advisor to the Coordinator of Transportation Services for which a school bus, or a school van to be driven by a bus driver, will be used. If any trip at the same time to the same place would require more than one (1) district vehicle to be used, a school bus driven by a bus driver shall be used instead.
- 26.02 If no driver is available to take or does not take a trip, the trip shall be offered to on-call substitutes, and then to outside providers, provided a good faith effort shall be made to consult with the Union prior to using any non-bargaining unit member to drive.

26.03 All field trips in possession of the Transportation Office shall be posted on the first day of the week for the following week, (Sunday thru Saturday). The posted trips will come down on Wednesday (12:00 Noon) for assignment to drivers.

26.04 Trips not posted on the first of the week due to unforeseen scheduling/emergencies will be assigned immediately and will not be posted on the board unless the trip occurs more than forty-eight (48) hours later which will then require posting.

The Transportation Office will contact the driver next in rotation for such emergency trips using the list (Day, evening, weekend) under which that trip falls. Trip departure time and date will determine how rapid of a response the Transportation Office will allow for securing a driver from the appropriate rotation list. Depending on trip departure time, the Transportation Office will perform a good faith effort to contact the driver next on the list.

If there were to be a complete rotation made and there is NO driver secured for the trip the Transportation Office will revert to the entire driver seniority list for securing a driver for the trip, providing there is adequate time. If there is no appropriate time for a driver search, the Transportation Office will contact any available driver.

26.05 Trips will be divided into four (4) categories for the purpose of assignment rotation as follows among bus drivers provided that the Coordinator/Assistant Coordinator of Transportation Services may deviate from using the applicable list if time constraints are such that it is reasonable to determine that it would not be practical to use such list:

1. Daytime
2. Evening
3. Weekend
4. Turn In/Call In

26.06 All field trips shall be assigned based upon a seniority rotation list for each of the four (4) categories just listed. These lists shall be established on a voluntary basis, and the bus driver's classification seniority shall be used. Any bus driver who turns in three (3) accepted trips in a season will be taken off the field trip rotation for that season (seasons being fall, winter, spring, and summer).

26.07 Daytime field trips:

Drivers may be permitted to interrupt their AM, Mid-day, or PM route for a field trip.

26.08 If a daytime field trip should extend into the drivers contracted PM route, the driver will simply log down the trip time stopping at the start of the contract route time

A Route Specialist must be available for the forfeited route that is vacated by the driver. This is subject to change on the day of the trip. This will be under the discretion of the Coordinator/Assistant Coordinator of Transportation Services.

26.09 Evening field trips:

Any field trip starting at 2:00 p.m. (Monday thru Friday).

Evening field trips that begin prior to the end of the contractual day shall be paid at field trip rates beginning at the end of the contractual day without subtraction from regular pay because of the field trip.

A driver may bid on a trip and give up their entire PM route for an evening trip from the evening field trip list.

The pay for these trips will start at the end of the driver contractual work day. If the driver taking the trip is vacating their contracted route, they will still need to report to the garage at their contractual work time and stand by for their trip departure time.

A Route Specialist must be available for the forfeited PM route that is vacated by the driver. This is subject to change on the day of the trip. This will be under the discretion of the Coordinator/Assistant Coordinator of Transportation Services.

Weekend: Any field trip occurring on a Saturday or Sunday.

Turn In/Call In: Any field trip that is turned back in or added with less than forty-eight (48) hours before departure. A trip with more than forty-eight (48) hour notice shall be posted.

- 26.10 If a trip starts and ends within the PM route time, a bus driver will be paid his/her normal hourly rate of pay and will not be eligible for additional field trip pay; i.e., the driver is simply taking the trip in lieu of the route.
- 26.11 A driver is guaranteed to be paid for 2-½ hours at this field trip rate of pay for any field trip.
- 26.12 A bus driver is guaranteed to be paid for 2-½ hours at the field trip rate if assigned to a field trip that is cancelled within 24 hours of trip departure.
- 26.13 If more than one driver is dispatched for a trip and only one driver is needed, the senior driver will choose to take the trip or take the 2-½ hr. cancellation trip pay if the trip is cancelled within 24 hours of trip departure.
- 26.14 Drivers are entitled to receive a minimum 2-½ hr. of trip pay for the three cancelled trips (greater than 24 hour notice of cancellation). Drivers are required to turn in the three field trip forms with their time sheets.
- 26.15. Bus drivers may not trade field trips.
- 26.16. Bus drivers shall be paid at the field trip rate for a minimum of (a) two and one-half (2-½) hours. Drivers performing additional pre-trip and post-trip inspections on the trip bus will add .25 hours to trip pay for the pre-trip and .25 hours for the post-trip inspections.

26.17. If post-trip clean-up requires longer than the allotted fifteen (15) minutes, the bus driver will also be paid, at the field trip rate for the extra time required to clean.

26.18 The decision to classify a field trip as a drop off - pick up will be made by the Coordinator/Assistant Coordinator of Transportation Services.

If a problem occurs, the Coordinator of Transportation Services and the Union representative will sit down and discuss alternatives.

26.19 Drivers with discrepancies on items not detailed in the Union Contract must submit their concerns in writing to a member of the negotiation committee.

26.20 The field trip rate of pay shall be \$19.00 per hour.

## **ARTICLE 27 TRANSPORTATION**

27.01 All drivers shall work and be paid for the minimum number of contracted days per year based on the route that s/he chooses, plus all drivers shall be paid for eight (8) holidays each contract year. All bus routes shall be bid at an unpaid bid meeting called for that purpose yearly during the first two (2) weeks of August. Bidding shall be on a classification seniority basis. If a driver is not present or does not call or give written notice to the Coordinator/Assistant Coordinator of Transportation Services for the annual bid meeting, that driver shall be put at the bottom of the list for routes. Routes not bid as set forth herein shall be assigned to new or existing drivers at the discretion of the Superintendent or his/her designee. Routes that open after February 15th may be assigned to new drivers.

