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AGREEMENT BETWEEN  
THE GREEN BOARD OF EDUCATION  
AND  
OAPSE/AFSCME-AFL-CIO  
AND  
OAPSE #274  
JULY 1, 2020 – June 30, 2022

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## ARTICLE 1 AGREEMENT

This agreement is made and entered into between the Green Local School District Board of Education, hereinafter referred to as the "Board" and OAPSE Local #274 and the Ohio Association of Public School Employee/AFSCME-AFL-CIO which are hereafter collectively referred to as the "Union".

## ARTICLE 2 ORGANIZATIONAL SUPPORT

The Union recognizes the importance of active participation in the promotion of funding issues essential to the financial stability and continued improvement of wages, fringes, working conditions and the quality of Green Schools. The Union encourages its members to be active participants in promoting the positive aspects of the Green Schools and financial issues essential to continued progress.

The leadership, recognizing the importance of seeking support for the levies that financially support the district, agrees to openly support and endorse said issues and encourage its members to assist levy committees in their efforts.

### ASSOCIATION RIGHTS

- A. Rights and privileges provided in this Section shall be granted to the Association as the sole and exclusive bargaining agent of the bargaining unit.
- B. Bulletin Boards: The Association shall have access to building bulletin boards in each building and may post notices and information thereon.
- C. Facilities: The Association and/or its representatives shall have the right to use the school buildings for meetings and equipment without rental charge but will provide the building administration with advance notice of the building use and will fill out building use forms.
- D. Mail System: The Association shall have, without charge, use of the Interschool Mail System and email in accordance with applicable Board policy for communication to members.
- E. Representation: The Association shall have the right to have its representatives contact employees and make school visitations during the workday by observing normal check-in procedures through the Principal's Office. Such contact shall not interfere with the employee's work.
- F. Board Agenda: The Board agrees to provide the Association President with one (1) copy of the agenda and any addendum prior to each Board meeting.

### **ARTICLE 3 RECOGNITION**

The Board recognizes the Union as the sole and exclusive representative of full time and regular short hour employees in the following departments and classifications:

1. Custodial Department
  - a. Custodians
  - b. Groundskeepers
2. Food Service Department
  - a. Cooks

Per the State of Ohio State Employment Relations Board (SERB) case number 01-ULP-10-0607, the cafeteria managers are not part of the bargaining unit.

Full time employees shall be defined as employees that are employed by the Board who work a regular schedule of at least 30 hours per week. Regular short hour employees shall be defined as employees that are employed by the Board who work a regular schedule of less than 30 hours per week.

The Green Local School District Board of Education and OAPSE Local #274 recognize the responsibilities to each other and to the community to negotiate in good faith in order to reach agreements that are mutually agreeable.

The Board recognizes that OAPSE Local #274 performs a valuable service as the exclusive bargaining representative of the bargaining unit. The Board and OAPSE Local #274 recognize that free and open exchange of views between bargaining representatives of bargaining unit employees and the Board is desirable.

### **ARTICLE 4 MANAGEMENT RIGHTS**

The Union recognizes that except as otherwise limited in this agreement, the Board has a sole exclusive right to manage its operation and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the Board, and its sole and exclusive discretion and judgment, to:

- a. determine matters of inherent managerial policy which govern: the function and programs of the school district; standards of service; its overall budget; utilization of technology; and its organizational structure;
- b. direct, supervise, evaluate, or hire employees;
- c. maintain and improve the efficiency and effectiveness of its governmental operations;
- d. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted, including but not limited to completion of checklists by employees to ensure cleaning and sanitation of facilities;

- e. suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- f. determine the adequacy of the work force;
- g. determine the overall mission of the school district as a unit of government;
- h. take actions to carry out the mission of the school district as a governing unit.

## **ARTICLE 5 NEGOTIATIONS**

- A. Representatives of the Board will meet with representatives of the Union for the purpose of negotiating an agreement. Each team shall be comprised of no more than six (6) members, one of whom may be a consultant or other professional representative.
- B. Consultants may be used during negotiations if deemed advisable by either party. Consultants will be paid by the requesting party.
- C. Both parties agree to supply the other with information regularly and routinely prepared concerning issues under consideration upon request.
- D. Negotiations will begin no earlier than 120 days before the expiration of the contract, by written request, from either party. A meeting date should be set within 15 days of this request.
- E. The Board and the Union shall exchange proposals on all issues to be negotiated at the first meeting in writing. Additional items may be added by mutual agreement.
- F. During negotiations, the parties agree that all negotiations shall be conducted in Private Session. No news releases shall be made unless by mutual agreement. Interim reports of progress may be made by the Union to its members and by the Board representatives to the Board. All other discussions concerning the negotiations shall be between the bargaining teams.
- G. As agreement is reached (tentative) on various issues, the chief negotiators shall initial and date them. When tentative agreement is reached on the entire agreement, the outcome will be reduced in writing. Both parties shall review this document for accuracy. The approved agreement will be submitted to the bargaining unit for ratification; if approved, it will be submitted to the Board for ratification. When adopted by the Board, it will become part of the Board minutes and be binding on both parties. The Board agrees to provide a copy of the agreement to all bargaining unit members within 30 days of ratification by the Board.
- H. This agreement will be signed by the Superintendent, the Treasurer, and the Board President. This agreement will be signed by the Union's chief negotiator, local President and local Secretary.
- I. In the event an agreement is not reached by negotiations within sixty (60) days of the

initial meeting, or a mutually agreed upon date, either party may request the services of the Federal Mediation and Conciliation Services to provide a mediator to assist the parties in reaching agreement. This process is intended to satisfy the requirements of Ohio Revised Code (ORC) 4117.14 and shall serve as the mutually agreed alternative dispute settlement procedure of the parties.

J. The mediator has no authority to bind either party to an agreement.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

A Grievance shall be defined as where an employee or Local #274 believes there has been an alleged violation, misrepresentation, or misapplication of the negotiated agreement. Time limits in days under each level shall be counted as business days (Monday through Friday excluding holidays). The number of days indicated at each level shall be considered as maximum, unless mutually agreed upon.

Failure by the grievant to file or appeal a grievance within the time limits contained in this agreement shall result in the grievance being waived.

