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## **NEGOTIATED AGREEMENT**

**Between The**

**SCIOTO VALLEY LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**And The**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME/AFL-CIO  
AND ITS LOCAL #013**

**July 1, 2021 - June 30, 2024**

**TABLE OF CONTENTS**

	<u>PAGE</u>
PROCEDURES FOR CONDUCTING NEGOTIATIONS.....	1
ARTICLE 1 - INTENT AND PURPOSE.....	4
ARTICLE 2 - RECOGNITION.....	4
ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION AND COERCION.....	5
ARTICLE 4 - MANAGEMENT RIGHTS.....	6
ARTICLE 5 - SEVERABILITY.....	7
ARTICLE 6 - NO STRIKE/NO LOCKOUT.....	7
ARTICLE 7 - UNION SECURITY.....	7
ARTICLE 8 - GRIEVANCE PROCEDURE.....	9
ARTICLE 9 - DISCIPLINE.....	13
ARTICLE 10 - EMPLOYER/EMPLOYEE RELATIONS COMMITTEE.....	14
ARTICLE 11 - SAFETY.....	14
ARTICLE 12 - LEAVES AND LEAVES OF ABSENCE.....	15
ARTICLE 13 - PERSONAL DAYS.....	21
ARTICLE 14 - LAYOFF AND RECALL.....	23
ARTICLE 15 - BID PROCEDURE.....	25
ARTICLE 16 - SPECIAL QUALIFICATIONS.....	28
ARTICLE 17 - EMPLOYEE EVALUATION.....	28
ARTICLE 18 - HOURS WORKED AND OVERTIME.....	29
ARTICLE 19 - CALAMITY DAY.....	31
ARTICLE 20 - BUS ROUTES.....	32

	<u>PAGE</u>
ARTICLE 21 - EXTRA TRIPS .....	34
ARTICLE 22 - CONTRACTING AND BARGAINING UNIT WORK.....	35
ARTICLE 23 - VACATIONS .....	36
ARTICLE 24 - HOLIDAYS.....	37
ARTICLE 25 - TRAVEL ALLOWANCE .....	38
ARTICLE 26 - INSURANCE .....	38
ARTICLE 27 - WAGES .....	40
ARTICLE 28 - MISCELLANEOUS .....	44
ARTICLE 29 - S.E.R.S. PICK-UP .....	47
ARTICLE 30 - DURATION .....	47

## **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **SECTION 1 - NEGOTIATION TERMS**

The Board or the designated representative of the Board will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The total membership of each negotiation team shall not exceed seven (7), including any consultant the party may wish to include. The Association team may include one member from each classification. Alternates may be selected and a total of three (3) may observe, but shall not be a member of the team except to fill the absence of a team member. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Association and the adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

### **SECTION 2**

Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

The expense of such consultants shall be borne by the party requesting or hiring teams.

Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by both the Board and the Association.

### **SECTION 3 - EXCHANGE OF INFORMATION**

Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

### **SECTION 4 - REQUEST FOR MEETING**

Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such requests shall be made seventy-five (75) days prior to contract termination date. All days referred to in this Section shall be workdays.

### **SECTION 5 - SUBMISSION OF ISSUES**

All issues for negotiations shall be submitted by both parties at the first meeting. No

additional issues shall be submitted by either party following the designated meeting, unless agreed by both parties.

### **SECTION 6 - MEETING PLACES**

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings, shall be agreed upon at the beginning of each session. All meetings shall be held in private and shall not be open to the public or others who are not members of either party's bargaining committee.

### **SECTION 7 - CAUCUS**

Upon request of either party, the negotiations shall be recessed to permit the requesting party a period of time to caucus.

### **SECTION 8 - NEWS RELEASES**

The parties shall not be permitted to distribute news releases either during negotiations or at the conclusion of negotiations unless a copy of such release is given to the other party prior to the distribution, and there is mutual agreement to make the release.

### **SECTION 9 - PROTOCOL**

No action to coerce, censure or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented because of such person's participation in negotiations. Both sides agree to conduct themselves in a professional and non-personal manner.

### **SECTION 10 - ITEM AGREEMENT**

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

### **SECTION 11 - AGREEMENT**

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for their consideration and action.

## **SECTION 12 - INTENT TO RECOMMEND**

Prior to the negotiated agreement being presented to the Association and the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

## **SECTION 13 - DISAGREEMENT**

- A. In the event an agreement is not reached by negotiations after full consideration of the proposals and counterproposal, either of the parties shall have the option of declaring impasse.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties has solidified, and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached by the parties.
- D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- E. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- F. The mediator has no authority to recommend or to bind either party to any agreement.

## **ARTICLE 1 - INTENT AND PURPOSE**

### **SECTION 1.1**

This Agreement, entered into by the Board of Education of the Scioto Valley Local School District, Piketon, Ohio, hereinafter referred to as the “Board” and its agents and the Ohio Association of Public School Employees, Local 13, hereinafter referred to as the “Union,” has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To set forth the following conditions: wages, hours, benefits, terms, or conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement with the intention of reaching an agreement.
- D. To ensure the right of every employee to fair and impartial treatment.

## **ARTICLE 2 - RECOGNITION**

### **SECTION 2.1**

The Board of Education of the Scioto Valley Local Schools hereby recognizes the Ohio Association of Public School Employees, Local 13, as the sole and exclusive bargaining representative for all employees now employed in the following described unit.

### **SECTION 2.2**

- A. Custodians
- B. Bus Drivers
- C. Head Cooks
- D. Cooks
- E. Aides
- F. Secretaries

### **SECTION 2.3**

For the purpose of this Agreement, the following are excluded from the bargaining unit:

- A. Maintenance Technician
- B. Superintendent’s Secretary, Assistant Superintendent Secretary, Assistant to Treasurer

- C. Administrative Assistant
- D. Treasurer of the Board of Education
- E. Coordinator of Transportation
- F. All substitutes
- G. Technology Coordinator

#### **SECTION 2.4**

Any newly created positions or classifications shall be discussed between the Board and the Union to determine whether or not they belong in the bargaining unit. Should the Board and the Union be unable to agree, the matter shall be submitted to SERB for their final determination.

### **ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION AND COERCION**

#### **SECTION 3.1**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color religion, handicap or national origin.

#### **SECTION 3.2**

The Board agrees not to interfere with the right of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Board or any Board representative against any employee because of Union membership or because of any legal employee activity on behalf of the Union.

#### **SECTION 3.3**

The Union agrees not to interfere with the rights of employees not to become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

#### **SECTION 3.4**

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.



## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **SECTION 4.1**

The Board possesses sole right to operate the school district and all management rights repose in it. The Board's exclusive rights shall include, but shall not be limited to, the following which are not modified by the express terms of this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structures;
- B. Direct, supervise, evaluate, hire, or layoff employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Determine the size and adequacy of the work force;
- G. Determine the mission of the Board as a governmental unit;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Board as a governmental unit.

### **SECTION 4.2**

The Union recognizes and accepts that all rights and responsibilities of the Board not specifically modified by the Agreement or ensuing agreements shall remain the function of the Board.

## **ARTICLE 5 - SEVERABILITY**

### **SECTION 5.1**

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be unlawful, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

### **SECTION 5.2**

The parties agree that, should any provision of this Agreement be found to be invalid, they will schedule meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

## **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

### **SECTION 6.1**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the Scioto Valley School District. Therefore, for the duration of this Agreement:

- A. The Union agrees that neither it, its officers, agents or representatives or members will authorize instigate, cause, aid, condone or participate in any strike work stoppage, work slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its member or other employees of the Employer. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code.
- B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of members of the Union.

## **ARTICLE 7 - UNION SECURITY**

### **SECTION 7.1**

The Board agrees to deduct the Association dues from the pay of the employees requesting that

such deductions be made.

