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NEGOTIATED AGREEMENT

Between The

GREEN LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

And The

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO**

AND ITS LOCAL #752



OAPSE/AFSCME Local 4/AFL-CIO

JULY 1, 2022 – JUNE 30, 2025

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ARTICLE 1 - RECOGNITION

A. Recognition of the Association

The Green Local Board of Education, hereinafter referred to as the School Board or Board recognizes the Green Local OAPSE Association, hereinafter referred to as the Association, as the sole negotiations representative of the classified employees including custodians, bus drivers, cooks, part-time food preparer, maintenance, secretaries, bus mechanic, teacher aides and auxiliary position, employed under a regular written contract. Such sole representation of the specified bargaining unit shall be limited by both parties to salaries, hours and/or terms and conditions of employment. Substitutes, principals, assistant principals, administrators, treasurer and assistant treasurer, superintendent's secretary, cafeteria manager, maintenance supervisor and EMIS/Registrar are specifically excluded from the bargaining unit.

B. Recognition of the Board

The Association recognizes the School Board as the locally elected body charged with the establishment of policies for public education in the Green Local School District and as the employer of all personnel of the school system.

C. Recognition of the Superintendent

The Association and the School Board recognizes the Local Superintendent as the chief executive officer and the primary professional adviser of the Board and who, as such, shall participate in the negotiation process.

ARTICLE 2 - NEGOTIATIONS

A. Negotiable Items

Matter pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are the items considered negotiable.

B. Initiation of Negotiations

Negotiations shall be initiated not later than ninety (90) days nor more than one hundred twenty (120) days prior to the ending of the terms of the previous contract by written notification of one party to another requesting to enter into negotiations.

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the School Board. Requests from the School Board will be made in writing to the President of the Association. Requests for meetings shall contain a description of the items for negotiations.

C. Negotiation Meetings

The requests for negotiations shall contain a suggested time and date for the first negotiation session. A mutually agreed upon time will be reached by the designated negotiations teams for the Board and designated representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Meetings may be held

during hours in which school is in session. Such meetings shall be in executive sessions. Bargaining unit employees designated as negotiators and participating in negotiations will be granted paid release time when meetings are scheduled during work time.

D. Negotiators

The School Board and the Association shall each designate five (5) negotiators for that period of time necessary to resolve issues related to negotiable items. Observers may be admitted upon mutual agreement of both teams. Either party may call upon professional and lay representatives to consider matters under discussion and to make suggestions. Necessary clerical assistance shall be permitted to be present. The expense of such consultants or clerical assistance shall be borne by the party requesting them.

Each team shall designate one chief spokesperson who shall make verbal response for the team members and be responsible for initialing any tentatively agreed items.

- E. At the first negotiations session, mutually accepted guidelines shall be established. Following this, the Association shall submit their proposals. The Board shall submit their proposal at the same meeting. Negotiations shall proceed until a tentative agreement is reached on a contract. Both parties expressly affirm that items subject to negotiation must be identified in the initial exchange of issues.

Both parties shall agree to a time, date and place for the next negotiations session.

F. Agreement

If tentative agreement is reached on these matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association and the School Board for ratification. If ratified by the Association, said written memorandum of understanding between parties shall then be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full membership of the Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

The resulting agreement shall be binding on both parties and, when necessary, the provisions shall be reflected in individual contractual terms.

Should either party fail to ratify the contract then the parties shall proceed with the settlement of dispute procedures.

ARTICLE 3 - IMPASSE PROCEDURE

Federal Mediation

- A. After at least three (3) bargaining sessions have been held, but no agreement has been reached, either of the parties shall have the option of declaring impasse.
- B. If the impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

- D. The mediator has no authority to recommend or to bind either party to any agreements. If one session of mediation is unable to produce an agreement, contractual impasse as defined in O.R.C. 4117 has been reached.
- E. Any costs related to the mediator's services above those provided by state and federal agencies will be shared equally by the negotiating parties.