- a) If routes become vacant, new routes are added, or existing routes are changed drastically, as determined by both the Union President and the Coordinator/Assistant Coordinator of Transportation Services, during the first semester of the school year, said routes shall be placed up for bid among all drivers, provided that a meeting such as that held each August, but with at least five (5) workdays' notice to drivers of such meeting, may be used for this purpose, and provided further that only drivers with lower seniority than a driver vacating a route may bid on that vacated route. Drivers on an extended leave of absence during the current school year and returning prior to February 15th shall return to the route previously bid and other drivers will do likewise.
- b) Each bus driver must successfully complete his/her annual bus driver physical examination requirements and submit evidence of certified passage to the Coordinator of Transportation Services prior to the annual route bid date meeting in order for any bus driver to be eligible to participate in the route bid process.
- c) Each bus driver must be approved for hire by Board of Education action prior to the annual route bid date meeting in order to be eligible to participate in the route bid process.
- d) Any bus driver on approved sick leave at the conclusion of any school year must be released by his/her doctor to return to work prior and provide evidence of successful

completion of the physical examination requirements prior to the annual route bid date meeting in order to be eligible to bid for any bus route. Any bus driver released from an approved sick leave by his/her physician with evidence of successful completion of the physical examination requirements after the annual route bid date shall be assigned to any available route upon return to work until the next bid date occurs.

- 27.02 For both the safety of the children and that of the driver, any bus driver involved in an accident while driving either his/her regular route or a field trip shall be relieved by another driver or a substitute if a driver is judged by the Superintendent or his/her designee in his/her discretion to be unavailable to run the remainder of the route/trip. In that case, the individual involved in the accident shall continue to be paid for the remainder of the route/trip.
- 27.03 A bus driver who, due to the absence of another driver, is required during the regular school day to drive a route(s) in addition to his/her regular assignment, shall be paid his/her normal rate of pay for any time worked beyond his/her regularly scheduled hours.
- 27.04 The Board shall pay the cost of obtaining a C.D.L. license for all bus drivers.
- 27.05
1. An additional  $\frac{1}{2}$  (one half) hour shall be added to each school bus driver's regular route as compensation for fueling, a pre-trip bus check, a post-trip bus check, and bus cleaning. Drivers are required to complete such responsibilities on a daily basis.
  2. Bus drivers shall be paid their regular hourly rate of pay for breakdown time that is spent on a bus after the first  $\frac{1}{2}$  (one half) hour of such time if the breakdown is not caused by the driver. Any such cause of the breakdown is to be subject to the reasonable determination of the Coordinator/Assistant Coordinator of Transportation Services.
- 27.06 All school bus drivers contracted as of June 30, 2014 shall be paid a minimum of four and one-half ( $4\frac{1}{2}$ ) hours plus one-half ( $\frac{1}{2}$ ) hour for fueling, pre-tripping, post-tripping, and cleanup for each work day.

All school bus drivers contracted on or after July 1, 2014 shall be paid a minimum of two and one-half ( $2\frac{1}{2}$ ) hours plus one-half ( $\frac{1}{2}$ ) hour for fueling, pre-tripping, post-tripping, and cleanup for each work day.

- 27.07
1. Shuttles, special education routes, and what otherwise have heretofore been extra hours may become part of routes.
  2. Kindergarten and Preschool runs will be bid by seniority as contract hours.
  3. As long as kindergarten and preschool are offered in the district on a basis by which kindergarten and preschool students attend school on one-half ( $\frac{1}{2}$ ) of each school day, kindergarten and preschool drivers shall receive an additional contract for one and one-half ( $1\frac{1}{2}$ ) hours per day for kindergarten and preschool driving. Each of which additional contracts shall be of a duration of one (1) school year or the remainder of the school year assigned, whichever is less, and shall automatically non-renew at the end of each school year without need for further Board action.



27.08

- a) A Route Specialist is a regular driver and shall be assigned to drive any bus route that may not be filled on any given day.
- b) The Route Specialist role shall be an application-based position for which interviews shall be conducted to determine the successful candidates for hire. The interview process may be committee-based with input provided by OAPSE members, but the selection of bus drivers for hire as Route Specialists shall be retained as management right of selection as with all other job classifications.
- c) The District shall annually post to hire up to six (6) route specialists.
- d) The Route Specialist role shall not be subject to hiring by classification seniority as specified in Article 13. Rather, the best qualified applicants to serve in a Route Specialist role shall be selected. For transparency in the selection process, the job posting for Route Specialist will include detailed and specific considerations that will actively contribute to the interview and selection process for interested candidates (e.g. work history, attendance, evaluations, discipline records, teamwork, flexibility, problem-solving skills, adaptability, positivity, student-centered behaviors, geographic knowledge of the school district, etc.).
- e) Successful bus drivers selected as Route Specialists shall be entitled to an hourly wage differential of \$6.00 per hour in addition to their regular hourly rate of pay for actual hours worked as a Route Specialist. A Route Specialist will not be paid the hourly wage differential of \$6.00 per hour when using any form of leave from work.
- f) If a bus driver applicant is selected for hire as a Route Specialist and he/she vacates his/her regular bus route, the regular bus route vacated and any/all subsequent bus routes vacated shall be posted for and hired in accordance with Article 13.
- g) If a Route Specialist vacancy is not filled via the application process outlined herein and is forced to be filled and/or assigned via the normal bid procedure for any reason, the bus driver(s) assigned to the Route Specialist role(s) shall NOT be entitled to the hourly wage differential of \$6.00 as a Route Specialist but shall receive the normally hourly rate of pay that he/she is entitled to as a bus driver assigned to a Route Specialist bus route because he/she did not earn the Route Specialist role via the application selection process previously described herein.
- h) The hiring process for Route Specialists outlined herein shall not be subject to the Grievance Procedures outlined in Article 8.

