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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GREENVILLE CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
(OAPSE)/AFSCME Local 4, AFL-CIO**

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
Article 1 - Recognition.....	1
Article 2 - Negotiations.....	1
Article 3 - Board of Education Rights	2
Article 4 - Union Rights.....	3
Article 5 - Payroll Deductions	4
Article 6 - Relation to State Law/Strikes	5
Article 7 - Reduction In Force	5
Article 8 - Posting and Bidding	7
Article 9 - Leaves.....	8
Article 10 - Holidays.....	12
Article 11 - Probation, Suspension, Demotion, and Termination.....	12
Article 12 - Personnel Files.....	13
Article 13 - Wages	14
Article 14 - Insurance & Health Benefits	15
Article 15 - Grievance Procedure	16
Article 16 - Overtime	18
Article 17 - Severance Pay.....	18
Article 18 - Hours of Work & Calamity Days.....	19
Article 19 - Building Checks/Call-In.....	20
Article 20 - Transportation.....	20
Article 21 - Paraprofessionals.....	22

Article 22 - Maintenance/Custodial Employees	22
Article 23 - Labor/Management Meeting	22
Article 24 - Miscellaneous	23
Article 25 - General Provisions.....	23

Article 1 - Recognition

- 1.01 The Greenville City School District Board of Education (the “Board”) recognizes the Ohio Association of Public School Employees, AFSCME Local #4, AFL-CIO (the “Union”), as the exclusive representative of all employees employed as bus driver, clerk, crossing guard, custodian, EMIS, maintenance/maintenance assistant, mechanic, paraprofessional, and secretary. The bargaining unit excludes all other employees, all management employees, supervisors, and confidential employees as defined by Ohio Revised Code Chapter 4117, and seasonal and casual employees as defined by SERB.
- 1.02 The “Board” includes the Greenville City School District Board of Education and all administrators and supervisors with authority to act on its behalf.
- 1.03 School employees have the right to join or not to join any lawful organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.

Article 2 - Negotiations

- 2.01 If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than May 1st nor earlier than March 15th of the year in which this Agreement expires. Notification from the Union shall be to the Superintendent and notification from the Board shall be to the Union President.
- 2.02 Typed proposals shall be in such form and detail that shall specify the language to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting; no additional proposals may thereafter be submitted except by mutual agreement.
- 2.03 Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting. Meetings shall be closed to the press and the public. Either party may caucus for a reasonable period at any time. Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device.
- 2.04 Bargaining teams, excluding consultants/union representative, shall be limited to five (5) representatives of the Board and five (5) representatives

of the Union. A notice shall be given to the other party if consultants are to participate in the negotiation meetings.

2.05 Neither party shall make a release to the news or social media regarding bargaining until impasse is reached or an agreement is reached.

2.06 Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

When tentative agreement is reached on all items, the full agreement will promptly be submitted and recommended favorably to the Union membership for ratification and thereafter promptly submitted and recommended to the Board for adoption. Upon such ratification by both parties, the successor agreement will be executed.

2.07 If the parties are unable to reach tentative agreement on all items by June 15 of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised Code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. If mediation does not produce a tentative agreement, the Board may implement its last offer and the Union may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

Article 3 - Board of Education Rights

3.01 The Union recognizes that the Board and the Superintendent are the bodies of authority solely vested with the right to run and fund the Greenville City Schools, that the Board and Superintendent shall have the right to take any action they consider necessary and proper to effectuate management policy express or implied, and that there is no duty to bargain over such decisions. The Board recognizes that it is obligated to bargain about the wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Changes may be made at all times during this Agreement by mutual consent of both parties and shall be attached in the form of Articles or Memoranda of Understanding.

3.02 Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, and

of the United States, including but not limited to the right to: 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, including the conduct and performance expected of an employee in emergency situations; its overall budget, utilization of technology, and organizational structure; manage and direct employees, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or lay off employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline, demote, or terminate employees; determine the adequacy of and effectively manage the work force; determine and carry out the overall mission, goals, programs and services of the school district and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; and determine the hours of work and work schedules. The exercise of any of the foregoing management rights are limited only by the expressed terms of this Agreement.

Article 4 - Union Rights

- 4.01 The Union may schedule the use of school buildings for Union activities subject to the same rules and regulations governing the use of the buildings by other organizations, except that the usual rental fee will be waived. The use of a building for profit for the Union will cause the rental fee to be invoked.
- 4.02 The Board shall not arbitrarily deny the Union the use of mailboxes and use of a designated Union bulletin board(s) in each school. The Union shall be granted the right to use fax machines and email for Union business as these and other technologies are introduced. Such use shall not interfere with the business of Greenville City Schools. The Board may charge the Union a reasonable fee for use of such technology.
- 4.03 The Union shall be granted three (3) days of Union leave each school year. The Union President shall notify the Superintendent or designee as far in advance as possible of the purposes, dates and person(s) who will be using the leave.
- 4.04 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) 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.