Failure by the Administration to follow the timelines shall result in the grievance being moved to the next step.

At all steps of the Grievance procedure, the grievant has the right to Union representation.

**Step I Informal:** A grievance must be reported orally, within fifteen (15) days after the occurrence giving rise to the dispute to the employee's immediate supervisor. A Union representative shall with the presence of the aggrieved employee, present the grievance to the employee's immediate supervisor. If in the opinion of both parties a grievance does not exist, no further action is necessary.

**Step II Director of Operations:** If a grievance is not settled at the first step, the Union and the affected employee shall reduce the grievance to writing. The written grievance must be presented to the Director of Operations within five (5) days of the meeting that occurred in Step I. At the request of either party, a grievance hearing shall take place between the grievant(s) and the Union and the Director of Operations. The Director of Operations shall reply in writing within ten (10) days after the receipt of the written grievance or the grievance hearing. All official replies will be attached to the original grievance.

**Step III Superintendent/Designee:** If the grievance cannot be settled at Step II, or if the grievance involves a matter beyond the jurisdiction of the Director of Operations, the written grievance shall be submitted to the Superintendent or designee within five (5) days of the receipt of the Step II written disposition. A hearing shall be held between the grievant(s), the Union and the Superintendent or designee within five (5) work days. The Superintendent or designee will write the Step III disposition within five (5) days of the Step III hearing.

**Step IV Mediation:** If a grievance is not settled at Step III, the Union and the affected employee may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days

from the receipt of the answer given at Step III. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful and the Union or the employee remains aggrieved, the Union may proceed to Step V.

**Step V Arbitration:** If the grievance is not resolved at Step IV, the union may, within fifteen (15) days of the last mediation session, request in writing that the grievance be submitted to binding arbitration. The local Union shall have the sole and exclusive power on behalf of the bargaining unit grievant to pursue or not pursue the grievance to arbitration.

An employee shall not lose any compensation for their participation in a grievance or arbitration hearing being held during working hours that was scheduled with the administration.

No later than ten (10) days after a notice to arbitrate is given, the parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to submit the panel of seven (7) arbitrators who shall be located in the northeastern Ohio area.

Within five (5) days after receipt of the panel of arbitrators, the parties shall meet and select the arbitrator. Each party shall alternately strike one name from the list. The party striking first shall be determined by a coin toss.

The fees and expenses of the arbitrator will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. If the decision does not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration or if the cost of arbitration shall be equally divided between the Union and the Board.

The arbitrator shall hold the necessary hearings promptly and issue his decision and award in writing within thirty (30) days from the date the records is closed if possible. The decision of the arbitrator is binding on the parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor add to, detract from or modify the language therein arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his decision.

## **ARTICLE 7 LEAVES**

### **7.1 LEAVES OF ABSENCE**

An employee who has exhausted his accumulated sick leave, and is ill or disabled, is entitled to an unpaid leave of absence, without interruption of seniority, for a period of not more than two (2) years.

Regular employees may be eligible, upon approval of the Board of Education, for a personal leave



of absence without pay, without interruption of seniority. Such leave of absence shall not exceed 182 calendar days and may be renewed upon approval by the Board of Education.

## **7.2 SICK LEAVE**

Employees shall be granted fifteen (15) days of sick leave per year cumulative at the rate of one and one-quarter (1.25) days per month. Unused sick leave shall be accumulated up to 310 days maximum.

A day of sick leave is calculated based upon the number of hours per day the employee regularly works. If an employee transfers to a new position with a different number of hours worked, the number of sick days will be adjusted accordingly.

Examples: A person is working a 3-hour position and becomes a 6 hour per day employee - 20 -3-hour sick days become 10 - 6 hour sick days. Conversely, a 6-hour per day employee begins to work 3-hours per day - 35 - 6 hour sick days become 70 - 3 hour sick days.

Use of sick leave shall be according to statute which currently states that employees may use sick leave, upon approval of the responsible administrative office of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness, injury, or death in the employee's immediate family. For the purpose of this paragraph the immediate family shall include: spouse, children, parents, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other close relative residing in the employee's residence.

Employees using sick leave shall indicate the general reason for the leave on the appropriate leave form. If an employee is absent on sick leave for more than three consecutive work days and receives medical treatment, he/she shall submit a doctor's statement verifying the use of sick leave. A statement from the doctor will be required for an absence of more than five consecutive work days.

Sick leave must be taken in no less than  $\frac{1}{4}$  day segments.

Sick leave may not be taken a (work) day before or after a holiday without a written excuse from a physician. In the event an employee takes a sick leave absence on either of these days their holiday pay will be docked.

### **7.2.1 DONATION OF SICK LEAVE**

- A. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic illness or injury of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated Sick Leave, another bargaining unit member may donate up to ten (10) days of his/her accumulated Sick Leave to the absent employee. The requirement of thirty (30) consecutive days' absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
- B. Upon request, an employee may receive up to an aggregate of thirty (30) days of donated sick leave days in any one school year, not to exceed two consecutive years. However in the case of an extraordinary circumstance, and at the discretion of the

Superintendent, an additional thirty (30) days may be granted if employees donate additional days. After two consecutive years, the employee will be encouraged to apply for disability retirement.

- C. The Superintendent shall notify the OAPSE President that a request has been received for the donation of sick leave. The President shall then notify the membership of the request for sick leave days.
- D. Donation of Sick Leave days shall be initiated by an employee on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent employee is exhausted.
- E. Donated Sick Leave shall be added to the accumulated sick leave of the absent employee and deducted from the donating employee.

### **7.3 PERSONAL LEAVE**

Three (3) days of non-cumulative personal leave may be used for the period of July 1 to June 30 with one (1) additional personal day after 15 years of service in Green.

Application must be made five (5) days in advance except in the case of an emergency on a form developed by the Administration with input from the Union and shared with the members of the bargaining unit. This form will be subject to modification through the Labor Management Committee.

Personal Leave must be taken in no less than  $\frac{1}{4}$  day segments.

Only one (1) custodian/lead custodian per building per day and one (1) cook per kitchen per day will be eligible to use personal leave during the first ten (10) and last ten (10) student calendar days. Use of personal leave during these time windows shall be on a first-come first-serve basis.