27.09 All notices written on the board to drivers should be copied to the President of the Union, who shall then keep a copy of same for any reference.

27.10 Bus video cameras are primarily for student conduct and behavior modification and consequently shall not be used for driver evaluation in the absence of a specific reason to do so.

- 27.11 Bus drivers who have preschool or kindergarten routes and who validly use sick leave on a day for (a) such a route and (b) either a morning or an afternoon route (but not both a morning and an afternoon route) shall be charged one-half (½) day of such leave.
- 27.12 Information regarding On the Bus Instructor training will be provided to all interested drivers, who then by seniority, will be eligible, per Ohio Administrative Code section 3301-83-10 to perform duties as the instructor. Once hired, the OBI Instructor will remain in that position as long as his/her performance is satisfactory and shall be paid his/her hourly rate plus \$.25 per hour for each hour providing OBI services.

**ARTICLE 28**  
**UNIFORMS AND SHOE ALLOWANCE**

- 28.01 The Board agrees that (a) all mechanics and mechanic's helpers shall be provided, at no cost to the employees, uniforms and cleaning service in accordance with current practice, with each uniform to consist of pants and shirts, jackets, or coveralls, (b) all mechanics and mechanic's helpers will further be provided with winter-insulated coveralls and a shoe allowance of seventy-five dollars (\$75.00) payable in September annually.
- 28.02 The Board shall provide shirts at no cost to the employee to all custodial employees and a shoe allowance of seventy-five dollars (\$75.00) payable in September annually.
- 28.03 The Board shall provide a minimum of two (2) new uniform shirts at no cost to all bus drivers and bus aides and a shoe allowance of seventy-five dollars (\$75.00) payable in September annually.

**ARTICLE 29**  
**INSURANCE**

- 29.01 The Board shall purchase from a carrier licensed by the State of Ohio, and shall pay the full cost of the premiums for a \$50,000 Basic Term Life and Accidental Death & Dismemberment (AD&D) insurance policy at no cost to the employee. The policy shall be in effect for the term of the Agreement.
- 29.02 The Board agrees to maintain current coverage and to provide Board-paid premiums on medical insurance of 80% single and 80% family.
- 29.03 The Board agrees to provide all bargaining unit members at their option an individual or family dental insurance plan. Such plan shall be comparable to that offered other employees of the district. The Board agrees to provide Board paid premiums of 100% for single coverage and \$70.00 per month for family coverage.
- 29.04 Premiums set forth in Sections 29.02 and 29.03 above shall be proportioned so as to be paid on the following basis and only for those employees whose regular schedule would be to work such hours on a nine (9) months or greater basis per school year:

Employees hired BEFORE June 30, 2015:

Twenty (20) hours or more per week	100% of premium amounts stated in Sections 29.02 and 29.03
Fifteen (15) to nineteen (19) hours per week	50% of premium amounts stated in Sections 29.02 and 29.03
Fewer than (15) hours per week	0% of premium amounts stated in Sections 29.02 and 29.03

Employees hired AFTER June 30, 2015:

Employees hired after June 30, 2015 must work twenty-five (25) hours per week to qualify for healthcare coverages.

- 29.05 For members electing to enroll in HSA Plan 1, the Board shall deposit three-hundred seventy-five (\$375) dollars to the HSA account for a member enrolled in the single coverage plan annually on or before January 10<sup>th</sup>. For members electing to enroll in HSA Plan 1, the Board shall deposit one-thousand (\$1000) to the HSA account of a member enrolled in the family coverage plan annually on or before January 10<sup>th</sup>.
  
- 29.06 For members electing to enroll in HSA Plan 2, the Board shall deposit seven-hundred fifty (\$750) dollars to the HSA account for a member enrolled in the single coverage plan annually on or before January 10<sup>th</sup>. For members electing to enroll in HSA Plan 2, the Board shall deposit two-thousand (\$2000) to the HSA account of a member enrolled in the family coverage plan annually on or before January 10<sup>th</sup>.

For the duration of the Agreement, bargaining unit members qualifying for and electing not to enroll in District-sponsored hospital, medical, surgical and major medical insurance shall receive an annual opt-out payment of one-thousand (\$1000) payable into a Flexible Spending Account annually on or before January 10<sup>th</sup> during the year the member opts out. Should the member experience a qualifying event and enroll in District-sponsored hospital, medical, surgical and major medical insurance, the member shall be required to pay back a pro-rated amount of the opt-out payment calculated by taking the one-thousand dollars and dividing in by the number 12 and then multiplying by the number of months the employee enrolled in the District-sponsored hospital, medical, surgical and major medical insurance that calendar year.

**ARTICLE 30  
WAGES**

- 30.01 Bargaining unit members shall be compensated in accordance with the hourly wage schedule included herein.

For 2020-21, the Hourly Wage Schedule shall be revised to include only the positions or classifications outlined in Section 1.02 herein.

The 2020-21 Hourly Wage Schedule shall include a zero percent base (0%) wage increase. The 2020-21 Hourly Wage Schedule shall remain the same as the hour wage schedule paid during the 2019-20 school year.