ARTICLE 4 - ORGANIZATIONAL RIGHTS

- A. Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliates or parent organizations shall have the following rights:
 - 1. The building representatives of the Association in each individual school will have the use of bulletin board space designated by the principal for Association business.
 - 2. The Association President shall be provided all agendas, minutes, and other information generally provided the public and made available to Board members no later than the time of public distribution. Upon request, the Association President and his/her designee shall be informed of any agenda changes.
 - 3. Association announcements may be made on school building public address systems in accordance with established procedures.
 - 4. Representatives may make announcements at the end of school faculty meetings.
 - 5. Association use of the school building will be in accordance with established School Board policy.
 - 6. With the permission of the individuals involved, names and addresses of newly employed staff members shall be provided to the Association following Board approval of their contracts.
 - 7. The President of the Association and/or a designee and/or the consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the principal or in his/her absence the acting building administrator, permission to make the visit.
 - 8. The visitation time desired will not interfere with normal duties of the member to be contacted.
 - 9. The Board will provide copies of the final ratified contract sufficient in number for all bargaining unit members. These copies will be distributed by the building representatives.
 - 10. The Board shall provide the Union President with an updated seniority list upon request.
 - 11. The Board shall notify the Union President of all newly hired employees and permit him/her to meet with the new employee within the first ten (10) work days to discuss membership in the Union. Such meetings shall not last more than 15 minutes and shall not interfere with the normal operations of the District.

ARTICLE 5 - BOARD MANAGEMENT RIGHTS

- A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights and authority vested in it by laws, and the rights of an employer to manage the schools under its direction.
- B. These rights include: the right to manage and control school properties and facilities; select, assign and direct personnel; determine, manage and control the school curriculum; relieve employees from duties; take such action as it deems necessary to maintain efficiency in the operation of the school system; determine the methods, means and personnel by which the functions of the school district will perform; and to adopt, modify, discontinue and enforce rules, policies and procedures for performance, discipline and safety.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance shall mean a complaint in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
- 2. Days, as used in this procedure, shall be work days exclusive of negotiated or federally recognized holidays.
- 3. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. A group grievance shall have arisen out of identical circumstances affecting each member of said group.

B. Statement of Policy

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Provisions

- 1. An individual grievance shall be initiated by the person so aggrieved.
- 2. A group grievance may be initiated by the Association for an alleged violation that affects and is signed by at least two (2) or more employees within the bargaining unit.
- 3. All alleged violations should first be discussed informally with the grievant's immediate supervisor prior to the initiation of the grievance procedure.
- 4. A grievance shall be reduced in writing and include:
 - a. The provision of this Agreement that has been violated, misapplied or misinterpreted.
 - b. A statement of the facts concerning the alleged violation.
 - c. The relief sought.

- d. The date of informal discussion.
- e. Date of initiating the procedure.
- f. Signature(s) of the grievant(s).

D. Time Limits

The number of days specified at each level shall be the maximum. The time limit specified may only be extended by written agreement of the parties.

E. Procedure

Level One - Supervisor

If the grievance is not resolved informally, the grievant shall file a written grievance within ten (10) working days of the occurrence of the act or condition upon which the grievance is based or the grievance shall be considered waived. A meeting shall be mutually agreed upon between the aggrieved and his/her immediate supervisor, as defined in Board policies, within five (5) working days of the filing of the grievance. Either the aggrieved or the supervisor may have present, such people who may provide information related to the grievance. Within five (5) working days after this meeting the supervisor or administrator will issue their decision in writing.

Level Two - Superintendent

If the grievant is not satisfied with the recommended resolution of the grievance received in Level One, the grievant may, within five (5) working days of receipt of such written response, submit his/her written grievance to the Superintendent or designee and request a meeting to discuss the grievance. The meeting shall be within five (5) working days of the request.