### **7.4 UNION DAYS**

The Board will grant up to sixty-four (64) hours paid annually to attend Union sponsored educational classes, the annual Union conference or district union meetings. If additional days are needed, personal leave will be approved for attendance at these meetings. The Board will not provide for any expenses associated with the attendance at these meetings or classes.

### **7.5 ASSAULT LEAVE**

A bargaining unit member using Assault Leave shall subrogate his/her right to recovery of compensation paid by the Board.

Any employee absent from duty because of an injury due to an assault occurring on school property, due to school-related and/or by any school-age student(s) or by a person acting on the student's behalf, shall not be charged with the use of his/her sick leave for the period he/she is unable to perform his/her duties to a maximum of one hundred eighty-five (185) contract days.

While on assault leave, he/she will receive full compensation and benefits if he/she has not filed a lost time claim with the Ohio Bureau of Workers Compensation.

Anyone on Workers Compensation as a result of an assault and on health care at the time of the injury shall have Board paid Health Insurance while under physician's care and unable to work. After sixty-five (65) contract days, the board may require an examination (paid by the board) by a physician of the board's choosing for a second opinion. If there is a disagreement on the employee's ability to return to work, the employee or the Board may request a third opinion by a neutral physician (the cost of the third physician shall be borne by the requesting party). If and when an employee has a determination of Total Permanent Disability by the Ohio of Bureau of Workers Compensation, the Board paid health care will cease.

## 7.6 VACATION

- A. All 11-month and 12-month (240 days and over per year) employees are entitled to vacation according to the following schedule:

One to six years	10 days
Seven to thirteen years	15 days
Fourteen to twenty-three years	20 days
Twenty-four years and over	25 days

Each employee with one or more years of service shall receive a vacation accrual on his/her anniversary date per the above schedule. Thereafter, each of these employees will receive a monthly accrual of 1/12<sup>th</sup> of their annual vacation allowance. Once an employee reaches a new threshold of years of service per the above schedule, the Board of Education will immediately add one week of vacation accrual to their balance.

- B. Vacations may be taken any time with prior approval of the Superintendent or his designee. The maximum amount of vacation accrual will be limited as follows:

<u>Eligible for:</u>	<u>Maximum Accrual:</u>
10 Days	20 Days
15 Days	25 Days
20 Days	35 Days
25 Days	40 Days

- C. The employee may not exceed the maximum accrual without prior approval of the Superintendent or his designee. Failure to stay below the maximum accrual will result in a loss of any days in excess of the maximum without compensation.
- D. Vacation must be taken in no less than ¼ day segments.
- E. Only one (1) custodian/lead custodian per building per day will be eligible to use vacation leave during the first ten (10) and last ten (10) student calendar days. Use of vacation leave during these time windows shall be on a first-come first-serve basis.

## 7.7 HOLIDAY LEAVE

- A. All 11-month and 12-month (240 days and over per year) employees shall receive their regular rate of pay for the following holidays:

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

- B. All nine (9) and ten (10) month employees shall receive their regular rate of pay for the following holidays:

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

- C. In order to receive holiday pay, the employee must accrue earnings for the scheduled workday before and after the holiday.
- D. When holidays fall on Saturday, Friday will be designated the day of observance and when they occur on Sunday, they will be observed on Monday.
- E. Employees required to work any of the above days shall receive his/her regular rate of pay for the holiday plus pay at one and one-half (1 1/2) times his/her regular rate of pay (equaling two and one-half (2 1/2) times regular pay for any hour worked) or receive compensatory time at the rate of one and one-half (1 1/2) hours for each hour worked.

## **7.8 JURY LEAVE**

The Board shall pay an employee their normal pay for each day the employee serves as a juror. Any compensation received from the court will be retained by the employee.

## **7.9 PARENTAL LEAVE**

- A. An employee who is pregnant or adopting a child less than six (6) years of age shall be granted a leave of absence without pay for maternity reasons, unless previously informed by the Superintendent that the Employee's contract will not be renewed or that the Employee's employment will be terminated at the end of the current work year or the employee is serving a probationary period of employment.
- B. If possible, such leave will begin at the nearest semester break between commencement of pregnancy and the birth of the child; or, in the case of adoption, the receipt of custody; and shall last at least one (1) semester.
- C. Such leave may for the remainder of the current semester and the following semester.
- D. Notification of such leave will be filed with the Superintendent's Office at least sixty (60) calendar days prior to the beginning of the requested leave. Notification shall contain the beginning and ending dates of the leave.

- E. At the expiration of Parental Leave, the Employee shall be entitled to reinstatement to the same position which was held prior to the leave or, if the position is no longer available, to an equivalent position which the employee is otherwise qualified.

## **7.10 FAMILY AND MEDICAL LEAVE ACT**

Employees shall be entitled to the benefits under and covered by the provisions of the Family and Medical Leave Act of 1993. OAPSE will be informed of any changes in Board policy that may affect FMLA leave.

## **ARTICLE 8 EMPLOYEE RIGHTS**

### **A. Definitions:**

1. Vacancy: A vacancy shall be any position in the bargaining unit resulting from:
  - a. An employee leaving employment as a result of resignation, termination, or death.
  - b. An employee's move to another bargaining unit position.
  - c. The creation of a new bargaining unit position.
2. Seniority: Seniority is defined in this agreement as an employee's date of hire in a bargaining unit position within their classification. If a tiebreaker is needed for multiple employees who have the same start date, seniority shall be determined by the date of application on file with the district. If a tiebreaker is still needed, a flip of the coin shall take place prior to the employees start date with the district. The affected employees shall be present during the coin flip.
3. Involuntary Transfer: Transfers can only be made by the Superintendent of Schools. A classified employee who is involuntarily transferred will receive written notification of the reasons for the transfer. Prior to an involuntary transfer, consideration will be given to seniority and experience in the area of the transfer.
4. Breaks: Employees scheduled to work less than four (4) hours per day receive no breaks. Employees scheduled to work four (4) to seven (7) hours per day will be scheduled to receive a minimum of one fifteen (15) minute break. Employees scheduled to work more than seven (7) hours per day will be scheduled to receive a minimum of two fifteen (15) breaks.