Additionally, the wage schedule will include the following additions:

Library Aide job classification shall have the same hourly wage as the Educational Assistant job classification.

Mechanic I – retain 2019-20 wage schedule of Mechanic.

Mechanic II – NEW Classification – add wage schedule – hourly rates of pay for each step on the wage schedule for Mechanic II shall be \$2.00 more per hour than the Mechanic I schedule described above.

Bus Aide – NEW Classification – add wage schedule – hourly rates of pay for each step on the wage schedule shall equal the hourly rates of pay for “Aide” illustrated on the 2019-20 Hour Wage Schedule.

- 30.02 Longevity pay will be based on SERS credit years of service at New Albany-Plain Local. With 15 years of service add \$.39 per hour to the above stated salary schedule. With 17 years of service add \$.76 per hour to the above stated salary schedule. With 20 years of service add \$1.21 per hour to the above stated salary schedule. Such longevity pay shall be added to the payroll cycle effective July 25<sup>th</sup> in the contract year after the employee has the required years of service.
- 30.03 Promotions - Any employee who is promoted (i.e., placed in a classification having a higher salary range than the one currently held by the employee) shall be placed on the salary schedule for that promotional position at the first step at which the employee shall receive an hourly rate of pay that is at least 4% above the hourly rate of pay of the position that the employee had been holding.
- 30.04 Head Custodians -
1. Each Head Custodian shall be paid an annual stipend of one-thousand dollars (\$1000) for the performance of his/her assigned duties as a Head Custodian as a lump sum payment by September 30<sup>th</sup>.
  2. It is further understood and agreed that any Head Custodian hired after the payment of stipend annually shall be subject to proration of the stipend for the balance of his/her contractual work year.
  3. It is further understood and agreed that any Head Custodian vacating his/her position prior to the end of his/her contractual work year shall be subject to proration of this stipend and said proration shall be deducted from any final payment issued to the employee upon termination or resignation of employment.

- 30.05 Without bargaining as to the decision or its effects, the Board may create new job classifications (and initially set salaries therefore) and/or change job duties so long as no such action shall reduce the then-present hourly wage rate from the above scales for any employee. A good faith effort shall be made to provide to the Local President notification of any decisions that have been made to create new job classifications or materially change job duties before those decisions are implemented in order that the President may request a meeting with the Superintendent and/or his/her designee for informational purposes only. The President may be accompanied by the OAPSE Staff Field Representative at any such meeting.
- 30.06 SERS pick-up – Board agrees to pick-up non-certified employee SERS contribution using the salary reduction method.
- 30.07 A unit member not receiving a step increase shall receive a stipend of \$300 payable on or before August 10<sup>th</sup>. This section shall be effective for the duration of this collective bargaining agreement.
- 30.08 The Board will provide an academic achievement stipend of seven hundred fifty dollars (\$750) performance pay for each unit member based upon targets to be selected by the Board. The targets shall be substantial, specific, objective, and numerical measures of improved student academic achievement year over year for each year of the Agreement. The Board shall provide notice to unit members of its targets annually to enact this provision of the Agreement on or before September 30<sup>th</sup>.

Due to the COVID-19 health crisis, the elimination of State testing, and the inability for non-teaching employees to earn the academic achievement stipend for the Board established goal, each regularly employed, full- or part-time, non-teaching employee actively employed during the 2019-20 school year and who is employed for the 2020-21 school year as of the effective date of this Memorandum of Understanding shall receive a one-time payment of Six Hundred Twenty-Five and 00/100 Dollars (\$625.00) payable on July 10, 2020 unless the employee notified the Treasurer of his/her preference to have the one-time payment of six hundred twenty-five dollars (\$625.00) directly deposited to the employee's HSA account on January 10, 2021 if eligible and enrolled in district healthcare coverage. This payment shall be a one-time payment and it will not be included in the hourly wage schedule set forth in Article 30.01 of the Negotiated Agreement outlined herein.

**Article 30.01 Hour Wage Schedule**

**2020-2021**

	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>Bus Aide</b>	10.66	10.94	11.21	11.45	11.71	12.01	12.30	12.55	12.82	13.09	13.37	13.64	13.92	14.17	14.45	14.74
<b>Bus Driver</b>	19.02	20.10	20.41	20.65	20.93	21.20	21.48	21.74	22.03	22.28	22.54	22.85	23.10	23.41	23.64	23.92
<b>Custodian</b>	17.21	18.28	18.59	18.84	19.13	19.38	19.67	19.95	20.21	20.81	21.08	21.36	21.63	21.92	22.17	22.45
<b>Educational Assistants</b>	16.22	17.28	17.58	17.85	18.11	18.39	18.67	18.94	19.22	19.47	19.72	20.03	20.30	20.58	20.82	21.13
<b>Head Custodian</b>	18.29	18.87	19.69	19.96	20.21	20.48	20.78	21.04	21.32	21.57	21.82	22.13	22.40	22.67	22.92	23.22
<b>Library Aide</b>	16.22	17.28	17.58	17.85	18.11	18.39	18.67	18.94	19.22	19.47	19.72	20.03	20.30	20.58	20.82	21.13
<b>Mechanic I</b>	18.67	19.77	20.04	20.31	20.57	20.87	21.12	21.42	21.68	21.92	22.22	22.47	22.78	23.02	23.31	23.56
<b>Mechanic II</b>	20.67	21.77	22.04	22.31	22.57	22.87	23.12	23.42	23.68	23.92	24.22	24.47	24.78	25.05	25.31	25.56
<b>Mechanics' Helper</b>	14.65	15.73	15.98	16.28	16.53	16.83	17.09	17.35	17.63	17.89	18.17	18.43	18.73	18.97	19.28	19.54

**ARTICLE 31  
NO STRIKE/NO LOCKOUT**

31.01 For the duration of this contract, neither the Union, its agents, nor the employees represented by the Union shall engage in any strike, slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district.

Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against the participating employee(s) and shall render all provisions of the agreement null and void.

31.02 The Board agrees that neither the Board, its officers, employees, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employees during the term of this Agreement.

**ARTICLE 32  
CONTRARY TO LAW PROVISION**

32.01 Board of Education and the Union agree that 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 null and void, but the remainder of the agreement shall remain in full force and effect.

**ARTICLE 33  
COMPLETE AGREEMENT**

The Board and Association agree that all other provisions of the Collective Bargaining Agreement by and between the Board and the Association shall remain in full force and effect.

33.01 Notwithstanding the terms of this Memorandum of Understanding, all parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as “past practice” or “precedent setting” in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

33.02 All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this agreement.

**ARTICLE 34  
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the Union and acceptance by the Board and shall remain in full force through June 30, 2021.

**ARTICLE 35  
HOLIDAYS**

35.01 All eleven (11) and twelve (12) month bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

All eleven (11) and twelve (12) month bargaining unit employees shall be entitled to one (1) day in addition to the regular holidays over winter vacation.

All nine (9), ten (10), and ten and one-half (10½) month bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

An alternate day will be given for holidays which do not fall on a work day.

Employees who work on a holiday shall receive one and one-half (1½) times their hourly wage for such work (in addition to receiving their holiday pay).

### **ARTICLE 36 SEVERANCE**

36.01 All classified employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave earned while in the employ of the Board or the beneficiary of a classified employee who dies while an employee of the Board.

The Board authorizes the payment to a retiring classified employee of one-fourth (¼) of his/her unused sick leave to a maximum of sixty (60) times the number of his/her workdays at the time of retirement under the conditions hereinafter specified. For this purpose, a workday for the employee shall consist of the number of hours customarily in that employee's workday at the time of his/her retirement. (For example, a retiring employee who qualifies for payment hereunder and who worked four [4] hours per day and had two hundred forty-eight [248] accumulated and unused sick leave days at the time of leaving the district would be paid for two hundred forty [240] hours -- *i.e.*, ¼ of 248 = 62; maximum = 60; 60 x 4 = 240.)

"Retirement" means retirement under the School Employees Retirement System (S.E.R.S.).

In order to qualify for severance pay, a classified employee shall:

1. have made application to the Treasurer within (30) days following the effective date of retirement from the District.
2. have served ten (10) or more years of active service covered by S.E.R.S. with the State, a political subdivision, or a combination thereof.
3. express his/her intention to retire thirty (30) days before his/her last day of service.

Calculation of severance pay shall be on the basis of fifteen (15) days of yearly accrued sick leave per year of service to the Board.

Severance pay will be made by the Board in the following manner:

1. Payment shall be based upon the classified employee's base pay and based upon the employee's customary workdays at the time of retirement.



2. Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any further payment or restoration of unused sick leave.

**ARTICLE 37  
AUTHORITY TO SUSPEND**

- 37.01 Suspensions of ten (10) days or less shall not require Board action but may instead be accomplished by the Superintendent or his/her designee.

**ARTICLE 38  
ALCOHOL AND DRUGS**

- 38.01 The purposes of this Article are (a) to prevent employee use of alcohol or drugs which adversely affecting job performance, (b) to preclude employee possession of alcohol while on the employer's premises or in the employer's vehicles, or while engaged in job performance, and (c) to prohibit employee possession of controlled substances (except those medically prescribed).

"Alcohol" means ethyl alcohol (ethanol). References to use or possession of alcohol include use or possession of any beverages, mixture or preparation containing ethyl alcohol.

"Controlled substances" are substances grouped as follows: Marijuana, narcotics (such as heroin and codeine), stimulants (such as cocaine and amphetamines), depressants (such as barbiturates and tranquilizers) and hallucinogens (such as PCP and LSD). Also included are drugs that are required to be distributed only by medical prescription.

"Drug" means controlled substance and any other substance (other than alcohol) that has known mixed or function-altering effects on a human subject.

1. No employee may use or possess while assigned by the employer to perform assigned duties, or have on the employer's premises or in a vehicle of the employer, either alcohol or any controlled substance. (This shall not be construed to prohibit the presence of any unopened container of alcoholic beverage in a private motor vehicle, however.) Violation of this prohibition shall be grounds for discipline, including termination.
2. No employee may report to work or remain on duty while:
  - a. being in any way adversely affected by, or showing any untoward manifestation of the use of, alcohol or any drug;
  - b. or having .02 percent or more alcohol in the blood.
3. Reasonable cause for breath or urine testing exists when a supervisory employee has a reasonable suspicion that an employee is currently affected in any adverse way by, or shows any untoward manifestation of the use of, alcohol or a drug, based upon personal observations that the supervisory employee can articulate concerning the

appearance, behavior, speech, or body odors of the employee, or when the employee has caused or been involved in an accident.

Breath Test Safeguards. Testing devices shall be selected from among those listed on the Conforming Products List of Evidential Breath Measurement Devices published in the Federal Register by the National Highway Traffic Safety Administration (NHTSA). Tests shall be conducted by a trained and qualified operator in accordance with accepted standards.

Urine Test Safeguards. The employee shall have the right to a blood test after submitting to a urine test. Not more than two urine samples may be taken from an employee as part of any test. At no time will the employee be required to provide a blood sample. Laboratory standards shall ensure that urine testing shall be undertaken only by an independent laboratory proficient in the testing of urine for alcohol and drugs.