## **SECTION 7.2**

Payroll deduction shall be continuous unless membership is withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE Membership Dues Authorization Agreement signed by the employee. Authorization for Association dues deductions shall continue to be in effect from year to year. The Association and its members will hold harmless the Board and its members for any finding made against and indemnify the Board for any deduction made within this Article. Deductions shall be made in twenty-six (26) equal payments over a twelve (12) month period. Those employees who are newly hired shall be given the opportunity to commence dues deduction effective their employment date and deductions shall be in equal payments. The amounts of dues to be deducted for the Association shall be filed by letter if the amount has changed from the previous year.

The Board Treasurer shall submit deductions directly to the OAPSE State Office within ten (10) days after the deductions are made, together with a list showing the names of employees and the amount deducted.

## **SECTION 7.3**

Individuals in the bargaining unit may either make payment directly to the Association or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization Form delivered to the School Board. Individuals in the bargaining unit who choose not to authorize payroll deductions shall pay the dues to the Association in a lump sum payment as follows:

- A. Existing employees shall make lump sum payment to the Association on or before September 30 of each year.
- B. Individuals in the bargaining unit hired during the effective or the amended terms of this Agreement, shall, within thirty (30) days of employment, pay to the Association the dues calculated on a pro rata basis from date of employment through August 31; thereafter, such individuals shall make the lump sum payment as existing employees on or before September 30 each year if such employees do not authorize payroll deduction.

## **SECTION 7.4**

The employee agrees that the employee's signature on this contract constitutes authorization to the Treasurer of the Board to checkoff the dues from the employee's wages and salary during term of employment. The employee reserves the right to revoke such authorization by giving written

notice of revocation to the Treasurer of the Board and the exclusive bargaining representative.

### **SECTION 7.5**

The Board shall allow employees to submit a written authorization to have deductions made to their wages for PEOPLE. The Board will not be required to allow such deductions unless at least five (5) employees maintain authorizations for the deduction. The authorization may be revoked by the employee at any time by giving written notice to the Treasurer and the Union. The Treasurer shall submit the deductions promptly together with a list showing the names of employees and the amounts deducted.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **SECTION 8.1 - GRIEVANCE POLICY**

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure by reason of such initiation or participation.

### **SECTION 8.2 - PURPOSE AND OBJECTIVES**

The primary purpose of this procedure shall be to obtain, at the lowest level of administration and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Union agree that the grievance proceedings shall be handled in a confidential manner.

### **SECTION 8.3 - GRIEVANCE DEFINED**

- A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written Agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to.
- B. A grievant shall mean a person, group or Union alleging that some violation, misinterpretation or misapplication of the above has actually occurred. A grievance alleged to be a group grievance shall have arisen out of identical circumstances affecting each member of said group. Any grievance filed on behalf of the Union must be signed and processed by an employee of the Board.

## **SECTION 8.4 - GENERAL PROVISIONS**

- A. An individual grievance shall be initiated by the person so aggrieved.
- B. A group grievance may be initiated by the Union or any affected employee for an alleged violation that affects two (2) or more employees within the bargaining unit. A group grievance, initiated by an employee, must be signed by a majority of the affected members of the group.
- C. All alleged violations must be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. The date and time of the informal discussion shall be documented and signed by all parties involved in said discussion.
- D. A grievance shall be reduced to writing and include:
  - 1. The provision of the Contract violated, misapplied or misinterpreted.
  - 2. A statement of the fact concerning the alleged violation.
  - 3. Relief sought.
  - 4. Date of initiating procedure.
- E. The grievant and the Board of Education may be represented by counsel of their choice at Levels 2 and 3 on behalf of themselves or their agents.

### **Level 1 - Administration**

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within ten (10) working days of becoming aware, or should have become aware upon the exercise of reasonable diligence, of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the Administrator within five (5) working days of the filing of the grievance. Either the aggrieved or the Administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) working days of the meeting, the Administrator shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

## **Level 2 - Superintendent**

If the aggrieved is not satisfied with the suggestion for resolution received in Level 1, he may, within five (5) working days of receipt of such written response, submit his written grievance to the Superintendent or his designee and request a meeting to discuss the grievance. The meeting shall be conducted in a manner as state in Level 1. Within five (5) working days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

## **Level 3 - Mediation**

If the aggrieved is not satisfied with the resolution suggested at Level 2, he/she may request grievance mediation within five (5) work days of receipt of a written response from the Superintendent. If the parties agree on mediation, they will utilize the assistance of a Federal Mediation and Conciliation Services mediator.

## **Level 4 - Arbitration**

If a satisfactory disposition of a grievance involving the alleged violation, misinterpretation or misapplication of the written Agreement entered into between the Board of Education and the recognized employee association is not made as a result of the procedure provided for in Level 2 or 3, the Union shall have the right to appeal the dispute to an impartial arbitrator under, and in accordance with, the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the meeting provided in Level 2 by filing a notice with the "State of Grievance" attached thereto with the American Arbitration Association, and a copy of the notice served on the Administration's representative.

## **SECTION 8.5 - POWER OF THE ARBITRATOR**

- A. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after a hearing to make a decision in case of alleged violations outlined in this Article.
- B. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- C. He shall have no power to establish salary schedules or change salary schedules.
- D. He shall have no power to decide any question which, under this Agreement, solely within the responsibility of management to decide. In rendering decisions an arbitrator shall give

due regard to the responsibility of management except as they may be conditioned by this Agreement.

- E. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Union, with a notification to the Administration without decision or recommendation on its merits.
- F. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance, and on the administration and the Board.
- G. The fees and expenses of the arbitrator shall be paid by the losing party as determined by the Arbitrator. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that such hearing is during a witness's regular hours of employment.

#### **SECTION 8.6 - GRIEVANCE FORMS**

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties of this Agreement. Such forms must provide for designation of the provision of this Agreement or work rule allegedly violated and shall state the contention of the employee, and shall indicate the relief requested.
- B. Any grievance not advanced to the next level by the Union within the time limit in that level shall be deemed resolved by the administration's last answer.
- C. Any grievance not answered by the administration within the time limit in that level shall advance the grievance to the next level in this procedure.
- D. Time limits may be extended by the administration and the Union in writing, then, the new date shall prevail.
- E. The grievance form shall be made available to any employee requesting such, either through his supervisor or Union representative.

## **ARTICLE 9 - DISCIPLINE**

### **SECTION 9.1**

Employees shall not be disciplined except for just cause.

Except where circumstances exist that require immediate action, no disciplinary action demoting or suspending without pay shall be taken without first having a hearing. The employee shall be given a written statement containing charges and the time and place of the hearing. The written statement shall notify the employee of his right to a representative of his choice at such hearing. The employee must sign the statement, acknowledging receipt of the statement and the date received.

### **SECTION 9.2**

All documentation of oral or written disciplinary actions shall be removed from employee's file after two (2) years of active employment provided no penalty greater than a documented oral reprimand has occurred in the two (2) year period. All documentation of suspensions shall be removed from employee's file after three (3) years of active employment provided no penalty greater than a documented oral reprimand has occurred in the three (3) year period. Employees are entitled to Union representation at any disciplinary hearing. All discipline shall be issued in private.

### **SECTION 9.3**

The employee's personnel file shall be available, during regular office hours, for inspection upon request from such employee. Said employee shall not be permitted to remove any document or record from said file, but shall be provided copies of any materials contained therein upon payment of costs of reproduction.

### **SECTION 9.4**

Disciplinary actions include oral and written reprimands, suspensions, and dismissals. All discipline is subject to the grievance procedure but only suspensions and terminations may be appealed to the arbitration step.