The meeting shall be conducted in a manner as described in Level One. Within five (5) working days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and recommendation for resolution of the grievance.

Level Three - Board of Education

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, he/she may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) days from the receipt of the written memorandum of the Superintendent shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. The Board shall act upon such appeal within forty-five (45) days. The Board shall meet with the grievant to review such grievance in executive session, or give such other consideration, as it shall deem appropriate. The written disposition of the Board shall be made to the employee and Local President within five (5) working days of the meeting.

Level Four - Mediation

Grievances of a non-precedential nature or suspensions of five (5) days or less may be appealed by the Association to grievance mediation with fifteen (15) working days of the answer given. The grievance mediation will be conducted under federal mediation conciliation services (FMCS) rules for grievance mediation before a federal mediator from FMCS. Grievance resolutions in

mediation are non-precedential, and may not be cited as precedent in future or the same grievance(s). The union may appeal unresolved grievances within fifteen (15) working days from the close of mediation to step five.

Level Five - Arbitration

If the grievant is not satisfied with the disposition at Level Three or if the issue is not resolved at Level Four, then they may initiate this Level Five procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving notice to the Superintendent and/or the Board of its desire to do so. The arbitrator shall be chosen from a list provided by the Federal Mediation and Conciliation Service. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogative involving Board discretion nor limit or interfere in any way with the powers, duties and rules and regulations having the force and effect of law. The costs for arbitration shall be shared equally by the Board and the Association.

F. Other Complaints

A) Definitions

An "other complaint" shall mean a complaint that is serious to the Association or a member, but does not rise to the level of a formal grievance.

B) Statement of Policy

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions, to problems that may arise, in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level.

C) Procedure

All complaints, not arising to the level of a formal grievance, shall be presented through the proper channels as proscribed by Board policy or beginning with the party's least senior supervisor and progressing to each successive least senior supervisor until reaching the Superintendent. If the complaint is not resolved by the supervisors it may be presented to the Board, but only at a scheduled Board Meeting and only in executive session.

ARTICLE 7 - LAYOFF AND RECALL

- A. If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, due to the return to duty of a regular employee after a leave of absence or other

assignment or for financial reasons, abolishment of positions, lack of work or consolidation of schools, the following procedure shall govern.

B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation which shall be in accordance with the following procedure:

1. All members of the bargaining unit will be placed on a seniority list for each job classification. Employees serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Those serving under limited contracts will be placed on the list under continuing contract employees, also in descending order of seniority. Part time employees shall be laid off before full-time employees.

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

- | | |
|----------------|----------------------------|
| A. Custodians | E. Secretaries |
| B. Bus Drivers | F. Bus Mechanics |
| C. Cooks | G. Teachers' Aides |
| D. Maintenance | H. Auxiliary |
| | I. Part-time Food Preparer |

3. Seniority will be defined as the length of continuous service as an employee under regular contract in this District.

a. Board approved leaves of absences, such as military leave and disability leave, will not interrupt seniority, but time spent on other type leaves shall not count toward seniority.

b. If two or more employees in the same job classification have the same length of continuous service, seniority will be determined by:

- i. the date of the Board meeting at which the employee was hired, And then by:
- ii. the date the employee signs his/her initial employee contract in the District, and then by;
- iii. any remaining ties will be broken by lot.

4. Recommended reductions in a job classification will be made by selecting the lowest person on the seniority list for that classification who is currently assigned to a position in that field. The Board shall determine in which classifications the layoffs should occur and the number of employees to be laid off.

5. Factors other than seniority and contract status, such as training and experience, may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or educational goal that could not be met by strict adherence to seniority and contract status.