A legible copy of a laboratory report of testing results shall promptly be made available to the tested employee and the Union.

Any employee who refuses to submit to a test in accordance with the terms of this Article, or who tests positive hereunder for alcohol or a drug, shall be sent home and suspended without pay by the Superintendent or his/her designee for thirty (30) working days if that is the employee's first violation. An employee who has been so suspended under this Article and who commits a second violation of this Article either by refusing to submit to a test in accordance with the terms of this Article or by testing positive for alcohol or a drug shall be subject to termination. Notwithstanding the foregoing two-stage disciplinary process, any employee who regularly operates for the Board a motor vehicle, or equipment that can present a danger to the employee or others, shall be subject to termination, rather than a suspension of thirty (30) working days, for a first violation hereunder, including but not limited to any positive test (or refusal to be tested) for alcohol or a drug pursuant to federal or state-mandated testing requirements for C.D.L. holders.

- 38.02 Unit members required to participate in mandatory random drug tests as a term and condition of his/her employment shall be compensated one (1) hour of pay at his/her regular rate of pay for his/her mandatory participation.

### **ARTICLE 39 REQUIRED DISCIPLINARY PROCEDURES**

- 39.01 Employees who are required by the Board to attend disciplinary meetings shall be compensated at their hourly rate of pay for all time spent at such meetings. Further, provided that, insofar as attendance at any such meeting causes Article 24 to be applicable, pay for such attendance shall instead be to that extent at the rate set forth in that Article.

- 39.02 Upon written request by an employee, any verbal reprimand in the employee's personnel file shall be removed if such reprimand is two (2) or more years old and the employee has not been otherwise disciplined in the interim, provided the written request shall not become part of the employee's personnel file. Additionally, employees with other forms of disciplinary actions may petition the Superintendent for removal of the disciplinary actions after three (3) years, provided the employee has not been otherwise disciplined in the interim. The decision to either remove or not remove the disciplinary documentation shall be at the discretion of the Superintendent and such decision shall not be subject to the grievance procedures.

**ARTICLE 40**  
**SHIFT ASSIGNMENTS DURING ABSENCES OF**  
**OTHER CUSTODIAL EMPLOYEES**

- 40.01 When it is known in advance that a custodial employee will be off work for one (1) week or more, the most senior custodial employee in the building/area shall have the right, absent extenuating circumstances, to work the shift of the absent employee. For example, if it is known that a first shift custodian at the High School will be off work for one (1) week or more, the most senior custodian shall have the option, in the absence of extenuating circumstances, to work the first shift for the duration of the absence, and if it occurs, any substitute would be obtained to fill in on the second shift.

When a custodial employee substitutes for a Head Custodian, the custodial employee shall be eligible to receive the hourly rate differential between his/her current rate of pay and the Head Custodian rate of pay after he/she has substituted for the Head Custodian for more than thirty (30) consecutive days. For example, a custodian with an hourly rate of pay at Step 15 shall be eligible for the hourly rate of pay of the Head Custodian at Step 15 after 30 consecutive days of substituting for a Head Custodian.

**ATTENDANCE FOR STAFF CHILDREN**

A bargaining unit employee living outside school district boundaries required for daily student attendance may be eligible to have his/her child/children attend provided that the member meets the following eligibility criteria:

1. The bargaining unit member was employed on or before June 1, 2008.
2. The bargaining unit member lived outside of the New Albany-Plain Local School District on or before June 30, 2008.
3. The bargaining unit member must remain an employee of the District.
4. The bargaining unit member must have and maintain legal custody of the child/children and be the resident custodial parent of the child/children.
5. The child/children is/are not transferring into the District from a non-District 1-12 educational program (i.e., the child/children must begin and continue uninterrupted

their education in the New Albany-Plain Local School District, whether beginning in kindergarten or 1<sup>st</sup> grade).

6. This benefit does not apply to any bargaining unit member who lived within the District when their child/children began school and subsequently move out of the District.
7. The right to attend pre-school is subject to the District having opening available after all District residents' requests have been satisfied and then bargaining unit members may apply for any open seat(s) under the current guidelines.
8. The right to attend a tuition-based all-day kindergarten program is subject to the same provisions (e.g., enrollment lottery and tuition payments) as those established for residents of the district.
9. The bargaining unit member shall be solely responsible for transportation of his/her child/children under this provision except that employees' children shall be permitted to ride shuttle buses/routes within the school district.

#### **REQUIRED PHYSICAL EXAMINATIONS, RECORD CHECKS, AND EDUCATIONAL AIDE PERMIT**

Any fees involved for any physicals required for employees will be paid by the Board.

Employees who are required as a condition of continuing their District employment to be fingerprinted and have a background check shall be conducted and paid for by the Board. Employees who are required to possess an Educational Aide or Student Monitor Permit from the Ohio Department of Education as a condition of continuing their District employment shall be eligible to be reimbursed \$25.00 annually upon receipt of evidence of payment and new/renewed permit.

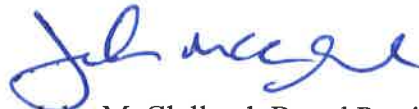
**SIGNATURES**

IN WITNESS WHEREOF, the duly authorized representatives of the NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the LOCAL 303 OF THE ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AFSCME LOCAL 4 / AFL-CIO have executed this Memorandum on the dates opposite their signatures.