### **SECTION 9.5**

Disciplinary action shall be initiated within thirty (30) work days of the date the employer becomes aware of (or reasonably should have become aware of) the act causing the discipline.



## **ARTICLE 10 - EMPLOYER/EMPLOYEE RELATIONS COMMITTEE**

In the interest of sound labor-management relations, the Board and/or its designee may meet with three (3) representatives of the Union to discuss potential problems and promote a more harmonious labor-management relationship. These meetings shall be convened at mutually agreeable times upon the request of either the Association President or the Superintendent.

Each party shall furnish an agenda at least five (5) working days in advance of the scheduled meeting and a list of the matters to be taken up in the meeting, and the names of those representatives who will attending. The purpose of such meeting shall include, but is not limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Board which affect the bargaining unit members of the Union.
- C. Disseminate general information to the parties.
- D. Discuss ways to improve the delivery of education services.
- E. To consider and discuss health and safety matters relating to employees.
- F. Such meetings will be held at a mutually agreed upon time.

It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 11 - SAFETY**

### **SECTION 11.1**

Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all existing facts.

### **SECTION 11.2**

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations internally. Accordingly, neither the Association nor an employee may file a

complaint alleging a safety or health violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the above process has been completely exhausted.

## **ARTICLE 12 - LEAVES AND LEAVES OF ABSENCE**

### **SECTION 12.1 - LEAVE WITHOUT PAY**

Employees may be granted the following types of unpaid leave of absence:

A. **Disability Leave**

A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights, and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of his/her position by a licensed physician designated by the Board.

It is the employee's responsibility to request a disability leave in writing and such leave is not granted automatically when the employee's sick leave has expired. For employees on an approved disability leave of absence, the Board agrees to continue to pay, to the extent it pays for employees, the cost of health insurance benefits during the term of the approved leave. All time on approved disability leave shall be treated as Family and Medical Act Leave for all eligible employees.

B. **Educational Leave**

An educational leave may be granted at the discretion of the Board for a maximum of two (2) years for purposes of education, training or specialized experience which would be of benefit to the Scioto Valley Local School District, via improved performance at any level; or for voluntary service in any governmental-sponsored program of public betterment.

C. **Childbirth and Parental Leave**

Any employee may use accumulated sick leave or vacation leave for absence because of pregnancy/childbirth or adoption. The employee will be eligible for sick leave or vacation

leave for maternity purposes for six (6) weeks. If a pregnancy-related disability extends beyond those periods of times, the employee may use her accumulated sick leave or vacation leave for such absence upon the Superintendent's receipt of satisfactory medical evidence of the employee's disability.

If an employee has insufficient sick leave or vacation leave to cover the periods of time specified above, the Superintendent, upon the employee's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the employee's disability.

D. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave:

- i) Because of the birth or to care for a newborn or recently adopted son or daughter;
  - ii) For placement of a son or daughter with the bargaining unit member for adoption or foster care;
  - iii) To care for a seriously ill spouse, child or parent; or
  - iv) Because of their own serious health condition.
1. Bargaining unit members must give the Superintendent or his designee at least a thirty (30) day notice, when the need for leave is foreseeable, or as much notice as is practicable if the need for leave is not foreseeable 30 days in advance.
  2. Bargaining unit members may be required to use their accumulated paid sick leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination). The employee shall not be required to use vacation leave or personal days prior to unpaid leave.
  3. Medical certification may be required to substantiate leave for the reasons stated in iii) and iv) above with the Board having the option of requiring second opinions at the Board expense.
    - a. A statement from a doctor on Department of Labor approved form, or
    - b. a statement from a health care provider who furnished or is furnishing treatment on the Department of Labor approved form.

E. Personal Leave

The Superintendent may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

F. Authorization for Leave

The authorization of leave of absence without pay is a matter of administrative discretion.

The Board shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave Form.

G. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor. The parties agree to maintain the language in this Section with the understanding that an employee who is not working and receiving Workers' Compensation is regarded as being on an unpaid leave of absence for purposes of this Section.

H. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

I. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. Upon the return of the employee from such leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave. An employee may contact the Board prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article.

## **SECTION 12.2 - LEAVE WITH PAY**

Employees may be granted the following types of paid leave of absence:

### A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper county form, or turned over to the Board of Education, unless such duty is performed totally outside of normal working hours.

The Employer will honor any subpoena issued to the employee, including those for Workers' Compensation, Unemployment Compensation, and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matter such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

### B. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Board an order statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in paragraph one above, will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

### C. Association Leave

1. The President of the Association, Grievance Committee, Safety Committee, or any affected employee, shall be provided time during the school day to conduct business

with or concerning the Board or its designees, with the approval of their supervisor, so long as it does not interfere with the operational needs of the School District.

2. Conference and Conventions. The Board shall authorize no more than two (2) elected delegates of OAPSE Local 13 in addition to members of the OAPSE Executive Board, members of OAPSE State Committees, and OAPSE District Offices, leave of no more than three (3) days to attend the OAPSE Annual Conference with continuity of salary. The Board shall not pay any expenses of the delegates for such leave. The number of such employees shall be limited to a total of four (4) at any one time.

D. Assault Leave

1. Assault leave shall be provided to members of the bargaining unit who are absent due to a physical or mental injury resulting from an assault which occurs within the scope and during the course of the member's employment with the Board. Such leave shall be with pay for a maximum of fifty (50) days per injury and shall not be charged against sick leave accumulated by an employee.
2. In order to be eligible to receive Assault Leave, the injured member must provide a written statement from a physician describing the nature and extent of the physical or mental injury and the period of time that the employee must be absent from work.
3. An employee shall be entitled to accumulate sick leave while on an approved assault leave.
4. Upon approval of assault leave, any sick leave used by an employee during the process of approval for assault leave shall be re-credited to his/her sick leave accrual.

E. Sick Leave

1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each under the contract, which shall be credited at the rate of one and one-fourth (1.25) days per month to a maximum accumulation of two hundred twenty (220) days. On September 15<sup>th</sup> of each school year, classified employees who have accumulated less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for

absence due to illness, injury or death in the employee's immediate family. Unused sick leave shall be accumulative for the period of time that an employee works for the Board of Education.

3. Any accumulated sick leave of a person separated from any other public service shall be transferable.
4. Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the pro-rated amount of the full-time employee.
5. Sick leave will only be granted upon submission of a written, signed statement justifying the use of sick leave on a form prescribed by the Board. Failure to submit the form within ten (10) calendar days of returning to work will cause the employee to be ineligible for paid sick leave for the period in question.
6. Immediate family shall be defined as spouse, parents, children, brother, sister, in-laws, grandparents, or others who have assumed a similar position to the employee regardless of residence.
7. During the term of this Agreement, if any employee or group of employees of the Scioto Valley Local Board of Education is granted an increase in the maximum number of sick leave days accumulated, then this contract shall be amended to show the increase effective the date the increase is granted.
8. Members of the bargaining unit will be allowed to donate and transfer a maximum of three (3) days accumulated sick leave to a member or members who have exhausted their sick leave due to a catastrophic illness. Catastrophic, for purposes of this Article, shall mean an individual suffering a terminal illness, an individual who has an extended hospital stay of six months or more, or any other situation mutually agreed upon by the Association President and Superintendent. A designee of the Local President shall be responsible for presenting to the Treasurer, properly signed forms transferring sick leave. In the event all transferred days are not used, the Treasurer shall return unused forms to the President of Local 13. Those forms shall be submitted to the Treasurer in groups of no less than twenty (20) at a time.
9. Employees absent five (5) days or more in one calendar month must have a doctor's statement. The Superintendent may require a doctor's examination at Board's expense to justify an employee's use of sick leave or his ability to return.