C. The names of employees whose contracts are suspended in a reduction in force will be placed on a recall list for up to 18 months from the date of reduction. Thereafter, employees shall lose their right to recall. Employees, while on the recall list, will have the following rights:

1. No new persons will be employed by the Board while there are employees on the recall list who were previously serving in the classification of the vacancy.
 2. Employees on the recall list will be recalled in order of seniority for vacancies in areas from which they were laid off.
 3. If vacancy occurs, the Board will send a certified announcement to the last known address of all employees on the recall list. It is the employee's responsibility to keep the Board informed of employee's current address. All employees are required to respond in writing to the District Office within seven (7) working days. The most senior employee in the laid off classification responding will be given the vacant position. If no one in the classification responds to the opening, the most senior qualified employee on layoff would be given the vacant position. Qualifications will be determined by using such factors as training and experience. Employees who do not respond within seven (7) working days, shall not be considered for the position for which they are being notified.
 4. An employee 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 schedule placement as he/she enjoyed at the time of layoff.
 5. Employees who are laid off in a particular classification and who have at least one year (120 days) of employment experience with the Board while employed under a contract in another classification, shall have their names added to the other employment classification seniority list and shall be permitted to bump into that classification if their District wide seniority is greater than the least senior person then employed in that classification, unless the Superintendent is able to clearly demonstrate that the least senior person should be retained to achieve a fiscal or educational goal. The one year (120 days) of employment experience must be obtained while the member is actually in the classification, not while in another classification and performing work out of his or her own classification.
- D. The parties agree that these procedures apply only to the suspension of contracts under or for financial reasons, abolishment of position, lack of work or consolidation.

ARTICLE 8 - WORK CALENDAR

- A. All employees shall be granted the pay specified in the salary notice issued by the Treasurer of the Board in accordance with the negotiated salary.
- B. All employees shall work the hours and dates as specified in the work calendar for their job description and classification.
- C. All employees shall receive pay for all legal holidays in the employee's work week, as specified in the work calendar.
- D. Work calendars shall not conflict with the Negotiated Contract.

ARTICLE 9 - AUTHORIZED PAYROLL DEDUCTIONS OF ORGANIZATIONAL DUES AND/OR FEES

- A. Deduction of dues and/or fees may be authorized for payroll deduction to the Treasurer by the employee for the following:

- A.1 OAPSE Dues
- A.2 Health Insurance
- A.3 Annuities (minimum of five employees per annuity)
- A.4 Credit Union
- A.5 Any other voluntary deduction authorized by the employee

All deductions for organization dues shall be handled as a credit union deduction and forwarded to the State Association from the credit union on a regular monthly basis along with a list of those from whom deducted.

Association dues deductions shall be authorized to the Treasurer of the Board. Dues shall be collected in equal installments over a period of twelve (12) months.

- B. All employees shall be paid bi-weekly. The bi-weekly pay will be calculated by dividing the total annual salary by 26. Any extra duty pay or overtime will be paid on the last pay of each month.
- C. All members of the bargaining unit who are not members of the Association and its Local Chapter #752 shall pay to the Association a fair share fee as a condition of their continued employment with the Green Local School District. Such fair share fee shall not exceed dues paid by members of the Association and its Local Chapter #752.

The Association shall notify the Board of the fair share fee amount and of any changes in the amount of dues deductions, and shall provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy.

Fair share fee shall be deducted through the payroll deduction in the same manner as dues deduction, except that written authorization for fair share fee is not required. Both dues and fair share fees shall be forwarded to the State Association with notices of names, addresses and amounts.

- D. The authorization for payroll deduction of dues or fees shall be continuous, prorated as necessary and shall be revocable only in accordance with the signed membership application.
- E. All new employees must participate in the direct deposit program. If a payday falls on a holiday, the deposit will be made the prior day.

ARTICLE 10 - PEOPLE DEDUCTION

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organization 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.

ARTICLE 11 - NO STRIKE CLAUSE

The Association and the School District agree fully that the primary mission of both parties is the education of the District's children. Accordingly, the Association, its agents and members agree that there will be no strike, no work stoppage or refusal to enter upon any District premises during normal work hours during the term of this Master Agreement.