4.05 A staff person may request the presence of a Union representative at any meeting during which the staff person believes that discipline may be the result of such meeting. A staff person may request the presence of a Union representative at any grievance hearing. If a representative is unavailable in any of the above described circumstances, the meeting shall be recessed for up to twenty-four (24) hours or one (1) school day so that the staff person may obtain a Union representative.

4.06 When available, names, addresses, and building assignments of newly employed bargaining unit members shall be provided to the Union following Board approval of their contracts after the regularly scheduled Board meeting.

The Union shall be permitted to speak with new employees for a period of no more than twenty (20) minutes to discuss Union Membership and Benefits. This meeting shall take place on paid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity.

4.07 The President of the Union and/or the Labor Representative of the Union shall have the right to visit schools. At least 24 hours prior to arrival, the President and/or the Labor Representative shall advise the Principal or, in his/her absence, the acting building administrator, of the desire to visit the school and secure permission of said administrator to make the visit. Such permission shall not be denied without cause. Such visits will not interfere with the typical instructional day.

Article 5 - Payroll Deductions

5.01 The Board agrees to deduct Union dues for every bargaining unit member who has authorized the Board to do so in writing, and to remit the dues, with a list showing the bargaining unit members' deductions, to the State Union Treasurer monthly. The Board shall be required to write no more than one (1) check monthly.

5.02 Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organization for the bargaining unit. Revocation of dues authorization shall be in accordance with only the employee's dues authorization agreement.

5.03 If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Union agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

Article 6 - Relation to State Law/Strikes

6.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary including any civil service laws of Ohio or ordinances or rules of the City of Greenville or its Civil Service Commission. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty (30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have not been invalidated shall continue in full force and effect in accordance with their terms.

6.02 The Union, its officers, members and employees covered by this Agreement shall not cause, engage in, or sanction any strike, slowdown, work stoppage or any other similar cessation or disruption of services for the term of this Agreement. The Board shall not lockout employees during the term of this Agreement.

Article 7 - Reduction In Force

7.01 When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized. A reduction in force may occur for the following reasons:

1. Decline in student enrollment in the District or a particular program/class;
2. Return of an employee from a leave of absence;
3. Suspension of schools or territorial changes affecting the District;
or
4. Financial reasons.

7.02 The following classifications shall be used for the purpose of defining classifications in the event of a layoff:

Clerk	Crossing Guard	Mechanic
Paraprofessional	Bus Driver	Custodian
Secretary	Maintenance/Maint. Assist.	EMIS

- 7.03 Within each classification affected, employees will be laid off by classification seniority, with the least senior employee laid off first. The laid off employee may displace any less senior employee in a classification previously held by the laid off employee based on his/her seniority if the employee has remained qualified for the position previously held.
- 7.04 Affected employees shall be reduced and contract suspended according to classification seniority with the least senior employee within the classification reduced first. Medical, maternity, military leave, layoff or any Board approved leave shall not constitute a break in service; however, no credit may be earned during the absence. If two or more employees have the same length of continuous service, seniority will be determined by:
- a. The date of the Board meeting at which the employee was hired, and then by
 - b. The date of the application from which the employee was hired, and then
 - c. If any ties remain after (a) and (b) they will be broken by a coin toss.
 - d. Classification Seniority shall be determined by the employee's latest entry into that classification.
- 7.05 Each employee to be reduced shall be given twenty-five (25) days advance written notice of the reduction. Each notice of reduction shall state the following:
- a. The reasons for reduction;
 - b. The effective date of reduction;
 - c. A statement advising the employee of his/her rights of reinstatement from the reduction.
- 7.06 For each classification in which reductions occur, the Board of Education shall prepare a reinstatement list and names of all employees shall be placed on the list in the order of their seniority. If a vacancy occurs, the Board will serve notice in person or by registered mail at the last known address of all persons on the recall list who are qualified according to these provisions. It is the person's responsibility to keep the Board informed of his current address. All persons are required to respond in writing to the district office

within seven (7) calendar days. Any person who declines to accept the position, or who fails to respond within seven (7) calendar days shall forfeit all recall rights and be removed from the list. Refusal of reinstatement shall be in writing.

- 7.07 All persons on reduction status will remain on the recall list for eighteen (18) months.
- 7.08 A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary placement as he/she enjoyed at the time of reduction status.
- 7.09 By March 1 of each year, a list shall be compiled including the names of all bargaining unit members according to classification seniority in the Greenville City School District. A copy will be sent to the Union President.
- 7.10 For seniority and RIF purposes, a medical specialist is a paraprofessional and a maintenance/groundskeeper is a maintenance/maintenance assistant.

Article 8 – Posting and Bidding

- 8.01 When a vacancy occurs in any classification, notification of the vacancy shall be posted electronically for a minimum of five (5) workdays. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- 8.02 All applications for any posted position will be on a form developed by the Administration or via the submission of a timely letter of interest. Failure to submit an employment request in a timely manner will void any application.
- 8.03 In filling a vacant position, the Superintendent shall offer the position to the bidder (internal or external) who is the most qualified for the position.
- 8.04 Blended postings may be posted by the Superintendent if the Superintendent determines it is desirable for the District. The position would be paid by the amount of hours worked in both classifications.
- Employees would maintain seniority in any classifications made up by the blended position and would earn seniority in each classification of the blended position.
- If the blended position results in a schedule of at least 7 hours/day, insurance will be offered at the full-time benefit rates.