**NEW ALBANY-PLAIN LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

Date:

6.15.20



John McClelland, Board President

Date:

6-15-2020



Michael Sawyers, Superintendent

Date:

6-15-2020

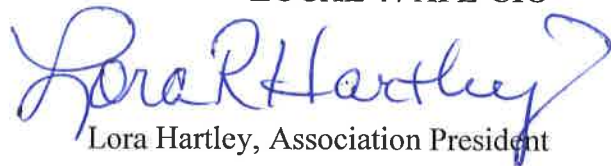


Rebecca Jenkins, Treasurer

**LOCAL 303 OF THE ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES AFSCME  
LOCAL 4 / AFL-CIO**

Date:

6-17-2020



Lora Hartley, Association President

Date:

6-19-2020

Nitsan Israel, Association Vice-President



## APPENDIX A

### SICK LEAVE BANK (S.L.B.) GUIDELINES

#### NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT

The following guidelines are hereby agreed to by and between the Ohio Association of Public School Employees / AFSCME Local 4 / AFL-CIO and its Local #303, hereinafter referred to as the "Union", and the New Albany-Plain Local School District:

(a) Purpose:

To lend additional days of sick leave to participating non-certificated bargaining unit members for use only in cases of the non-certificated employee's own or the non-certificated bargaining unit member's spouse's or dependent child's personal illness, injury, or non-elective surgery occurring under unusual, severe, or emergency conditions, as determined mutually by the Union President and the Superintendent or his/her designee.

(b) Provisions of Eligibility:

- (1) All non-certificated bargaining unit employees shall be eligible to be members of the S.L.B.
- (2) Members may join by depositing three (3) accumulated and unused sick leave days to the S.L.B. Members will be required to submit the S.L.B. membership form (Attachment A) to the Treasurer no later than October 1 to join the S.L.B.
- (3) Membership shall be continuous unless canceled by notifying, in writing, the Treasurer's Office during the period of September 1 through September 30. It is understood that the District will automatically deduct three (3) accumulated and unused sick leave days from the bargaining unit member's sick leave balance each year based upon the member's continued enrollment. The automatic deduction shall occur on the first pay period following October 1<sup>st</sup> annually.
- (4) Should a member have an insufficient sick leave balance to permit the automatic deduction of three (3) accumulated and unused sick leave days to allow continuous enrollment, the member shall NOT be eligible to participate in the S.L.B. and shall forfeit his/her right to any/all days previously donated, but shall have the right to participate in future years provided he/she has a sufficient sick leave balance to participate.
- (5) A bargaining unit member is required to re-enroll to participate in the S.L.B. should he/she break continuous enrollment.

- (6) All unused days in the S.L.B. will roll over into the next year's S.L.B. If membership is canceled, donated days remaining in the S.L.B. will not be returned.
- (c) Operational Procedures:
- (1) Applications for loans from the S.L.B. must be made on the Application for S.L.B. form (Attachment B). A Physician's Statement (Attachment C) is required with each application in order to be considered for a loan. Completed forms are to be submitted to the President of the Union.
  - (2) A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.
  - (3) The maximum number of days that a member may receive is up to twenty percent (20%) of the total days in the S.L.B. at the end of the enrollment period (September 30<sup>th</sup> of each year).
- (d) Policy Procedures:
- (1) In consideration of the benefits of participating in the S.L.B., each applicant for membership in the S.L.B. and for benefits from the S.L.B. shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of Local 303 of the Ohio Association of Public School Employees and the Superintendent or his/her designee. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany-Plain Local School District, Local 303 of the Ohio Association of Public School Employees, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
  - (2) Application for the S.L.B. days must be made to the President of the Union.
  - (3) A decision will be rendered within ten (10) days of receipt of request.
  - (4) Unused requested days shall be returned to the S.L.B.

- (5) Extension of additional days may be applied for in the same manner as the original application.
- (6) If a member is granted use of the S.L.B., he/she must agree to annually donate to the S.L.B. as required herein until such time as the number of S.L.B. days used are repaid to a maximum of fifteen (15) days to the S.L.B. unless otherwise mutually agreed by the OAPSE President and Superintendent.
- (7) When a bargaining unit member donates days to the S.L.B., he/she agrees to abide by the above-stated rules for administration of the S.L.B.
- (8) All decisions shall be final and binding and are not subject to grievance or any other formal process of appeal.
- (9) Guidelines may be reviewed annually upon request of the President of the Union, the Superintendent, or his/her designee.



**APPENDIX A**  
**New Albany-Plain Local Schools**  
**55 North High Street**  
**New Albany, Ohio 43054**

**OAPSE Sick Leave Bank Enrollment Form**

**NAME:** \_\_\_\_\_ **EMPLOYEE #:** \_\_\_\_\_

**ASSIGNMENT:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

Upon completion and submission of this form to the Treasurer's Office by September 30th, I herein acknowledge and agree that:

1. I am voluntarily enrolling and may benefit from the OAPSE Sick Leave Bank (S.L.B.).
2. I authorize the Treasurer to deduct three (3) accumulated and unused sick leave days from my sick leave balance in the first pay period following October 1<sup>st</sup> upon submission of this form to constitute my enrollment in the S.L.B.
3. Further, I authorize the Treasurer to deduct an additional three (3) accumulated and unused sick leave days from my sick leave balance annually in the first pay period following October 1<sup>st</sup> to continue my enrollment in the S.L.B. without any further written authorization.
4. It is my sole responsibility to notify the Treasurer in writing no later than September 30<sup>th</sup> annually should I wish to terminate my participation in the S.L.B.
5. I shall have no rights to any/all unused sick leave days that I have donated to participate in the S.L.B.
6. I must fulfill a separate application and verification process to request access to benefit from the S.L.B.
7. I agree, if granted use of the S.L.B., to annually donate to the S.L.B. as required herein until such time as the number of S.L.B. days used are repaid to a maximum of fifteen (15) days to the S.L.B. unless otherwise mutually agreed by the OAPSE President and Superintendent.
8. I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of Local 303 of the Ohio Association of Public School Employees and the Superintendent or his/her designee. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany-Plain Local School District, Local 303 of the Ohio Association of Public School Employees, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning the S.L.B.