10. Sick leave shall be taken in ¼, ½, or full day increments. However, bus drivers are not eligible to take sick leave in ¼ day increments.

F. Sick Leave Retirement

Upon retirement, bargaining unit employees shall receive one-fourth (1/4) of their total accumulation of sick leave not to exceed two hundred and forty (240) days. Application for severance pay must be made at least sixty (60) days prior to the employee's last day of employment.

G. Funeral Leave

1. An employee shall be entitled to up to three (3) working days of paid funeral leave not chargeable to sick leave, to be used in the event of a death in the employee's immediate family.
2. For the purpose of the section, immediate family shall be defined the same as in Article 12.2 (E)(6).
3. Funeral leave must be taken at the time of the death in the employee's immediate family.

H. Professional Training Leave

Bus drivers and employees who substitute as bus drivers shall be compensated for classroom training required for driver recertification.

- I. An employee on educational or unpaid personal leave of absence must notify the Board in writing by March 1 of his or her intent to return to work the next school year or a similar position if the employee's position no longer exists. Failure of the employee to provide such notification is considered a resignation by the employee.

**ARTICLE 13 - PERSONAL DAYS**

**SECTION 13.1**

All employees shall be granted three (3) personal days per year, not accumulative from year to year. If an employee does not use all of his/her personal leave, then the employee may have the unused personal leave days converted into sick leave days or they may choose to be paid their daily rate of pay for each unused personal leave day.



### **SECTION 13.2**

The use of personal leave shall be granted upon request of the Superintendent forty-eight (48) hours in advance. Requests may be denied if substitutes are not available for coverage.

### **SECTION 13.3**

In cases of emergencies, the forty-eight (48) hour notice may be waived by the Superintendent.

### **SECTION 13.4**

It shall be the responsibility of the employee to notify Administration of the need for personal leave as early as possible in advance.

### **SECTION 13.5**

Personal days may be granted in one-half ( ½ ) day increments.

### **SECTION 13.6**

No personal days shall be granted for the last five (5) days of the school year.

### **SECTION 13.7**

In order to be eligible for paid leave, employees must submit their leave forms before the end of the pay period immediately following their leave. Failure to submit the form in a timely manner will cause the employee to lose pay for the days until their leave form has been submitted. After the leave forms have been turned in, the employee will be paid for the day(s) the next pay period.

### **SECTION 13.8**

This section shall not apply to secondary positions. Bargaining unit members who do not utilize any sick leave or personal leave during the period beginning July 1<sup>st</sup> and ending December 31<sup>st</sup> shall be entitled to an attendance incentive payment of \$200. Bargaining unit members who do not utilize any sick leave or personal leave during the period beginning January 1<sup>st</sup> and ending June 30<sup>th</sup> shall be entitled to an attendance incentive payment of \$200.

## **ARTICLE 14 - LAYOFF AND RECALL**

### **SECTION 14.1**

If it becomes necessary to suspend the contracts of employees in a job classification due to abolishment of positions, reorganization, lack of funds, lack of work, or consolidation of schools, the following procedure shall govern such layoff.

### **SECTION 14.2**

The Board of Education shall attempt to keep the number of people affected by the reduction in force to a minimum by not employing replacements for employees who resign, retire or otherwise vacate a position within the job classification affected.

### **SECTION 14.3**

Whenever it becomes necessary to lay off employees by reasons as stated above, employees shall be laid off according to seniority within the job classification affected, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration shall determine which employee shall be laid off first according to the minutes of the Board Meeting from the most recent date hired by the Board.

### **SECTION 14.4**

The following job classification shall be used for the purpose of defining classification seniority in the event of layoff:

- |                |                |
|----------------|----------------|
| A. Custodians  | D. Aides       |
| B. Bus Drivers | E. Secretaries |
| C. Cooks       |                |

### **SECTION 14.5**

The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

## **SECTION 14.6**

Fourteen (14) days prior to the effective date of layoff, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority, dates, classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given written notice of the layoff.

Each notice of layoff shall state the following:

- A. Reasons for the layoff or reduction.
- B. The effective date of layoff.
- C. A statement advising the employee of their rights of reinstatement from the layoff.

## **SECTION 14.7**

For each classification in which the layoff occurs, the Board shall prepare a reinstatement list. The list shall place, in reverse order of layoff, the names of laid off employees. Reinstatement shall be made from this list, in reverse order of layoff, before any employees are hired in the affected classification.

## **SECTION 14.8**

Vacancies which occur in the classification of layoffs shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement in writing shall be removed from the reinstatement list. If such employee refuses to decline in writing, the date of such refusal shall be noted and the employee's name removed from the reinstatement list. No person new to the system shall be hired for any position for which an employee on such list is qualified.

## **SECTION 14.9**

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and notice of reinstatement shall be made by certified mail.

#### **SECTION 14.10**

Employees who are laid off in a particular classification and who have at least one year (120 days) of employment experience with the Board in another classification shall be permitted to bump into that classification if their district seniority is greater than the least senior person within that classification and shall be able to maintain his/her previous seniority within that classification. Employees who are laid off and who have at least one year (120 days) of employment experience with the Board in more than one other classification shall exercise bumping rights into the classification that has the least senior employee. The employee exercising bumping rights would fill the position of the least senior person they bumped, regardless of duties, hours or shift, provided the employee meets minimum requirements for the position.

### **ARTICLE 15 - BID PROCEDURE**

#### **SECTION 15.1**

As hereinafter provided, seniority shall apply in the event of appointments made by the Board of Education to vacant positions within the bargaining unit.

#### **SECTION 15.2**

Overall seniority shall be defined as the length of service by an employee as computed from the most recent date of hire in the Scioto Valley School District. Classification seniority shall be defined as the length of service by an employee as computed from the most recent successful date of bid. The Board shall provide, upon request, a current seniority list to the Union by October 1<sup>st</sup> of each year. The list shall contain the employees' dates of hire, classifications, and hourly rates of pay.

#### **SECTION 15.3**

Vacant positions shall be defined as an existing job or newly created job for which there is no permanent employee.

#### **SECTION 15.4**

When the Board determines that a vacancy will be filled, this bid procedure shall apply to all vacant jobs, existing or newly created, including all vacant bus routes.

## **SECTION 15.5**

All work locations shall be posted for a period of five (5) days with a notice indicating any vacant positions (a day shall be defined as a work day excluding Saturdays, Sundays and holidays) and also a notice of all such vacant positions given to the OAPSE President. All postings shall include the following information: position, building or route area, hours of work, number of workdays per year, and last day to apply for the position.

Bus driver postings shall include: route area, initial pick-up and last drop-off times, and approximate number of students on the bus. Information contained in the posting is merely to afford the employees with information concerning the position at the time of the posting. The route may change subject to Section 20.8.

When a driver bids on a different route, the Board will not arbitrarily or capriciously require the driver to drive a different bus.

## **SECTION 15.6**

Appointments to vacancies shall be made on the basis of the highest seniority of those qualified persons bidding.

- A. The vacant position shall be first offered to the employees within the department of classification of the position.
- B. If the position is not filled by an employee within the vacant classification or position, it then shall be offered to the next qualified employee with the highest seniority date within the bargaining unit.
- C. Secretarial positions shall be filled based on qualifications as listed on the job description, education, and experience. Applicants shall be required to pass a skill assessment test to be deemed qualified. Seniority shall be the determining factor when the criteria listed in this Section (C) are deemed equal.
- D. If no bargaining unit employee bids on a vacant position and the Board elects to fill the position from outside the bargaining unit, the Board will fill the position no later than the second regular meeting after the close of the posting period. This time period may be extended by mutual agreement of the Board and the Union.
- E. Bargaining unit employees bidding into new classifications shall have five (5) working days to return their previous position without loss of seniority in that position.