Article 9 - Leaves

9.01

Sick Leave

1. Each employee shall be entitled, for each completed month of service, to sick leave of 1.25 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of five (5) days of sick leave, which has not yet actually been earned, may be advanced, upon written request, in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck. Employees who transfer into a position that requires more hours of work each day than their previous position shall have their sick leave balance adjusted by the Treasurer in order to align the employees' balances with their rate of accrual.
2. Sick leave may be accumulated up to a total of 215 days for nine and ten month employees, 225 days for eleven month employees, and 235 days for twelve month employees.
3. Sick leave, upon approval of the appropriate administrator, may be used for:
 - a. Personal illness, injury, or pregnancy.
 - b. Exposure to contagious disease, which could be communicable to other employees.
 - c. Illness, injury, or death in the employee's "immediate family." "Immediate family" is defined as the employee's father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person who has clearly stood in the same relationship with the employee.
4. In the case of death of a member of the employee's immediate family, the employee may not use more than three days of sick leave and only when absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.
5. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave may be used in half day increments.

6. An employee will, whenever possible, notify his/her supervisor or designee of any absences the day before the absence, but in all cases, by at least one hour before the work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute.
7. The employee must enter the sick leave into the Kiosk immediately upon his or her return to work after the absence, justifying the use of sick leave. If absent for more than three consecutive days, a signed physician's statement may be required.
8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.
9. In the event of catastrophic (life-threatening) illness or injury, any bargaining unit member may request and the Superintendent may grant up to ten (10) additional sick leave days per person per year, provided the following criteria are met:
 - a. All accumulated sick leave has been exhausted;
 - b. Appropriate documentation of the catastrophic illness shall be submitted to the Superintendent along with the request for additional day(s); and
 - c. The additional sick leave days shall be used in accordance with the "immediate family" as defined in this Article.

9.02 Personal Leave

1. Each employee shall be granted three (3) days personal leave per school year. The Superintendent or designee may limit the number of employees on personal leave in order to ensure adequate coverage. Personal leave may be taken in ½ day increments.
2. Personal leave may not be used immediately preceding or following a holiday or school vacation. Where possible, the request for personal leave must be submitted at least three (3) days prior to any intended absence except in case of emergency.
3. An employee may choose conversion of unused personal leave to either sick leave or for Board purchase. If an employee chooses sick leave conversion, that employee may convert up to three (3) personal days, including half days. If an employee selects to convert his or her unused personal leave for Board purchase, that employee may have up to three (3) whole days of personal leave paid at a rate of \$75 per day. All use of personal leave is forfeited

upon its purchase by the Board. Purchase of days shall be limited to full day increments of personal leave. The selection of either conversion to sick leave or Board purchase shall be made by the employee prior to June 1. An employee may not combine the two available methods of conversion of personal leave. If the employee selects the Board purchase option, payment shall be made to the employee by July 30th.

9.03 Family and Medical Leave

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

9.04 Unpaid Leave

Upon written application of a unit member, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board will grant such leave where illness or disability is the reason for the request and satisfactory medical verification is provided. Without application, the Board may grant such leave in accordance with Section 3319.13 of the ORC because of physical or mental disability, subject to the unit member's right to a hearing on such unrequested leave in accordance with Section 3319.13.

9.05 Jury Duty/Court Leave

1. All absences for jury duty/court leave must be requested in writing through the District's electronic system.
2. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
3. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that the subpoena is work related and neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.

9.06 Military Leave

Military leave shall be granted in accordance with state and federal law.

9.07

Vacation Leave

Each 11 and 12 month employee is entitled to an annual vacation, with pay, based on length of service in the District.

1. Employees with one year but less than ten years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of two weeks.
2. Employees with ten years but less than 20 years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of three weeks.
3. Employees with 20 or more years of service in the District as of July 1 are entitled to an annual vacation, exclusive of legal holidays, of four weeks.

Eligible employees must apply for vacation to the Superintendent at least two weeks in advance of the desired start date. Special consideration is given to emergencies. All applications are subject to final approval by the Superintendent.

Absent pre-approval of the Superintendent, no employee shall use more than two (2) weeks of vacation in any rolling four (4) workweek period.

Employees may accrue up to 60 days of vacation leave. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school. Payment in lieu of vacation is prohibited.

9.08

Maternity Leave

For purposes of this section, maternity leave shall be defined as the period of time immediately following: (1) the natural birth of a child or (2) the period of time after a child whom it is the intent of the employee to adopt is placed in the home. This may include a foster-to-adopt placement (as defined by Children's Services) or a private adoption.