**I, \_\_\_\_\_, expressly acknowledge and agree through my signature and form submission that I will abide by the policy and procedures outlined to enroll and subsequently be eligible to participate in or benefit from the Sick Leave Bank.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Completed form must be submitted by September 30<sup>th</sup> to the Treasurer's Office for enrollment.**

**Please submit completed application to the President of Local 303  
of the Ohio Association of Public School Employees.  
Application must include this form (Attachment A), AND  
Attachment B, Application for Sick Leave Bank, AND  
Attachment C, Physician's Statement for Sick Leave Bank Application, to be considered.**

**APPENDIX A**  
**New Albany • Plain Local Schools**  
**55 North High Street**  
**New Albany, Ohio 43054**

**Employee Application for Sick Leave Bank**

**NAME:** \_\_\_\_\_ **EMPLOYEE #:** \_\_\_\_\_

**ASSIGNMENT:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

Number of sick days used this school year: \_\_\_\_\_

Number of sick days used for current illness: \_\_\_\_\_

Employee's reason for request (be specific): \_\_\_\_\_

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

Estimate # of additional days needed: \_\_\_\_\_

Name of attending physician: \_\_\_\_\_

Address of attending physician: \_\_\_\_\_

Telephone # of attending physician: \_\_\_\_\_

**My signature below indicates that the information I have provided herein is true and accurate.**

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

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

**Please submit completed application to the President of Local 303  
of the Ohio Association of Public School Employees.**

**Application must include this form (Attachment B), AND  
Attachment A, OAPSE Sick Leave Bank Enrollment Form, AND  
Attachment C, Physician's Statement for Sick Leave Bank Application, to be considered.**

APPENDIX A  
New Albany • Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054

**PHYSICIAN'S STATEMENT FOR SICK LEAVE BANK APPLICATION**

\_\_\_\_\_ is unable to perform his/her duties in the position of \_\_\_\_\_ and requires sick leave because: (please be specific with diagnosis and description of complications)

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

**OR**

\_\_\_\_\_ Requires non-elective surgery that is medically necessary and cannot be postponed until the end of the school year. Nature of procedure:

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

This patient has been under my care for (length of time in months/years): \_\_\_\_\_

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Physician's Printed Name

I give my physician permission to release the above-requested medical information and any other personally identifiable information necessary to support my application for donation of sick leave days.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Please submit completed Physician's Statement to the President of Local 303 of the Ohio Association of Public School Employees.**

**Sick Leave Bank Application must include this form (Attachment C), AND Attachment A, OAPSE Sick Leave Bank Enrollment Form, AND Attachment B, Application for Sick Leave Bank, to be considered.**



*This form will only be used in the event the electronic reporting system is not available.*

## APPENDIX C UNPAID LEAVE REQUEST FORM



New Albany-Plain Local Schools  
HUMAN RESOURCES DEPARTMENT  
55 N. High Street, New Albany, Ohio 43054  
Phone (614)855-2040 Fax (614)855-2043

### **REQUEST FOR UNPAID LEAVE OF ABSENCE**

1. EMPLOYEE INFORMATION (Please print)	
Name _____	ID No. _____ Date of Birth _____
Home phone _____	Email _____
School/Department _____	Position _____
2. SELECT/STATE REASON FOR REQUEST FOR UNPAID LEAVE	
<input type="checkbox"/> ( ) ILLNESS OF SELF – Attach Certificate of Health Care Provider (if not FMLA or otherwise eligible*) <input type="checkbox"/> ( ) ILLNESS OF FAMILY MEMBER – Attach Certificate of Health Care Provider (if not FMLA or otherwise eligible*) <input type="checkbox"/> ( ) PATERNITY – Attach Certificate of HealthCare Provider (if not FMLA or otherwise eligible*) <input type="checkbox"/> ( ) ADOPTION/FOSTER CARE – Attach legal verification from attorney or agency (if not otherwise eligible*) <input type="checkbox"/> ( ) PROFESSIONAL – Attach proper documentation for type of professional leave requested (if not otherwise eligible*) <input type="checkbox"/> ( ) OTHER (attach additional information as necessary):  <hr/> <hr/>	
*(If not otherwise eligible by terms and conditions of employment or Collective Bargaining Agreement, if applicable)	
3. UNPAID LEAVE DATE(S) REQUESTED:	<b><u>PAYROLL USE ONLY</u></b>
Last Day of Work _____ Anticipated Return to Work _____	UNPAID Leave Date(s)
1 <sup>st</sup> Unpaid Day Requested _____ Anticipated # of UNPAID Work Days: _____	From _____
4. CONFIRMATION	To _____
By signing below and submitting this form I hereby understand that I am requesting an UNPAID leave of absence from work. I certify that the aforementioned reason(s) are true and accurate and have provided any supporting documentation, if applicable. I understand that this leave request is subject to approval by the Superintendent or her/his designee and the Board of Education, when applicable. I understand that if approved, this may result in loss of compensation or eligibility for other fringe benefits and that all union dues for the current school year must be paid by the employee if a member of the union.	Length of UNPAID Leave _____
	Board Date (as applicable) _____

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator/Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date

UNPAID LEAVE REQUEST: \_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

Distribution: Original – Human Resources Personnel File

Copy – Payroll

Copy – Employee

December 2013