## **SECTION 15.7**

This bid procedure applies only to classified positions within the bargaining unit. The Board and the Union may, by mutual agreement, schedule a one-day bid session. If the parties agree to a one-day bid session, the Board will post all open positions at least five workdays prior to the bid session.

## **SECTION 15.8**

The Board of Education retains the authority to reassign the employee to his or her former position within ninety (90) days if the employee is unable to successfully perform the duties of the new assignment. If the Board exercises this right, it may either rebid the position or fill it with an employee who bid on the position when it was initially bid.

## **SECTION 15.9 - SECONDARY CLASSIFIED POSITIONS**

An employee whose regular scheduled position is less than an eight (8) hour per day position may be eligible for a secondary position in another classification.

## **GUIDELINES**

1. The combined hours of the primary and secondary positions may not ordinarily be regularly scheduled for more than forty (40) hours per week. If all bids received for the secondary positions would cause employees to work more than forty (40) hours per week, the most senior qualified employee who would work the least number of overtime hours will be selected for the position.
2. To keep his/her Board paid benefits, an employee who is hired for a secondary position must retain his/her primary contract position with the Board.
3. The Employer shall utilize a rotation roster for the purposes of filling extra trips. Employees who hold secondary positions shall be on the same rotation list as all other drivers and shall have the option of taking extra bus trips during their scheduled work hours in their secondary positions.
4. An employee employed in a secondary position will have sick leave deducted on an hourly basis if absent from work for a reason set forth in Section 12.2(E). If an employee's secondary position is abolished, the employee's accrued but unused secondary position sick leave shall be converted and credited to the employee's primary position sick leave balance. The conversion of secondary position sick leave to primary

position sick leave shall be determined by multiplying the secondary position sick leave hours by the secondary rate of pay and then dividing the product by the primary position's rate of pay.

## **POSITIONS**

All part-time secondary positions will be offered to current qualified employees first before they are offered to non-employees. The Employer shall determine whom to employ in secondary positions.

Bargaining unit employees awarded secondary positions shall be paid at Step 1 of the Classification for the secondary position unless the bargaining unit employee held a secondary position on July 1, 2017 and did not voluntarily resign from the secondary position.

Bargaining unit employees shall not have a reduction in hours now being worked to avoid the payment of insurance by the Board.

## **ARTICLE 16 - SPECIAL QUALIFICATIONS**

### **SECTION 16.1**

Upon a determination by the Employer that a bargaining unit position requires the addition of special qualifications, the Superintendent will allow current employees in the position to demonstrate that he/she is able to perform the special qualifications. Employees will be permitted four (4) months to demonstrate their ability to perform the special qualification

## **ARTICLE 17 - EMPLOYEE EVALUATION**

### **SECTION 17.1**

All employees shall be subject to a probationary period when they are hired. All classifications shall have a 12-month probationary period. If the Board retains an employee beyond his/her probationary period, the employee may be disciplined or terminated for just cause. During the term of the probationary period, an employee shall be regarded as an at-will employee and the just cause standard shall not apply. Upon completion of the probationary period, the employee's seniority date shall be made retroactive to his/her date of hire. This Article expressly overrides R.C. 3319.081(C). Bus drivers may not bid on a non-bus driver position until he/she has completed 18 months of employment.

## **SECTION 17.2**

A written evaluation of an employee's work performance will be made during the probationary period. Nonprobationary employees shall generally be evaluated at least once every three (3) years. The evaluations shall be discussed with the employee and initialed by the employee prior to being placed in his file. A copy of this evaluation shall be given to the employee.

## **SECTION 17.3**

An employee may comment, in writing, on any matter contained in said evaluation.

## **SECTION 17.4**

Upon request, an employee shall be permitted to examine his personnel file at any time during regular office hours, so long as the employee does not remove any article from the file. A copy of any article contained in the file shall be provided to the employee upon payment of costs of reproduction.

## **SECTION 17.5**

There shall be only one (1) personnel file and it shall be located at the Board of Education office.

## **ARTICLE 18 - HOURS WORKED AND OVERTIME**

### **SECTION 18.1**

The workweek shall be designated as the beginning of the Sunday night shift (between 10:00 p.m. Sunday and 12:30 a.m. Monday) and the ending of the Sunday evening shift (between 10:00 p.m. Sunday and 12:30 a.m. Monday). All employees shall be paid overtime at one and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) hours per week.

Except for bus drivers, all hours worked in excess of eight (8) hours per day and any work performed on Saturdays, shall be paid at one and one-half (1 ½) the regular rate of pay. Except for bus drivers, all work performed on Sundays will be paid at double time (2x) the regular rate of pay. All time for which an employee is compensated, but does not actually work, shall be counted as hours worked for the purpose of determining eligibility for overtime. Payments of overtime shall be paid the pay period following pay period in which overtime was accrued.



## **SECTION 18.2**

All employees shall be guaranteed hours and pay specified in the contract of the employees, except as such hours and pay may be reduced pursuant to law.

## **SECTION 18.3**

The Superintendent, Building Principal, or designee will have sign-up lists for cooks and custodians and custodian/groundskeepers for overtime work opportunities. Employees eligible for overtime under this section shall remain on the seniority roster year round. Overtime will be offered first to the employees within a building on a rotation basis using seniority. Then overtime will be offered to cooks custodians and custodian/groundskeepers from other buildings who have signed up for overtime on a rotation basis, using seniority. Overtime shall mean extra work not caused by the absence of an employee. In cases where an employee is absent from work and coverage is necessary, the Superintendent or his designee may elect to utilize a substitute employee to work the regularly scheduled shift of the absent employee. Substitute employees shall not be eligible for overtime or extra work unless all bargaining unit employees refuse it according to this article. If a bargaining unit employee works the overtime, he/she will be paid his/her regular rate, subject to the applicable overtime rate provisions of this Article. Employees who work outside of their classification will be paid at the step 1 rate of pay for the classification in which they are working or his/her regular rate of pay, whichever is highest, if the work is done during the employee's regular work time. If an employee agrees to work outside his/her regular work time for an employee who is absent, he/she shall be paid at a rate of ten dollars (\$10.00) per hour or the substitute rate of pay, whichever is higher.

Custodians and custodian/groundskeepers shall be listed on one rotation roster, according to seniority, for the assignment of extra work and overtime opportunities listed below:

To provide for the efficient use of custodian/groundskeepers time during the off season they may be assigned extra work that occurs during their daily scheduled shift, provided the extra work will not cause him/her to work more than eight (8) hours in one day, unless it is his/her turn on the seniority rotation roster to work overtime.

During the outside sporting event season, if overtime is needed to cover the event, nine month and twelve month custodians and custodian/groundskeepers shall be offered overtime according to the rotation roster using seniority. For custodians, this shall not include groundskeeping duties or operating heavy equipment. If the overtime is worked, the employee will be paid his/her regular rate, subject to the applicable overtime rate provisions of this Article.

If all employees on the rotation list refuse overtime and no substitute is available to work the overtime the least senior employee in the custodian and custodian/groundskeeper classification shall be assigned the work. The employee assigned cannot be disciplined for refusing the overtime if he/she has a legitimate reason for refusing the work (ex: scheduled appointment, scheduled vacation, sick leave, etc.)

Employees will not be required to work a split shift to cover extra work or overtime, but employees may choose to work a split shift to allow for the opportunity to work overtime during the employee's regular shift. If the custodian elects to work the split shift, the regular shift must be finished immediately following the overtime opportunity. If the overtime opportunity is in a different location, the employee will not be paid travel time between the two locations.