Any employee (male or female) may use up to thirty (30) working days of sick leave during the school year for maternity leave. Holidays or days in which school is closed shall not be included in the thirty (30) days. In the case of a Cesarean Section, the employee shall be entitled to use up to forty (40) working days of sick leave during the school year for maternity leave. For children born/placed during the summer break, for employees not working during this time, the maternity leave will commence immediately following the birth/placement of the child.

For example: A child born/placed on August 5th, 2008 (a Tuesday) and the new contract year starts on August 22nd, 2008 (Friday). The employee will be entitled to use eighteen (18) paid sick leave days. If Cesarean is involved the employee will be entitled to twenty-eight (28) paid sick leave days.

9.09 Assault Leave

An employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment will be granted leave with pay up to a maximum of (10) ten days where the nature of the disability and its duration has been verified by a physician's statement.

Article 10 – Holidays

10.01 Employees shall be paid with time off from work at their regular rate of pay for the following holidays:

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

10.02 In addition to the above referenced holidays, employees who work beyond the regular school year may be entitled to the following holidays depending on their schedule:

Friday after Thanksgiving	Christmas Eve
Day after Christmas	New Year's Eve
President's Day	Good Friday
Independence Day	

10.03 If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on Monday. By mutual agreement, the Friday/Monday may be changed. In order to be eligible for holiday pay, employees must work all scheduled hours the day before and the day after the holiday.

Article 11 – Probation, Suspension, Demotion, and Termination

11.01 Each newly hired employee shall serve a 120-day probationary period. A probationary discharge from employment is at the sole discretion of the Administration and shall not be subject to the Grievance Procedure. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081.

11.02 Discipline will generally be progressive in nature while taking into account factors such as the seriousness of the violation and previous discipline history. Certain offenses are serious enough to warrant suspension and/or demotion/discharge without regard to previous reprimands or discipline. No employee shall be disciplined without just cause.

Penalties for disciplinary action include:

oral reprimands
written reprimands
suspensions
demotion/discharge

10.03 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or discharged, the Superintendent or his designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action and a summary of the grounds upon which such action would be based. The employee is entitled to Union representation at this hearing. The employee may then respond to, refute, deny, or otherwise challenge the charges. At the close of or after the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his decision and its effective date and time. He/she shall provide such notice by hand delivery or e-mail.

11.04 A non-probationary employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification, or discharge within the time frame set forth in the grievance procedure.

Article 12 – Personnel Files

12.01 Materials in the personnel files of a member of the bargaining unit must be job related.

12.02 Access to personnel files shall be in compliance with Ohio's Public Records Act.

12.03 The unit member may request a copy of any and all materials in his/her personnel file. Costs associated with duplications of material shall be borne by the employee.

12.04 When an Administrator finds it necessary to make a notation of discipline in an employee's file, the employee shall be notified and afforded an opportunity to read such discipline prior to placement in the file. The

employee shall acknowledge that he/she has read such discipline by affixing his/her signature on the document filed. The employee also shall have the right to answer such notations and his/her answer shall be attached to the file copy.

12.05 No anonymous letters or materials shall be placed in an employee's file, nor shall they be made a matter of record.

12.06 After three (3) years, if no subsequent entries of the same or similar nature have occurred, the material shall not be used against the employee in regards to progressive discipline. If an employee has been suspended without pay, this provision shall not apply.

Article 13 - Wages

13.01 Hourly Rates

The following yearly percentage increase:

2021-2022 2.0%

2022-2023 2.0%

2023-2024 2.0%

The hourly rates for the employees are attached as Appendices A-B-C. These rates will be effective July 1, 2021.

Starting July 1, 2021, any employee reaching their 25th consecutive year with Greenville City Schools will receive a one-time lump sum payment of \$300 on the pay that includes their anniversary date within the pay period. For those employees who have reached 25 years prior to July 1, 2021, the district will provide a one-time payment of \$300 on the December 10, 2021 pay.

A one-time lump sum recognition payment of \$300 will be made on the second pay in September 2021 to each member for their service through the COVID-19 pandemic.

Additionally, as recognition for continued help through the transition to normal and catching up our students from the pandemic, lump sum payments of \$300 will be made on the second pay in July 2022 and the second pay in July 2023 for those members who had an attendance rate of 95% or better for the preceding fiscal year (July 1, 2021- June 30, 2022 and July 1, 2022 – June 30, 2023). Use of sick, personal, dock and other unpaid leaves of absence will be used when determining the 95%

attendance rate. The chart below details the maximum number of days an employee could be absent and still earn this payment.

Contract Days	Maximum Absence Days
184	9
217	10.5
225	11
260	13

13.02 Pay Dates

Employees will be paid via direct deposit in twenty-four (24) equal pays. Paystubs will be available electronically in Kiosk.