## **8.1 JOB POSTING/FILLING OF VACANCIES**

- A. All vacancies that the Board intends to fill or when a position is newly created shall

be posted.

The following exceptions are agreed to for cafeteria positions:

1. Effective July 1, 2020, all cook vacancies will be filled with 3-hour positions; and
2. Positions that become available between May 1 and the end of the school year in the cafeteria may be filled temporarily until the start of the next school year and then will be posted by August 1.

Lead Custodians shall retain their current positions until they vacate said position, by resignation, retirement, termination or movement to another building.

- B. All bargaining unit positions shall be posted in every building where bargaining unit members are employed in a location that is accessible to them; in addition, all job postings shall be posted on the District Web Site. Bids may be made electronically on the district website or by using Appendix A of the OAPSE contract by the end of the workday on the final day of posting.
- C. Postings shall be left up for 5 working days for bargaining unit members to apply and a copy of the posting shall be sent to the President of the Local.
- D. Postings shall include location, the name of the person who previously held the position, hours per day, days per year, hourly rate and a brief description of the essential qualifications. Applicants will be considered on the basis of attendance, work records, performance appraisals, and job related qualifications, including in some instances aptitude tests.
- E. The position will be awarded to the internal applicant in the classification who is most qualified. If there are no qualified internal candidates, the job may be posted for external candidates. For custodial vacancies, the position shall be offered to the most senior qualified candidate in the classification.

If no employee bids on a vacancy, no involuntary transfer to that opening will be made, except for a reduction in force or as a temporary assignment until the vacancy is filled.

There shall be no probationary period for a transfer to a new assignment within a classification.

- F. All internal applicants applying for a job in a different classification shall be afforded an interview. Internal applicants for a vacancy in his/her classification will be afforded an interview.
- G. Where candidates are essentially equal, seniority with the district shall be the tie-breaker. An employee may request and shall receive a written rationale for being denied.
- H. When necessary to determine an applicant's qualifications, they may be given a 35-day trial period on the job; this shall apply only to Promotional positions and/or change of classifications.

The employee's current job will be filled temporarily during the trial period.

If the posted position is to be filled, it shall be filled within 35 days from the first day of the posting; this shall apply only to Promotional positions and/or change of classifications.

An employee that is returned shall not lose any seniority or benefit due to being returned and shall receive a written rationale why they are being returned.

- I. New hires shall be subject to a sixty (60) work day probationary period. During this probationary period, the employee shall be observed and evaluated by the Immediate Supervisor and will be subject to immediate release without recourse to the grievance procedure of this Agreement. It is the intent of the parties that this provision shall supersede ORC 3319.081 regarding the initial sixty (60) days of employment.

At the conclusion of the probationary period, the employee will be issued a limited contract for a term of up to one year.

Once the probationary period has passed, the employee's employment contracts will be issued in accordance with ORC 3319.081.

- J. Personnel hired to fill temporary vacancies shall be considered a substitute employee. These employees do not accumulate seniority and are not considered bargaining unit members. Vacancies shall be filled within 35 days
- K. The Local President shall be notified, through written correspondence of all job postings, of vacancies and positions that are filled.
- L. When an employee is awarded a position through the vacancy bid process described in A through E above, the employee must remain in the new position for a minimum of sixty (60) work days when the move to the position is lateral. If a lateral position opens changing the work schedule from day to night or night to day the employee will not be subject to the 60-day rule. All other moves will be considered lateral.

## **8.2 LAYOFF AND RECALL**

- A. In the event it becomes necessary to reduce the number of employees for reasons of lack of funds, lack of work, the closing of any school building, etc., employees affected shall be reduced on the basis of seniority. When the Board determines the need for a reduction of employees, every reasonable effort will be made to reduce the number of active employees within a classification to be reduced through attrition.
- B. Employees shall be selected for layoff in the following order:
  - 1 . Retirees
  - 2 . Probationary
  - 3 . Part-time
  - 4 . Regular employees based on seniority
- C. If layoffs are necessary, employees shall be laid off in order of their seniority and must first "bump" in their job classification where their seniority will hold.

- D. If further layoffs are necessary, employees shall be laid off in order of their seniority and must first "bump" in their department where their seniority will hold and if the employee possesses necessary licensing, if required. Employees may only "bump" into a classification lower than the classification they were displaced from on the list of classifications that appears in section 1 below. The employee must exercise his/her bumping rights within ten (10) working days or such rights shall be considered waived.
- E. Employees may then "bump" less senior bargaining unit employees in other department(s) where they have previously worked (no credit for substitute work). An employee may only "bump" from one department into another department into a classification in which they have previously worked, or a classification lower on the list that appears in section H below. The employee must exercise his/her bumping rights within ten (10) working days or such rights shall be considered waived.
- F. All employees affected by such layoffs shall be placed on a recall list in inverse order of the layoff, (most senior employee is first to be recalled). While on the recall list, employees wanting substitute opportunities are required to report their availability for the appropriate substitution list. Employees on the recall list will be first to be offered substitute opportunities that arise during the period of layoff. Employees being recalled shall be sent a notice by registered mail. Employees who fail to notify the District of their intent to return to work within ten (10) work days and/or fail to report to work after recall is sent shall lose their recall rights and shall be considered as having voluntarily quit. They shall remain on the recall list for two (2) years from the date of layoff.
- G. No new employee in the classification where layoffs occurred will be hired until those employees laid off from the classification are offered jobs.
- H. Department and Classifications

<ul style="list-style-type: none"> <li>Custodial Department</li> <li>a. Custodians</li> <li>b.</li> <li>b. Groundskeepers</li> </ul>	<ul style="list-style-type: none"> <li>Food Service Department</li> <li>a. Cooks</li> </ul>
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### **8.3 EMPLOYEE EVALUATION**

An informal evaluation conference with the supervisor and/or a building administrator and employee is to be held no later than December 31 of each year.

A written evaluation is to be completed no later than April 30 of each year. The written evaluation will include a conference with the supervisor and employee to discuss strengths, weaknesses, and/or areas in need of attention.