#### **SECTION 18.4**

All employees shall be paid at the rate of one and one-half (1 2) times their regular rate of pay for all hours worked in excess of forty (40) in any one week. When computing overtime, sick leave, personal leave, calamity leave, holiday pay and vacation shall be considered as a day worked.

#### **SECTION 18.5**

All employees who work eight (8) hours a day shall receive eight (8) hours holiday pay for all legal holidays in the employee's workweek. All employees who work less than eight (8) hours shall be paid holiday pay for the number of hours they would have worked.

#### **SECTION 18.6**

When an employee is required to work on a designated holiday, such time shall be paid at the rate of one (1) times their regular rate of pay plus their regular rate of pay.

### **ARTICLE 19 - CALAMITY DAY**

#### **SECTION 19.1**

All employees shall be paid their appropriate rate of pay for all days or part of days when schools in which they are employed are closed due to an epidemic or public calamity pursuant to Article 3319.081, Section G of the Ohio Revised Code.

## **SECTION 19.2**

Any employee who performs work for the Board on a calamity day shall be paid one and one-half (1 ½ ) times their regular rate of pay for calamity hours worked. This provision does not apply to employees in the custodian/groundskeeper position on calamity days that are the result of snow/ice. Employees shall not be compensated under both 19.1 and 19.2 for the same hours.

## **SECTION 19.3**

Employees shall not be paid for any time worked on a make-up day.

## **ARTICLE 20 - BUS ROUTES**

### **SECTION 20.1**

All vacant bus route runs shall be filled by bid in accordance with seniority.

### **SECTION 20.2**

In the event at some later date (after initial bids are accepted) a new run or a run becomes available because of a driver's termination of employment, it shall be posted for a period of five (5) days and bid in accordance with the above bid procedure.

### **SECTION 20.3**

After a run has been accepted, no extra trip shall be added without additional compensation. However, additional stops are permitted without additional compensation.

### **SECTION 20.4**

It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus providing the driver contacts the bus supervisor immediately on discovery of the safety problem. Bus drivers shall immediately fill out a Defective Equipment Report and turn it into the Transportation Coordinator.

### **SECTION 20.5**

Only those drivers that are under contract as a regular or substitute driver with the Board shall be assigned to any route or extra trip except in case of emergency.

## **SECTION 20.6**

Each regular bus driver shall be paid for all time that is spent on his/her bus including, but not limited to breakdown, maintenance and time required to be at the garage at his/her regular hourly rate of pay, and also for all hours or fraction of hours in excess of twenty (20) hours per week, not including extra trips separately accepted. Drivers will receive \$25.00 per mandatory drug/alcohol test.

## **SECTION 20.7**

Once all bus routes are established, should the Employer cause bus drivers to work in excess of twenty (20) hours in one week, the employee will fill out a Request for Additional Pay, and will be paid at his regular hourly rate of pay up to forty (40) hours per week. Drivers shall receive time and one half (1 ½) their regular rate of pay for all hours worked over forty (40) in one week.

## **SECTION 20.8**

At any time during the year if a bus route incurs any major change, that route shall be put up for bid. A major change occurs when the route is altered outside the established route area. It is not a major change if the route is altered within the current established route area, to avoid overloading in an adjacent route area or rerouting necessitated by an emergency or road construction. A route may be altered or re-routed during an emergency or road construction. Drivers shall be returned to their original routes as soon as the emergency or road construction is completed. Bus routes altered due to overloading shall be returned to the original route as soon as the overload situation is corrected. If an overload situation causes a permanent major change in a bus route, the route shall be bid. Bus routes may not be altered outside the established route to avoid the payment of overtime for one driver if that would cause another driver to be paid the same or more overtime.

## **SECTION 20.9**

Major route changes that occur after the second week of school shall first be discussed at a labor/management meeting prior to implementation.

## **SECTION 20.10**

Due to Board obligations to IRS and SERS, bus drivers shall not employ substitute drivers on private contract.

## **SECTION 20.11**

Any major route changes that have been run for five (5) days shall be posted for bid not later than five (5) working days.

## **SECTION 20.12**

When bus radios are used for the purpose of notifying drivers that they need to submit to a random drug test, the individual who is notifying the driver shall not make specific reference to drug testing. Bus drivers shall not be scolded or reprimanded by name over the radio unless it is an emergency situation.

## **ARTICLE 21 - EXTRA TRIPS**

### **SECTION 21.1**

Drivers under contract as full-time drivers shall be given 1<sup>st</sup> choice for extra trips.

### **SECTION 21.2**

Whenever possible, extra trips shall be posted five (5) days in advance and shall be awarded in advance on a rotating basis from a seniority list. When trips are not awarded five (5) days in advance, drivers will not be penalized (skipped on the rotation roster) for refusing the trip and shall be offered the next trip available.

Athletic teams that reach the District or above or State level of play may be transported to that event by a form of transportation other than a school bus and no bus driver shall be compensated unless he/she is assigned the trip.

If a driver accepts a trip and then refuses to drive the trip with less than forty-eight (48) hours notice, he/she shall be skipped on the next trip rotation. Drivers refusing the trip due to illness or other excused absences as provided for in this Agreement shall not be skipped for not driving.

### **SECTION 21.3**

If a driver does not desire extra trips, he shall have the option of withdrawing his name from the rotation list. However, if the driver remains on the list, there shall be no trading of positions on the list, and if the extra run is refused for any reason, the driver's name shall be skipped on the rotation

roster.

#### **SECTION 21.4**

There shall be two (2) rotating lists established for extra runs; one to cover night trips and one to cover day trips. All extra trips made during the regular school hours will be considered day trips. All other trips will be considered night trips. The rotation roster including all night and day trips shall be issued each week to the Union President listing the trips, the drivers that were assigned to the trips, and the drivers who actually drove the trips.

#### **SECTION 21.5**

- A. All extra trips shall be paid at the driver's current rate of pay up to a maximum of \$17.00 per hour for all hours worked.
- B. Any trip one hour or less shall be paid a flat rate of \$17.00.
- C. All overnight trips shall be paid at the driver's current rate of pay up to a maximum of \$17.00 per hour for all hours worked. Time will stop when the bus unloads at the motel; time starts again when students reload to go to the activity. The driver's accommodations and meals (up to \$15 per day with receipt) shall be paid by the Board and he/she shall not be required to share a room with students.
- D. Extra trip tickets must be turned in within the pay period in which the trip was driven. In the event the extra trip occurs on the last day or weekend of the pay period, the driver shall have until 10:00 a.m. of the following work day to turn the ticket into the Board Treasurer's office.
- E. Drivers will not be docked pay when they drive extra trips that interfere with their routes. Extra trip time will be calculated beginning at the end of the driver's normal route time. This provision is a pilot and will expire on June 30, 2021.

### **ARTICLE 22 - CONTRACTING AND BARGAINING UNIT WORK**

#### **SECTION 22.1**

The Scioto Valley Local Board of Education will notify the Association of any intention to subcontract any major work presently being completed by Scioto Valley Local employees represented by the Association, such as building custodial services, transportation of students to schools, providing lunch services to students, secretarial and clerical services.

**SECTION 22.2**

The Board will provide the Association the opportunity to be heard at a public meeting of the Board on such matters before a decision is made.

**SECTION 22.3**

The Board agrees to notify, by certified mail, any employees whose job would be abolished due to such contract no later than April 20 of any year, termination to be effective upon receipt of the employee's last regularly scheduled paycheck.

**SECTION 22.4**

If the Superintendent determines additional employees are necessary when school is not in session, the Board shall give consideration to available, qualified employees within the bargaining unit to be paid at the rate of \$10.00 per hour.

**ARTICLE 23 - VACATIONS**

**SECTION 23.1**

All eleven (11) and twelve (12) month employees are entitled to, and shall be granted, vacation upon request.