Article 14 - Insurance & Health Benefits

14.01 Hospitalization and Medical

Each full-time employee covered by this agreement, who elects insurance coverage pursuant to this section, shall contribute toward the monthly premiums. The Board will pay 80% of the monthly premium for non-bus driver employees and effective January 1, 2022, 75% for bus drivers. However, non-bus driver employees hired before July 1, 2003, shall be subject to the following modified premium schedule:

Oct. 2021 – Dec. 2024 85% Board contribution

If at any point during this agreement the Board decides to offer a High Deductible Health Plan option, in addition to the monthly premium contribution described above, the Board will contribute the following to the employee owned Health Savings Account (HSA):

Full-time employees, including bus drivers:

	2022	2023	2024
Employee Only	\$500	\$400	\$300
Employee + Child(ren)	\$750	\$600	\$500
Family	\$1,000	\$800	\$700

Part-time employees:

	2022	2023	2024
Employee Only	\$250	\$200	\$150
Employee + Child(ren)	\$375	\$300	\$250
Family	\$500	\$400	\$350

14.02 Dental

Each eligible employee may enroll in a Board paid dental insurance program.

14.03 Term Life Insurance

Each eligible employee may enroll in a Board paid life insurance program with a coverage amount of \$30,000.

14.04 Vision

Each eligible employee may enroll in a Board paid vision insurance program.

14.05 Eligibility

To participate in insurance fringe benefits under this Article, an employee (other than a full-time bus driver) must be regularly employed for at least thirty (30) hours of work per work week.

Article 15 - Grievance Procedure

15.01 A “grievance” is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. A “grievant” is defined as an employee or group of employees (class action) of the local having a grievance.

15.02 An employee who has a grievance shall discuss the grievance with his or her supervisor within seven (7) calendar days of the occurrence of the act or event on which the grievance is based. The supervisor shall make his decision on the grievance and email it to the employee within five (5) calendar days of the informal hearing.

15.03 If the grievant is not satisfied with the resolution of the issue at the Supervisor’s level, he shall file the grievance with the Superintendent within ten (10) calendar days of the supervisor’s response. The Superintendent or his designee shall hold an informal hearing with the employee within seven (7) calendar days of the Superintendent’s receipt of the grievance. The Superintendent or designee shall make his decision on the grievance and email it to the employee within five (5) calendar days of the informal hearing.

15.04 If not satisfied with the response at the Superintendent’s level, the grievant may, within seven (7) calendar days of the Superintendent’s response,

appeal the grievance by submitting a written request for arbitration to the Union, with a copy to be furnished to the Superintendent. The Union shall decide whether or not to file for arbitration. If the Union decides to proceed to arbitration, it shall mail a written request to the Federal Mediation and Conciliation Service, with a copy to be furnished to the Superintendent, for a list of seven (7) arbitrators. Such request must be made within five (5) calendar days of the grievant's request for arbitration. Either party may request that a second list of seven (7) names be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding. Employees that are subpoenaed to attend the hearing may do so without loss in pay.

15.05 This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.

15.06 General Provisions

- A. If a grievance is not filed or appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived or settled on the basis of the most recent disposition and any further appeal shall be barred.
- B. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.
- C. Meetings and arbitration hearings held under this procedure shall be scheduled so as not to interfere with the work obligations of unit members, unless otherwise mutually agreed.
- D. At any step of the procedure, except arbitration, the grievant may speak on his/her own behalf or choose to be represented by a designee of the Union; in any case, however, a designee of the Union may be present at each step of the procedure. At any

arbitration, the grievant must be represented by a designee of the Union.

- E. All grievance meetings and arbitration hearings shall be in private. No one other than those involved with the grievance shall be entitled to attend.

Article 16 – Overtime

- 16.01 All employees shall be paid 1-1/2 times their hourly rate for work performed in excess of forty (40) hours per week.
- 16.02 Work performed by an employee on a Sunday or holiday shall be paid at the rate of two (2) times their hourly rate.
- 16.03 Except in case(s) of emergency, overtime shall be offered on a rotating seniority basis, each year, within each classification among qualified employees. If overtime is refused, the offeree's name shall go to the bottom of the list. Employees shall be able to rotate through the seniority list regardless if it puts them into overtime.

Article 17 - Severance Pay

- 17.01 Each Employee retiring from the Greenville City School District, and who has been employed by the Greenville City School District for a minimum of ten (10) consecutive years at the time of retirement and who meets the qualifications for retirement set forth by the State Employees Retirement System, shall at the time of their retirement be compensated for the value of their accrued but unused sick leave as set forth below.
- 17.02 Severance allowance shall be the value of accrued but unused sick leave, limited to twenty-five percent (25%) of up to one hundred sixty (160) days of accrued sick leave.

Compensation shall be based on the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. The amount shall be paid in lump sum to the retiree within thirty (30) days of retirement.

Application for severance pay shall be made through the Office of the Treasurer on forms furnished by the School District. Documentation of retirement from SERS is required.

- 17.03 If an employee eligible for severance dies, severance pay will be made to the employee's estate as though the employee had left employment, in accordance with the above formula.