The employee must sign the evaluation form to indicate receipt of a copy of the evaluation. This signature merely indicates that the employee has received a copy of the evaluation form. The employee may attach a rebuttal to the evaluation document prior to its placement in the personnel



file. The employee may be accompanied by their union representative during any evaluation conference. He/she will receive a copy of all evaluations or other forms of correspondence relating to job performance that is to become part of his/her personnel file.

Additional evaluations, in addition to that required, may be completed whenever the supervisor feels the quality of the employee's work falls below expected standards. The employee shall receive a plan of assistance from his/her supervisor and have a reasonable time to correct deficiencies before disciplinary action is taken. All disciplinary action shall be subject to the grievance procedure. At any meeting where an employee's performance evaluation is discussed, the employee has the right to be accompanied by a representative.

#### **8.4 GYM FLOOR WORK**

Bargaining unit workers will be, by mutual agreement, assigned the duty of annually cleaning and applying the finishing coat to the gym floors. Green Schools retains the right to use outside contractors to sand, refinish, and re-strip the gym surfaces.

#### **8.5 EMPLOYEE PERSONAL INFORMATION**

Managers, supervisors, and administrators will take precautions to protect personal information to the extent permitted by law.

Intent forms shall be issued by the Superintendent to all OAPSE members during the month of January. Intent forms must be returned to the Superintendent's office in a sealed envelope on or before January 31. (The purpose of the intent form is to collect information concerning the employee's intentions for the following year).

#### **8.6 DISCIPLINE/DISCHARGE**

- A. No employee shall be disciplined without just cause.
- B. Disciplinary action shall be administered on a progressive basis set forth as follows:
  - 1. On the occasion of the first violation, the Supervisor shall take the following action: Meet with the employee to discuss the matter; inform the employee of the nature of the problem and the action necessary to correct it; and inform the employee of the ramifications should another violation occur.
  - 2. Should a second violation occur, the Supervisor shall hold a second meeting with the employee at which time disciplinary action may be taken up to and including a written reprimand. The supervisor shall warn the employee that a third violation will result in more severe disciplinary action. If a written reprimand was issued, a copy shall be forwarded to the Superintendent's Office.
  - 3. a. Should additional violations occur, the Supervisor shall take progressive disciplinary action as follows: Issue another written reprimand or recommend a suspension without pay for up to three (3) working days.

- b. If suspension is recommended, the Supervisor shall prepare and forward to the Superintendent's Office a written report describing the violation and summarizing the action recommended and its justification.
4. In cases involving serious misconduct, the Supervisor may immediately suspend the employee with pay, pending a hearing with the Superintendent.
5. Subsequent violations for the same offense shall be subject to further discipline up to and including termination. Examples of reasons for termination are as follows: fighting; destruction of property; falsification of records; consumption of alcoholic beverages or controlled substances which influence the performance of work by the Employees; or willfully endangering a child.

C. DUE PROCESS

Before an Employee may be suspended without pay, terminated, reduced or transferred for disciplinary reasons, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The Employee shall have not less than forty-eight (48) hours written notice of the time and place of the preliminary hearing, which notice shall state the nature of the charges against him/her. Failure of the Employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the Employee of his/her right to such hearing. Any notices, copies of orders or recommendations required under this section may be served upon the employee in person, by certified or registered mail (with return receipt), or such other means which will afford the Employee reasonable notice thereof.
2. At the preliminary hearing, the Employee or his/her representative shall be given the opportunity to respond by way of explanation or defense.
3. Following the hearing, the Superintendent may conduct a further investigation concerning all matters that may have been raised during the hearing or have otherwise come to his/her attention.
4. If further investigation indicated information which will affect the Superintendent's decision, the employee will be advised of such additional information and may meet with the Superintendent to offer a rebuttal prior to the Superintendent rendering his/her decision.
5. The employee shall be notified in writing of any action taken.
6. The employee may be accompanied by a representative of his/her choice at any disciplinary meeting.

D. APPEAL

1. An employee who has been recommended by the Superintendent to be terminated, or suspended without pay, or to receive a disciplinary transfer or reduction which results in economic loss to the Employee, may appeal to the Board by filing a

written notice with the Treasurer within ten (10) days of the disciplinary action. All other appeals of discipline shall be handled through normal steps of the grievance procedure.

2. A hearing shall be conducted by the Board in Executive Session at its next regular meeting or at a special meeting called for such purpose. The employee and the Board may be represented by legal counsel or other representative of choice. At such hearing, the Employee shall have the right to present evidence and call witnesses.
3. The Board's decision shall be in writing and shall be served on the Employee.
4. The decision of the Board may be appealed to arbitration beginning at Step V Arbitration of the grievance procedure. Unless appealed to arbitration as provided in Article 6 Step V, the Board's decision shall be final.

E. SUSPENSION PENDING DISCIPLINE PROCEEDINGS

If, in judgment of the Superintendent, the nature of the charges against an Employee is such that the Employee should be removed following a preliminary hearing as provided in Paragraph C 1, the Employee may be suspended with or without pay pending final resolution of the disciplinary proceedings. If the employee is not found guilty of the disciplinary charges as determined by the superintendent, and the employee was suspended without pay, any pay withheld shall be paid retroactive in full.

F. CONFERENCES

Any meeting at which disciplinary or corrective action may occur shall take place in a private setting.

## **8.7 GROUNDSKEEPERS**

Groundskeepers shall work 12 months under the direction of the Director of Operations or his/her designee at their regular rate of pay. Groundskeepers may be used as second shift/evening custodial subs and for snowplowing, light maintenance, and/or work on building projects along with the maintenance crew.

Groundskeepers will receive two weeks of vacation on their anniversary dates and will be given their years of service from their hire date for the accrual of additional vacation in accordance to section 7.6 (Vacation).

## **8.8 EVALUATION COMMITTEE**

When the current form needs revision, a committee of OAPSE members and administrators will meet to study the instrument (i.e., Leave form, Evaluation form, Grievance forms, etc.). Each building will be represented by a bargaining unit member appointed by OAPSE. An equal number of administrators will serve on the committee. If the committee reaches consensus on desired changes to a particular instrument, such changes will be made and implemented.