The vacation schedule shall be:

1 year or more	2 weeks
8 years or more	3 weeks
15 years or more	4 weeks
25 years or more	5 weeks

**SECTION 23.2**

Employees may accumulate up to six (6) weeks of vacation. Also, employees may request, in writing, that the treasurer buy back vacation days. If the request is granted, days will be bought at the rate of pay currently in effect for the applicable employee. Days may not be sold back in increments smaller than one day.

**SECTION 23.3**

Vacation days may be granted at any time during the calendar year, but must be approved in advance by the appropriate administrator. No vacation may be taken until it is earned.

**SECTION 23.4**

The Superintendent may determine the number of employees who can be on vacation at the same time. Timely requests for vacation shall be granted on the basis of seniority. Vacation requests submitted after the deadline are subject to the Superintendent’s approval.

**SECTION 23.5**

Length of service for vacation entitlement is based upon length of service to the district.

**ARTICLE 24 - HOLIDAYS**

**SECTION 24.1**

All nine (9) and ten (10) month employees shall receive the following days off work with pay:

- |                        |                        |
|------------------------|------------------------|
| New Year’s Day         | Thanksgiving           |
| Martin Luther King Day | Day after Thanksgiving |
| Memorial Day           | Christmas              |
| Labor Day              | Day after Christmas    |
| Veteran’s Day          |                        |

**SECTION 24.2**

All eleven (11) and twelve (12) month employees shall receive the following days off work with pay:

- |                         |                        |               |
|-------------------------|------------------------|---------------|
| New Year’s Day          | Thanksgiving           | Labor Day     |
| Martin Luther King Day  | Day after Thanksgiving | Veteran’s Day |
| Memorial Day            | Christmas Day          |               |
| 4 <sup>th</sup> of July | Day after Christmas    |               |

**SECTION 24.3**

Employees required to perform work on a paid holiday shall be paid at the rate of one (1) time in



addition to the holiday pay.

**SECTION 24.4**

Employees will not have the option of saving or deferring said holiday to later date.

**SECTION 24.5**

If a holiday falls on a Saturday, it shall be recognized on Friday and if the holiday falls on Sunday, it shall be recognized on Monday.

**ARTICLE 25 - TRAVEL ALLOWANCE**

**SECTION 25.1**

Any employee who is required by a building principal, Assistant Superintendent, or Superintendent to use his/her own vehicle in the service of the Scioto Valley Schools shall be reimbursed at the applicable IRS rate per mile if the employee presents to the Treasurer a written statement containing:

- A. The place to which the person drove.
- B. Total mileage (round trip)
- C. Purpose of the trip.
- D. Signature of the administrator.

**SECTION 25.2**

The mileage statement shall be submitted to the Treasurer's Office during the last week of each month.

**ARTICLE 26 - INSURANCE**

**SECTION 26.1**

The employer shall provide the following insurance programs at the following rates of premium coverage:

Life Insurance- 100% Board Paid- \$30,000.00  
Dental Insurance- 80% Board Paid  
Vision Insurance- 100% Board Paid  
Medical Insurance- 80% Board Paid/20% Employee Paid  
HDHP Insurance- 85% Board Paid/15% Employee Paid

For the employees who are on the HDHP offered by the Board, the Board will contribute the following amounts to the employee's HSA account:

2021-2022 \$3,000 family - \$1,500 single  
2022-2023 \$3,000 family - \$1,500 single  
2023-2024 \$3,000 family - \$1,500 single

These payments shall be made in January. All employees hired after July 1, 2017 who elect insurance coverage must enroll in the HDHP.

The coverage for bargaining unit employees shall be the same as the coverage provided to the District's teaching employees.

An insurance bonus of \$2,000.00 shall be paid in a separate check to classified employees who do not participate in medical insurance. Employees whose insurance is paid by the Board are exempt.

Employees who receive the bonus and become a participant during the year from September 1 to August 31 for the duration of this Contract shall repay the \$2,000.00 back to the Board at a rate of \$167.00 for each month the employee was not a participant in the District's insurance plan during the year. This can be a lump sum by the employee or by payroll deduction.

### **SECTION 26.2**

The employee carrying single coverage shall pay the difference between the amount paid for by the Board, and the actual rate of the premium. Employees carrying family coverage shall pay the actual difference between the amount paid for by the Board, and the actual rate of the family premiums.

### **SECTION 26.3**

The Board agrees that any employee who is required to pay a portion of an insurance plan sponsored by the Board of Education may do so through payroll deductions.

**SECTION 26.4**

The Board guarantees all employees non-high risk liability insurance coverage.

**SECTION 26.5**

The Board agrees to provide for payroll deduction and/or direct deposit to the Board approved financial institutions.

**SECTION 26.6**

The Board will provide each employee a \$30,000 term life and accidental death policy at no cost to the employee.

**SECTION 26.7**

The Board will provide each employee, including bus drivers, insurance coverage as set forth in Section 26.1.

**ARTICLE 27 - WAGES**

27.1 Salary Schedule effective July 1, 2021

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Head Cook	\$18.51	\$18.62	\$18.87	\$18.99	\$19.14	\$19.42
Cook	\$17.70	\$17.85	\$18.05	\$18.21	\$18.51	\$18.69
Cust.	\$17.14	\$17.41	\$17.77	\$18.08	\$18.34	\$18.61
Secretary	\$18.19	\$18.32	\$18.48	\$18.66	\$18.91	\$19.09

Aide	\$17.94	\$18.14	\$18.43	\$18.57	\$18.80	\$18.99
Bus Driver	\$20.94	\$21.37	\$21.87	\$22.38	\$22.87	\$23.38

Salary Schedule effective July 1, 2022

	1	2	3	4	5	6
Head Cook	\$19.06	\$19.18	\$19.44	\$19.56	\$19.71	\$20.00
Cook	\$18.23	\$18.39	\$18.59	\$18.76	\$19.06	\$19.26
Cust.	\$17.65	\$17.93	\$18.30	\$18.62	\$18.89	\$19.17
Secretary	\$18.74	\$18.87	\$19.03	\$19.22	\$19.48	\$19.66
Aide	\$18.48	\$18.68	\$18.98	\$19.13	\$19.36	\$19.56
Bus Driver	\$21.57	\$22.01	\$22.52	\$23.05	\$23.55	\$24.08

Salary Schedule effective July 1, 2023

	1	2	3	4	5	6
Head Cook	\$19.64	\$19.76	\$20.02	\$20.15	\$20.30	\$20.60
Cook	\$18.77	\$18.94	\$19.14	\$19.32	\$19.64	\$19.83
Cust.	\$18.18	\$18.47	\$18.85	\$19.18	\$19.46	\$19.75
Secretary	\$19.30	\$19.44	\$19.60	\$19.80	\$20.06	\$20.25
Aide	\$19.04	\$19.24	\$19.55	\$19.70	\$19.94	\$20.15
Bus Driver	\$22.22	\$22.67	\$23.20	\$23.74	\$24.26	\$24.80

Head Cooks work 1156 hours per year - paid for 1210.

Cooks & Aides work 1080 hours per year - paid for 1134.

9-month Secretaries work 1425 hours per year – paid for 1592.

10-month Secretaries work 1575 hours per year - paid for 1752.

12-month Secretaries work 1874.5 hours per year - paid for 1959.

Custodians & Operators work 2000 hours per year - paid for 2080.

Bus Drivers work 720 hours per year - paid for 756.

9-month Custodians work 1440 hours per year - paid for 1512.

A salary schedule which lists the approved work schedule and paid holidays is found in Appendix A, which is incorporated herein.