Article 18 - Hours of Work & Calamity Days

- 18.01 Employees shall work a schedule as determined by the Board. Bus drivers, crossing guards, and paraprofessionals shall work a 184-day schedule. Custodians, maintenance/maintenance assistant, mechanics, EMIS, and clerk positions shall be on a 260/261-day schedule. Secretaries shall be on a 217, 225, or 260/261-day schedule as determined by the Board.
- 18.02 All employees who work seven (7) hours or more shall receive a thirty (30) minute unpaid lunch break, except secretaries who work seven (7) hours or more shall receive a one hour unpaid lunch break.
- 18.03 In the event that the school district is closed due to a calamity, nine-month employees shall suffer no loss in pay, for the first five (5) calamity days. However, no such employee shall be paid for any additional days of work the District may make up, provided said make-up days do not require the employee to report for more days than required by his/her contract. If the district exceeds five (5) calamity days and chooses a remote or non-make-up option, the employee should report to work. If individual circumstances prevent reporting, the employee may choose to take an allowable absence (vacation or personal day) or a day without pay.
- 18.04 On calamity days, employees shall not report to work unless informed otherwise. Employees who are requested to report to work on the first five (5) days declared a public calamity shall be paid time and one-half their regular hourly rate for all hours worked. Employees shall be paid straight time for work on calamity days worked after five (5) calamity days.
- 18.05 Employees will be required to report to work after 5 calamity days on a schedule to be determined by the immediate supervisor, or designee, unless travel is prohibited by the appropriate authorities. After day 5, if there is a delay before cancellation, employees will operate on the delayed schedule.
- 18.06 On one or two-hour delay days, 260-day employees should report to work at their regularly scheduled time. In the event of a three-hour delay, employees must be at work one-hour later than their normal start time and their day will be extended by one hour.

Article 19 - Building Checks/Call-In

- 19.01 Building Checks. An employee required to make building checks on the weekends, holidays, and/or during inclement weather, etc., will receive a minimum of two (2) hours pay.
- 19.02 Call-In. Call-in Pay is payment for emergency work performed by an employee who has been called in to work at a time disconnected from the employee's normal work day. An employee who is called in to work will receive a minimum of two (2) hours pay.

Article 20 - Transportation

- 20.01 Route Assignment
Route assignments, open or vacated, will be posted by May 20th and awarded by the end of the school year. When a route opens after May 20th, the route will be posted, in accordance with Article 8, and any interested driver may apply for the route.
- All full-time bus routes will have a minimum route time of at least 5 hours. If the district requires the use of a part-time bus route (3 hours or less), that route will be paid at the lower number of hours, and not guaranteed 5 hours.
- 20.02 Pre-Trip Inspection and Warm-up
Drivers will conduct a pre-trip inspection and will warm up their buses each day. Drivers will complete and sign a daily pre-trip inspection form and submit it to the Transportation Supervisor on a daily basis. Drivers will receive fifteen (15) minutes of pay each day for these purposes.
- 20.03 Extra Trips
Extra trips are defined to mean trips which result from requests for school bus transportation submitted to the Transportation Supervisor, and include overnight trips.
1. Bus drivers assigned to extra trips shall receive a minimum of two (2) hours pay for each trip. Driver time beyond the two (2) hour minimum shall be for time worked.
 2. Field trips will be paid at the rate of \$15.00 an hour.
 3. Extra trips shall be available throughout the school year and shall be filled on a first-come, first-served basis so long as the extra trip does

not conflict with the driver's regular driving duties. Extra trip opportunities will be posted on the bulletin board and employees may sign-up for the extra trips by signing their names on the board. If more than one employee desires the same extra-trip, the employee who has the least number of extra-trip hours for the current quarter shall be awarded the trip. Ties will be broken by classification seniority. If a driver has driven an extra trip during the workweek (Sunday through Saturday) that put him/her over 40 hours for that week, then the driver is no longer eligible to sign-up for or drive any additional extra trips the remainder of that workweek, unless all other drivers, including substitutes, have declined the extra-trip. If a driver turns a trip back in after selecting a trip, the Transportation Supervisor may fill the trip with any driver.

4. Drivers will be offered the best available bus on overnight trips. If possible, the driver will stay at the same location as the students. Bus drivers will be provided a room and meals by the organization requesting the trip.

20.04

Miscellaneous

1. On-Board Instructors and the instructor of bus safety classes will receive 110% of their hourly wage while engaged in training of bus drivers and students.

2. On-Board Instructors will be permitted to attend Advanced Bus Driver training classes each year. They will be reimbursed for expenses of such training in accordance with Board policy, and compensated in accordance with the Fair Labor Standards Act.

3. Drivers shall be granted professional leave with pay for the purpose of statemandated bus driver recertification.

4. The Board will also reimburse the Bus Driver for the cost of the fee for renewing the commercial driver's license. If the employee leaves the employment of the district for reasons other than retirement prior to the expiration of the CDL, the employee shall return a prorated portion of the reimbursed fees to the district. The amount of the prorated repayment and the process for the repayment shall be determined by the district treasurer. Drivers shall be reimbursed 100% for the costs related to BCI/FBI background checks.

Article 21 - Paraprofessionals

- 21.01 If a teacher is absent and a para-professional is asked to supervise the classroom, the para-professional shall receive an additional \$3.00 per hour for the time spent supervising the classroom.