## ARTICLE 9 COMPENSATION

### 9.1 WAGES PER HOUR

#### A. Effective July 1, 2020

Step:	Custodian	Cooks	Groundskeeper
0-1	\$13.60	\$12.10	\$14.10
2-3	\$14.60	\$13.10	\$15.10
4-5	\$15.60	\$14.10	\$16.10
6-7	\$16.35	\$14.85	\$16.85
8-9	\$17.35	\$15.85	\$17.85
10-11	\$18.35	\$16.85	\$18.85
12+	\$19.60	\$18.10	\$20.10

#### B. Effective July 1, 2021

Step:	Custodian	Cooks	Groundskeeper
0-1	\$14.50	\$13.00	\$15.00
2-3	\$15.50	\$14.00	\$16.00
4-5	\$16.50	\$15.00	\$17.00
6-7	\$17.25	\$15.75	\$17.75
8-9	\$18.25	\$16.75	\$18.75
10-11	\$19.25	\$17.75	\$19.75
12+	\$20.85	\$19.00	\$21.00

Lead Custodian wages per hour will be increased from the above by the following:

High School	43¢
C.A.B.	48¢
ELC/Primary	60¢
Middle/Intermediate	67¢

\*\*Custodians who hold boiler's licenses as of July 1, 2003 shall receive an additional \$1.45 per hour. Custodians hired after July 1, 2006 shall not receive the additional amount.

All step increases will be based on years of employment of the employee.

A year will be granted when the employee works or is in pay status for at least 120 days between the period of July 1<sup>st</sup> and June 30<sup>th</sup> in accordance with past practice. •

All earned step raises will be effective on July 1<sup>st</sup> of each year.

Each employee's regular salary for the contract year will be paid in 26 equal biweekly installments with the exception of the payroll sequence provisions found under section 9.14

A longevity bonus will be paid to each member of the bargaining unit in the amount of \$300 at the conclusion of 20 or more years of service in the district. The bonus will be paid on a non-payroll check by July 31 of each year. Employees must still be employed with the district as of July 15 of the same year in order to be eligible.

An attendance bonus will be implemented as follows:

- 1) Each member will receive \$125.00 per quarter for using zero (0) sick days within that quarter.
- 2) 260 day employees are eligible for four (4) quarters and 9/10 month employees are eligible for three (3) quarters.
- 3) Quarters will begin on September 1 of each year. Any workdays in August will be counted toward the September quarter for 9/10 month employees. Any workdays in June will be counted toward the March quarter for 9/10 month employees.
- 4) The attendance bonus will be paid within thirty (30) calendar days from the end of the previous quarter on a non-payroll check.

## **9.2 RETIREMENT PICK-UP**

- A. The Board agrees to pick up (assume and pay contributions to the retirement system). Each employee's salary will be reduced by the amount of the pick-up.
- B. The Treasurer of the Green Local School District Board of Education shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to each employee. The amount contributed by the Board on behalf of the employee shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.
- C. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. That total annual salary shall be payable by the Board in two (2) parts: 1) deferred salary, and 2) cash salary. An employee's deferred salary shall be equal to that

percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deduction, to said employee.

- D. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- E. The Board shall compute and remit its employer contribution to SERS based on the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- F. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

### **9.3 OUT OF CLASSIFICATION PAY**

Any employee(s) working temporarily on a job paying a higher rate of pay than their normal job shall receive the higher rate for all hours/days worked in the position. This assignment must be approved by the Superintendent or designee in advance. If a Cook fills in for a Cook Manager, the employee shall receive an hourly stipend of \$0.50.

In the event a Lead Custodian is absent, the custodian in the building who substitutes for the Lead Custodian shall receive a stipend equal to one of the following hourly stipends for the length of the substitution:

High School	43¢
C.A.B.	48¢
ELC/Primary	60¢
Middle/Intermediate	67¢

## **9.4 CALAMITY DAYS**

On the days schools are closed due to inclement weather (only) employees who are so designated, or who are called to work, will be paid an extra day's pay or equivalent compensatory time off. Other custodians need not report to work, unless requested by the Administration under extreme conditions related to an unscheduled, unforeseen emergency.

## **9.5 OVERTIME PROCEDURE**

Any employee who is in pay status for either eight hours per day or 40 hours in any week shall receive his pay at time and one half for all hours worked over eight hours per day or 40 hours per week, or may receive compensatory time off to equal time and one half with the written approval of the Superintendent or designee.

No overtime shall be granted unless authorized by an administrator.

Overtime shall be offered within a building on a rotating basis from a building seniority list starting with the most senior employee in the classification. If no employee in the classification in the building accepts the overtime offer, the overtime will be offered on a rotating basis to employees in the classification employed in other buildings from a seniority list maintained by the Director of Operations/designee.

Cafeteria employees that work special events shall receive their pay for such event at time and one half for all hours worked during the banquet.

Accrual and use of compensatory time in lieu of overtime payment shall be limited to 64 hours per calendar year.

In order to request the use of accumulated compensatory time, eligible employees will prepare a request for comp time and submit it on the proper form to the Superintendent at least seven days before the date of the requested compensatory time.

Extra activities notice - Supervisors will notify custodians and/or cooks in their respective buildings of all extra activities requiring them to work beyond their regular work shift or on weekends.

Any employee called back to check a building as a result of an alarm drop or other emergency shall be paid a minimum of one hours pay at a time and one half their regular hourly rate.

## **9.6 UNIFORMS**

The Board will purchase five (5) tops and/or bottoms for all members of the bargaining unit each year. Each employee shall be required to wear uniforms while on duty on school grounds. The Board will seek input from the Union regarding uniforms. Three new aprons will be purchased annually for all cooks.

## **9.7 WORK SCHEDULE**

Employees who work shifts other than the day shift shall work the day shift on non-school days if the teaching staff is not required to report to their respective buildings for duty or Superintendent's approval on days teaching staff is present.

## **9.8 LOCK-UP RESPONSIBILITIES**

The supervisor will appoint lock-up responsibilities to one custodian scheduled until the end of the shift in each building as part of their job expectations. Custodians without additional compensation for having a boiler's license shall receive \$300 per year for these duties. Other custodians may be required to assume lock-up responsibilities on a temporary basis at no additional compensation.