## **SECTION 27.2**

Effective July 1, 2021, all wage rates shall be increased by 3% and all bargaining unit employees shall receive a \$1000 signing bonus. Effective July 1, 2022, all wage rates shall be increased by 3% and all bargaining unit employees shall receive a \$1000 signing bonus. Effective July 1, 2023, all wage rates shall be increased by 3% and all bargaining unit employees shall receive a \$1000 signing bonus.

A longevity increment of twenty-five cents (\$.25) per hour will be added to the regular hourly rate of each employee who has served at least ten (10) years in the Scioto Valley Local School District. An additional twenty-five cents (\$.25) will be added to the hourly rate of pay when the employee has served fourteen (14) years or more in the Scioto Valley Local School District. An additional twenty-five cents (\$.25) will be added to the hourly rate of pay when the employee has served eighteen (18) years or more in the Scioto Valley Local School District. An additional fifty cents (\$.50) will be added to the hourly rate of pay when the employee has served twenty-two (22) years or more in the Scioto Valley Local School District. An additional fifty cents (\$.50) will be added to the hourly rate of pay when the employee has served twenty-six (26) years or more in the Scioto Valley Local School District. An additional fifty cents (\$.50) will be added to the hourly rate of pay when the employee has served twenty-eight (28) years or more in the Scioto Valley Local School District. An additional fifty cents (\$.50) will be added to the hourly rate of pay when the employee has served thirty (30) years or more in the Scioto Valley Local School District. An additional fifty cents (\$.50) will be added to the hourly rate of pay when the employee has served thirty-two (32) years or more in the Scioto Valley Local School District. An additional fifty cents (\$.50) will be added to the hourly rate of pay when the employee has served thirty-four (34) years or more in the Scioto Valley Local School District.

## **SECTION 27.3**

All employees' pay shall be calculated and paid over a biweekly schedule on a Friday basis. When payday falls on a holiday, the preceding day shall be payday, with the employee receiving his pay during the normal hours of his shift.

## **SECTION 27.4**

Direct deposits shall be required for all new hires after July 1, 2002.

## **ARTICLE 28 - MISCELLANEOUS**

### **SECTION 28.1-PHYSICAL EXAM**

The Board of Education will provide, at no cost to the employee, any physical examination required by the Board of Education. The Board of Education reserves the right to designate the physician.

### **SECTION 28.2 - BOARD AGENDA AND MINUTES**

- A. Prior to all regular and special Board of Education meetings, the OAPSE President shall be supplied an agenda and packet for that Board meeting. Subsequent to the approval of minutes of the Board of Education meetings, the OAPSE President shall be supplied a copy of all approved minutes.
- B. The Board agrees to place OAPSE on the agenda at each regularly scheduled Board meeting.

### **SECTION 28.3 - ACTIVITY PASSES**

All regular classified employees shall be provided with passes entitling them to free admission to athletic events sponsored by the Scioto Valley Local School District.

### **SECTION 28.4 - SCHOOL CALENDAR**

The Association will be permitted to vote on all proposed calendars for the school year, as well as provide suggestions to the Superintendent prior to the selection of the final school calendar.

### **SECTION 28.5 - JOB DESCRIPTIONS**

Each classification covered under this Agreement shall be issued current job descriptions. Prior to any change in any job description covered under this Agreement, OAPSE shall be notified of such changes.

### **SECTION 28.6 - WORKERS' COMPENSATION**

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application may be filed

with the Bureau of Worker's Compensation.

### **SECTION 28.7 - EDUCATIONAL AIDES**

The Board agrees that educational aides shall not be used in place of classroom teachers except in an emergency situation when certified substitutes cannot be obtained. There shall be a sign-up list for educational aides who wish to be assigned to classrooms in the absence of a teacher. Employees who do not wish to sign the list will not be required to cover classrooms in the teacher's absence. For these services, aides will be paid an additional six dollars (\$6.00) per hour.

In order to provide stability and consistency for students with low incidence disabilities, the Superintendent may restrict educational aides from bidding out of a position during a school year. Educational aides who submit a bid on a vacant position who are awarded the position may not move into the new position until the beginning of the next school year.

### **SECTION 28.8 - ADMINISTRATION MEETINGS**

Any employee required to attend any meeting held other than during the employee's regular scheduled workday shall be paid pro rata at the employee's regular hourly rate of pay.

### **SECTION 28.9 - CERTIFIED PERSONNEL ON DUTY IN BUILDING**

- A. A custodian must be on duty when extracurricular activities are scheduled in the school building. Any time the kitchens are used for said activities a cook must be present. Employees shall be paid at the hourly rate of pay. Overtime provisions shall prevail. Extracurricular activities shall be on a bid basis and seniority prevails.
- B. Exemptions to the above shall be the kitchen food lines during staff/ parent/student activities and all Board budget-approved student activities involving only students and under the supervision of Board appointed supervision or coach.

### **SECTION 28.10 SECRETARIES**

All secretaries shall work eight (8) hours, including one-half (1/2) hour for a paid lunch.

### **SECTION 28.11 - SHIFT DIFFERENTIAL**

- A. The Board will establish shift times for each classification for the academic year no later than the first regular meeting in August.



B. Shift beginning times will fall within the following time frames:

6:00 a.m. - 11:00 a.m.

2:00 p.m. - 5:00 p.m.

10:00 p.m. - 6:00 a.m.

C. Evening and night shifts will receive twenty-five cents (\$.25) per hour extra pay.

D. Overtime provision including shift differential will prevail.

E. Bus drivers are excluded from these provisions.

### **SECTION 28.12 - CONFIDENTIAL MEETING PLACES**

All employees shall be afforded confidential conditions when meeting with members of the administration staff.

### **SECTION 28.13 - CALL OUT TIME**

When an employee is called out to perform his/her duties, he/she shall be paid no less than two (2) hours and overtime provisions shall prevail.

### **SECTION 28.14 - VOLUNTEERED SERVICES**

Due to obligations to IRS and SERS, classified staff shall not volunteer any services as defined in classified job descriptions.

### **SECTION 28.15 – DRUG TESTING**

The Employer may implement a random drug testing policy/program applicable to all bargaining unit employees. If an employee is required to submit to a test outside of his/her regular work day, the employee will be paid \$25. This provision will apply to the District's administrative staff.

### **SECTION 28.16 – USE OF PERSONAL VEHICLE**

Employees shall not be asked or required to utilize their own personal vehicle to haul school equipment or supplies.

## **ARTICLE 29 - S.E.R.S. PICK-UP**

### **SECTION 29.1**

The Board will implement the S.E.R.S. pick-up utilizing the salary reduction method of contributions to the state employees retirement system. This will result in a state and federal tax savings.

### **SECTION 29.2**

The following terms and conditions shall apply to the S.E.R.S. pick-up.

1. The amount to be picked-up on behalf of each employee shall be the employee's share of retirement reducing the gross annual compensation an equal amount. This is at no cost to the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employee pick-up.
4. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.
5. If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

## **ARTICLE 30 - DURATION**

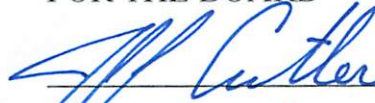


### **SECTION 30.1**

- A. This Agreement shall be effective as of July 1, 2021 and shall remain in full force and effective until June 30, 2024.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written


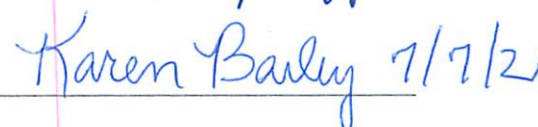
notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demand and proposals on any subject matter not removed by law from the area of collective bargaining, with the understanding and agreement allowed that by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Union, and all prior agreements, either oral or written, are hereby cancelled. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties, at the time they negotiated or signed this Agreement.

FOR THE BOARD

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

FOR OAPSE

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