Article 22 - Maintenance/Custodial Employees

- 22.01 Shift Differential:
A shift differential of twenty-five (25) cents per hour will be paid to Maintenance/Custodial staff who work 2nd shift. A shift differential of fifty (50) cents per hour will be paid to Maintenance/Custodial staff who work 3rd shift.
- 22.02. Event Cleaning:
After weekend events, when a custodian is assigned by a supervisor for cleaning, there will be a two (2) hour minimum scheduled on a continuous rotating basis by seniority.
- 22.03 Snow Removal:
The Supervisor shall call each Maintenance/Custodial employee for overtime based on snow removal opportunities at their respective buildings.
- 22.04 Events that fall on the weekend and/or Holidays shall be offered to full-time custodial bargaining unit members, in the building where it applies first, before that work is offered to substitutes. By June 1 of each year, Custodians will be provided a form to either opt-in or opt-out from being offered weekend and/or Holiday events. Forms must be returned by July 1 and are valid for the fiscal year (July 1 – June 30). Any custodian who does not return the form by July 1 will be considered an opt-out and will not be called for events for that fiscal year. New custodial bargaining unit members will be given the form with new hire paperwork and must return the form within 2 weeks of their date of hire, or will be considered an opt-out for the remainder of that fiscal year.

Article 23 – Labor/Management Meeting

- 23.01 The Union and the Superintendent and/or his/her designee may meet quarterly with the representative of the Union, if requested by either party, at mutually convenient times to discuss matters of mutual concern outside of the negotiated contract. This group of employees shall be known as "Classified Advisory Committee" and shall consist of no more than four employees along with no more than four representatives of the Board.

Agendas will be exchanged prior to the meeting. Minutes of such meetings, if prepared, will be approved by both parties prior to distribution.

Article 24 – Miscellaneous

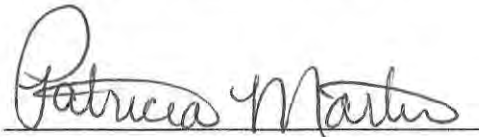
- 24.01 The Board and the Union will divide equally the cost of providing each Bargaining Unit Member, Administrator and Board member with a copy of this contract and any supplements thereto. Copies of the contract shall be distributed by the Union. Each party shall receive twenty-five (25) copies of the contract for its own use.
- 24.02 All employees shall be permitted to attend school district sponsored home athletic events at no charge, unless there are restrictions on attendance by the CDC, state, or local health department, Ohio Department of Education, or the Ohio High School Athletic Association.
- 24.03 Employees will not be responsible for finding substitutes. The AESOP or other similar system shall be used.
- 24.04 Employees shall not operate any equipment purchased by the Board until they are trained to do so.
- 24.05 Retired/rehired classified employees return at step 5, or with less than 5 years paid into SERS, they return to the last step they would have been on before retirement.
- 24.06 Classified staff willing to get their CDLs and drive a bus, as/when needed or as an additional permanent assignment, will have their normal scheduled hours adjusted and will be paid overtime as applicable by law.

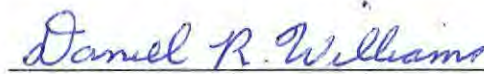
Article 25 - General Provisions

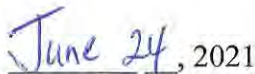
- 25.01 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

- 25.02 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practices, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- 25.03 Amendments may be made at any time by mutual agreement in writing.
- 25.04 This Agreement shall become effective on July 1, 2021 and remain in effect through June 30, 2024.

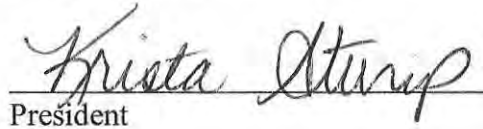
**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES**