## **9.9 BUILDING CHECK**

All day shift custodians are required to check their building on the weekends unless on vacation. In that case, the supervisor will appoint a custodian in that building to take their place for a Sunday check if no building activity occurs during the weekend.

Any employee who returns to check the building on the weekend and take alarm drops shall be paid a minimum of one hour pay at a time and one-half of the employee's regular hourly rate.

## **9.10 DIRECT DEPOSIT**

Direct deposit of paychecks for employees at their designated financial institution will be mandatory for all members of the bargaining unit. Each new employee shall provide a deposit slip upon hire. Failure to do so on a timely basis will authorize the Treasurer to hold any paychecks until the requirement is met. Employees will have their direct deposit stub e-mailed to them in place of the delivered stub, with the exception that those who do not work during the Summer may upon request have their deposit stubs mailed to their homes.

## **9.11 MILEAGE**

Mileage reimbursement shall be made at the IRS rate to any employee who must travel on school business. Requests for reimbursement must be made using the proper form, which may be submitted to the Treasurer's office at any time after mileage expense is incurred. Employees shall be reimbursed within 30 days after submitting the form.

## **9.12 TAX SHELTERED ANNUITY DEDUCTION**

The Board shall provide payroll deduction to a tax sheltered annuity plan for any employee that chooses this option. This option shall be subject to the procedures of the Treasurer of the Board concerning tax-sheltered annuities.

## **9.13 OPEN ENROLLMENT**

A Bargaining Unit member who resides outside the Green Local School District shall be guaranteed placement of all present and future children through open enrollment in the District.



This provision excludes the tuition charge for the pre-school program and for the additional tuition charge for full day kindergarten.

#### **9.14 PAYROLL SEQUENCE**

In the event where there are 27 pays scheduled for that year due to the calendar "creep", the Treasurer will implement a skip pay creep to take place over the course of four pay dates during the summer months. The Treasurer's office will supply the dates of the new pays by March 1 of the skip pay years to all employees.

#### **9.15 OAPSE/AFSCME PEOPLE**

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

### **ARTICLE 10 FRINGE BENEFITS AND PAYROLL DEDUCTION**

#### **10.1 INSURANCE BENEFITS**

1. Definition of Full-Time Employee for Insurance Purposes

A full time employee is defined as an employee contracted for 30 hours or more per week.

In order to be eligible for insurance, an employee must be contracted for at least 22 1/2 hours per week.

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

Coverage Overview: See Plan Booklet for more detailed coverage information

##### Medical

The Board will pay 90% of the premium and the employee will pay 10%.

2. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on March 15, 2004.

3. Preferred Provider – Doctors/Hospital

a. The parties agree that one or more preferred provider organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG)

health insurance program.

- b. The selection of the PPO(s), the types of benefits/programs, or any changes therein shall be mutually determined by the representative(s) of the COG and the Stark County OEA Office.

4. Preferred Provider – Prescription Drugs

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

- a. The program will be available to employees and their dependents who have “primary” coverage under the district’s insurance.
- b. The employee will pay the 20% co-payment to the provider, and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.
- e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

5. Well Baby Care: \$1,000

6. Diabetic Management Program: will be part of all PPO programs

7. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	\$100/individual \$200/family

Accumulation Period Calendar Year

Co-Insurance Provision

In System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative – Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy – shall be covered under the terms contained in the benefit booklet

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certificate – Under the Pre-Admission Certification/Concurrent Review Program, the doctor’s recommendation for non-emergency hospitalization is reviewed and “pre-certified” before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

## **10.2 LIFE:**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of thirty-three thousand dollars (\$33,000) for all employees.

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

## **10.3 DENTAL INSURANCE:**

The Board shall provide dental coverage and pay 90% of the premium.

Plan description (summary only):

1. Maximum benefits/covered person:  
Class I, II or III - \$2,500/person per year
2. Deductible – Individual \$25 per year
3. Deductible – Family \$75 per year
4. Co-insurance Amounts
  - a. Class I -  
Prevention 100% of Usual and Customary

(no deductible)

- b. Class II –  
Basic 80% of Usual and Customary
- c. Class III –  
Major 80% of Usual and Customary
- d. Class IV –  
Orthodontia 60% of Usual and Customary  
Lifetime maximum  
Orthodontia \$1,200 per individual

**10.4 SECTION 125 PLAN TAX SHELTER:**

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

**10.5 SEVERANCE PAY**

- A. An employee at Green Schools, upon resignation for retirement purposes from active service under the provisions of SERS, or upon death to his/her survivor, shall receive severance pay equal to one-third of his/her accumulated and unused sick leave to a maximum of 44 days. If the maximum number of days increases in the district's contract with the Green Education Association, then this maximum will increase to the same level.
- B. Such payment shall be based upon the daily rate of the employee at the time of retirement or death; provided, however, that the retirement be effective within one year of the last day of active service with Green Schools. An employee that has completed fifteen (15) years or more of employment in the Green Local School District may have up to three (3) years after the last day of active service with the Green Local School District to collect the severance pay.
- C. Full-time employees who retire, based on SERS eligibility requirements, during the school year with thirty-years or less of service and retire before June 30 of that school year shall receive a one-time lump sum payment of \$5,000 payable in June of the following year. Employees who wait to retire until after the 30<sup>th</sup> year will forfeit the opportunity to receive this payment. To be eligible for this lump-sum payment, the employee must turn in his/her resignation prior to June 1.
- D. Less than full-time employees who retire, based on SERS eligibility requirements, during the school year with thirty-years or less of service and retire before June 30 of that school year shall receive a one-time lump sum payment of \$2,500 payable in June of the following year. Employees who wait to retire until after the 30<sup>th</sup> year will forfeit the opportunity to receive this payment. To be eligible for this lump-sum payment, the employee must turn

in his/her resignation prior to June 1.

## **10.6 BCII/FBI BACKGROUND CHECKS**

The Board will conduct B.C.I.I. and F.B.I. criminal record checks in compliance with the requirements in State Law for all newly hired employees and current bargaining unit members. Any employees who are hired before the Board receives a B.C.I.I and F.B.I report shall be employed conditionally, and if a B.C.I.I report indicates that such an employee does not qualify for employment due to a disqualifying criminal conviction or guilty plea (i.e., that the employee has been convicted of or plead guilty to any of the offenses listed in O.R.C. 3319.39(B) or 3319.31(B)), the employee during his/her probationary period shall be released from employment without the necessity of proceedings to formally terminate such employee's contract of employment. The District shall have good cause to recommend the termination of any current bargaining unit members who are disqualified from their employment based on the offenses set forth in O.R.C. 3319.39(B) and 3319.31(B) when following a due process hearing, conviction of the disqualifying offenses is substantiated. A list of the offenses identified in O.R.C. 3319.39(B) and 3319.31(B) shall be available to bargaining unit members upon request.

Background checks must be completed every five years.

Each bargaining member will receive \$75.00 payable on a non-payroll check to cover the costs of said background checks and required trainings. These checks will be distributed by October 31 of each year with the following stipulations:

- a) The employee has a valid background check on file in the district and all trainings are completed by September 30<sup>th</sup>.
- b) The employee has completed at least sixty (60) workdays in the district by September 30 of that same year.
- c) The employee is still employed as of October 31 of that same year.

## **ARTICLE 11 INSERVICE**

One paid day per year of in-service shall be provided for all employees between July 1 and June 30. The in-service program will be mutually planned by a committee consisting of three OAPSE members and up to three members of the administration.

Employees who are asked to perform certain duties that require training or special skills will be given such training at Board expense and approval.

Employees shall attend quarterly Superintendent meetings. When meetings fall outside an employee's normal work schedule, the employee will be paid at his/her regular rate of pay for attendance at these meetings. An employee unable to attend a scheduled meeting outside his/her normal work schedule may be excused with prior notification to the Supervisor, but he/she will not be paid.

In-service meetings shall not exceed twenty (20) hours in a school year.

## **ARTICLE 12 OCCUPATIONAL SAFETY AND HEALTH**

### Notice of Violation

Before exercising his/her right under ORC 4167.06 (attached herein for reference as Appendix A), an employee shall contact his/her principal or immediate supervisor and review all existing facts. The employee has the right to OAPSE representation in connection with such review. The employee may be temporarily reassigned without regard to other provisions of this Agreement but shall suffer no loss or compensation as a result of the reassignment.

### Discrimination Claims

In the event an employee wishes to actually assert a claim of discrimination for having filed an occupational safety or health violation as defined in ORC 4167.13, the Superintendent shall have the right to meeting with OAPSE representatives in order to (1) review all existing facts and (2) determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.

### Internal Administrative Procedure

The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to ORC 4167.10 without first having met with the Superintendent to review all existing facts and possible corrective measures.

## **ARTICLE 13 UNION MEETINGS**

The Board agrees that the local union may conduct meetings at the school facilities as long as they do not interfere with other scheduled functions or regular work duties.

The Union shall notify the Board, in writing, of all scheduled meetings.

## **ARTICLE 14 LABOR MANAGEMENT COMMITTEE**

- A. A Labor Management Committee shall be established. The Committee shall include up to five (5) representatives for the OAPSE Local #274 and up to five (5) representatives for the Board of Education. The Committee shall meet when issues of mutual interest or concerns arise.
- B. The Labor Management Committee will have the authority to discuss, initiate, or delete issues or trial programs pertaining to this Negotiated Agreement but not addressed in the Agreement. It will also evaluate school reform issues which may be legislated into effect during the term of this Agreement. Timelines will be established on issues and programs not to exceed the length of this current contract.
- C. All issues or programs agreed upon by the Labor Management Committee will then become agenda items at the end of the Contract and are final when ratified by

Superintendent and Board authority.

**ARTICLE 15 LEGAL PROCEEDINGS**

Upon the effective date of this contract, both parties agree to drop all outstanding lawsuits and unfair labor practices filed upon each other.

**ARTICLE 16 SEPARABILITY**

If any clause, sentence paragraph or part of this agreement, or application thereof, to any person or circumstance, shall, for any reason be adjudicated by a court of competent jurisdiction or other agency to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement, and the application of such provision to other provisions, persons or circumstances, but shall be confined in its application to clause, sentence, paragraph, or part thereof, directly involved in the decision which judgment shall have been rendered and to the person or circumstance involved. The remainder of this agreement shall remain in full force and effect for its term.

**ARTICLE 17 ACKNOWLEDGEMENT**

The Board and the Union acknowledge that during the negotiations which proceeded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining as defined by Section 4117 of the Ohio Revised Code and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

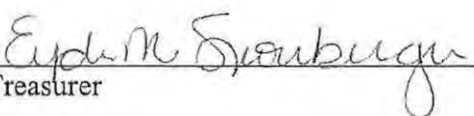
**ARTICLE 18 EFFECTIVE DATES OF CONTRACT**

The Articles of this Agreement shall become effective from July 1, 2020 and expires on June 30, 2022

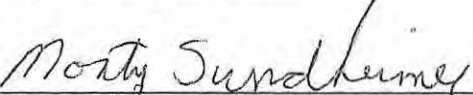
Representing the Board of Education


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

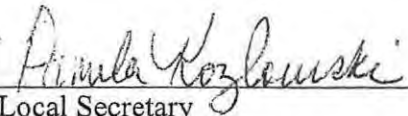
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

Representing the Union

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Local President

  
\_\_\_\_\_  
Local Secretary




**CERTIFICATE**

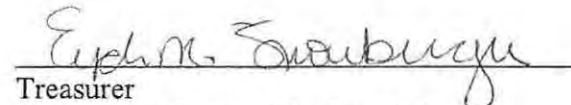
The undersigned, Treasurer of the Board of Education of the Green Local School District, Ohio, certified that the money required to meet the obligations of the Board during the term of the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Green Local School District, Ohio, and the Superintendent of Schools of the Green Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, and 5705.412 and 5705.44 of the Revised Code.

Dated: June 29, 2020

  
\_\_\_\_\_  
Board President  
Green Local School District, Ohio

  
\_\_\_\_\_  
Treasurer  
Green Local School District, Ohio