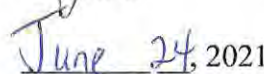
**GREENVILLE CITY
SCHOOL DISTRICT BOARD OF
EDUCATION**



President



Treasurer



Appendix A

Effective July 1, 2021

	EMIS	Treas Office	Principal/School Sec	Other Secretary	PP/Crossing Guard	Para Pro I	Para Pro II	Medical Spec	Cust	Main Asst.	Bus Drivers	Bus Mech
0	19.01	17.06	15.51	15.05	13.02	13.26	13.87	14.43	15.92	21.52	18.89	18.51
1	19.40	17.40	15.82	15.35	13.27	13.53	14.15	14.73	16.25	21.96	19.27	18.89
2	19.78	17.75	16.14	15.65	13.54	13.79	14.42	15.01	16.56	22.39	19.65	19.26
3	20.16	18.08	16.44	15.95	13.79	14.06	14.70	15.30	16.88	22.82	20.03	19.62
4	20.54	18.43	16.75	16.25	14.06	14.32	14.97	15.60	17.20	23.25	20.41	19.99
5	20.92	18.77	17.06	16.55	14.31	14.59	15.26	15.88	17.52	23.67	20.79	20.37
6	21.49	19.28	17.52	17.00	14.70	14.98	15.67	16.31	17.99	24.33	21.35	20.92
7	21.87	19.62	17.84	17.30	14.96	15.25	15.95	16.61	18.32	24.76	21.73	21.29
8	22.25	19.96	18.15	17.61	15.22	15.51	16.23	16.89	18.64	25.18	22.10	21.66
9	22.63	20.31	18.46	17.90	15.48	15.78	16.50	17.18	18.95	25.61	22.48	22.03
12	23.21	20.82	18.92	18.36	15.87	16.18	16.92	17.62	19.43	26.27	23.05	22.59
15	23.58	21.15	19.24	18.66	16.14	16.44	17.20	17.90	19.75	26.69	23.43	22.96
18	23.96	21.50	19.54	18.96	16.39	16.71	17.47	18.19	20.06	27.12	23.81	23.33
20	24.35	21.84	19.86	19.26	16.66	16.97	17.75	18.48	20.39	27.55	24.18	23.69

Appendix B

Effective July 1, 2022

	EMIS	Treas Office	Principal/School Sec	Other Secretary	PP/Crossing Guard	Para Pro I	Para Pro II	Medical Spec	Cust	Main Asst.	Bus Drivers	Bus Mech
0	19.39	17.40	15.82	15.35	13.28	13.53	14.15	14.72	16.24	21.95	19.27	18.88
1	19.79	17.75	16.14	15.66	13.54	13.80	14.43	15.02	16.58	22.40	19.66	19.27
2	20.18	18.11	16.46	15.96	13.81	14.07	14.71	15.31	16.89	22.84	20.04	19.65
3	20.56	18.44	16.77	16.27	14.07	14.34	14.99	15.61	17.22	23.28	20.43	20.01
4	20.95	18.80	17.09	16.58	14.34	14.61	15.27	15.91	17.54	23.72	20.82	20.39
5	21.34	19.15	17.40	16.88	14.60	14.88	15.57	16.20	17.87	24.14	21.21	20.78
6	21.92	19.67	17.87	17.34	14.99	15.28	15.98	16.64	18.35	24.82	21.78	21.34
7	22.31	20.01	18.20	17.65	15.26	15.56	16.27	16.94	18.69	25.26	22.16	21.72
8	22.70	20.36	18.51	17.96	15.52	15.82	16.55	17.23	19.01	25.68	22.54	22.09
9	23.08	20.72	18.83	18.26	15.79	16.10	16.83	17.52	19.33	26.12	22.93	22.47
12	23.67	21.24	19.30	18.73	16.19	16.50	17.26	17.97	19.82	26.80	23.51	23.04
15	24.05	21.57	19.62	19.03	16.46	16.77	17.54	18.26	20.15	27.22	23.90	23.42
18	24.44	21.93	19.93	19.34	16.72	17.04	17.82	18.55	20.46	27.66	24.29	23.80
20	24.84	22.28	20.26	19.65	16.99	17.31	18.11	18.85	20.80	28.10	24.66	24.16

Appendix C

Effective July 1, 2023

	EMIS	Treas Office	Principal/School Sec	Other Secretary	PP/Crossing Guard	Para Pro I	Para Pro II	Medical Spec	Cust	Main Asst.	Bus Drivers	Bus Mech
0	19.78	17.75	16.14	15.66	13.55	13.80	14.43	15.01	16.56	22.39	19.66	19.26
1	20.19	18.11	16.46	15.97	13.81	14.08	14.72	15.32	16.91	22.85	20.05	19.66
2	20.58	18.47	16.79	16.28	14.09	14.35	15.00	15.62	17.23	23.30	20.44	20.04
3	20.97	18.81	17.11	16.60	14.35	14.63	15.29	15.92	17.56	23.75	20.84	20.41
4	21.37	19.18	17.43	16.91	14.63	14.90	15.58	16.23	17.89	24.19	21.24	20.80
5	21.77	19.53	17.75	17.22	14.89	15.18	15.88	16.52	18.23	24.62	21.63	21.20
6	22.36	20.06	18.23	17.69	15.29	15.59	16.30	16.97	18.72	25.32	22.22	21.77
7	22.76	20.41	18.56	18.00	15.57	15.87	16.60	17.28	19.06	25.77	22.60	22.15
8	23.15	20.77	18.88	18.32	15.83	16.14	16.88	17.57	19.39	26.19	22.99	22.53
9	23.54	21.13	19.21	18.63	16.11	16.42	17.17	17.87	19.72	26.64	23.39	22.92
12	24.14	21.66	19.69	19.10	16.51	16.83	17.61	18.33	20.22	27.34	23.98	23.50
15	24.53	22.00	20.01	19.41	16.79	17.11	17.89	18.63	20.55	27.76	24.38	23.89
18	24.93	22.37	20.33	19.73	17.05	17.38	18.18	18.92	20.87	28.21	24.78	24.28
20	25.34	22.73	20.67	20.04	17.33	17.66	18.47	19.23	21.22	28.66	25.15	24.64