ARTICLE 12 - SICK LEAVE

- A. Each full-time member of the bargaining unit shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the Board, to be advanced at the beginning of the school year, but earned at the rate of one and one-fourth (1.25) days per month.
- B. Upon approval of the building principals or Superintendent, employees may use sick leave for absences due to:
 - 1. Personal illness, illness due to pregnancy or personal injury.
 - 2. Exposure to a contagious disease, which could be communicated to other employees and children.
 - 3. Illness, or injury or death in the immediate family. (Immediate family is defined to mean: husband, wife, father, mother, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, son, daughter, stepson, stepdaughter, grandchildren, step-grandchildren, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, spouse's grandparents or other relatives if living in the bargaining unit member's legal residence.)
- C. Upon return from sick leave, the bargaining unit member shall furnish a written, signed statement on Board prescribed sick leave forms specifying for which of the above reasons the sick leave was used. If medical attention was required, the member shall state the name and address of the attending physician and date(s) on which the physician was consulted.
- D. The Board, through its administrators, and the bargaining unit members shall abide by all applicable terms of the Family Medical Leave Act of 1993 and the official interpretation thereof, regulations and amendments thereto.

The Board, through its administrators, may exercise all permissible rights granted by said act, interpretations, regulations and amendments.

The Board shall not be obligated by this Article to pay for fringe benefits in excess of that required by the Family Medical Leave Act of 1993.

For purposes of this section, "12-month period" is defined as the "12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

- E. Unused sick leave shall be cumulative up to 275 days.

- F. The transferring of unused sick leave from one governmental agency to Green Local School District shall be in accordance with the O.R.C.
- G. Falsification and/or misuse of sick leave shall be grounds for suspension without pay and/or termination, and/or reprimand.
- H. Each bargaining unit member will be granted a bonus of \$200.00 for each nine weeks (or quarter for 12-month employees) for perfect attendance. Perfect attendance means no regular work days missed for any reason except paid holidays, vacation days (for 12 month employees) and/or personal days. Any employee with perfect attendance for the entire year will receive an additional \$200.00 bonus.

For example:

| <u>9-mo. or 10-mo. employees</u> | <u>12 mo. employees</u> | |
|---|--|----------------------|
| <u>1st 9 weeks no sick leave used</u> | <u>1st quarter (July-Sept) no sick leave used</u> | <u>=\$200</u> |
| <u>2nd 9 weeks no sick leave used</u> | <u>2nd quarter (Oct- Dec) no sick leave used</u> | <u>=\$200</u> |
| <u>3rd 9 weeks no sick leave used</u> | <u>3rd quarter (Jan-March) no sick leave used</u> | <u>=\$200</u> |
| <u>4th 9 weeks no sick leave used</u> | <u>4th quarter (April-June) no sick leave used</u> | <u>=\$200</u> |
| <u>Total Potential bonus</u> | | <u>\$1000</u> |

- I. Sick leave utilized in the case of the death of a member of the employee’s immediate family for a maximum of three (3) days per school year shall not affect the Sick Leave Bonus.
- J. All leaves covered in this section, including those covered under the FMLA, will run concurrently.

ARTICLE 13 - WAGES

- A. Base compensation will remain at current levels for the 2021-2022 school year. Base compensation will increase by 2% for the 2022-2023 school year. Base compensation will increase by 2% for the 2023-2024 school year.
- B. Maintain the Me Too clause in reference to additional salary increases received by Central Office staff or Teachers. Once newly hired, Central Office staff or Building Principal salary have been set, any increase in salary shall fall under the Me Too. This provision shall not apply to the Central Office staff or Teachers receiving any reciprocal bonus described in Paragraph A above. If any other employee of the district receives a higher bonus during the term of this contract, the bargaining unit employees shall receive the difference between the two bonus amounts.

The parties agree to reopen negotiations in the third year of the contract for wages only.

ARTICLE 14 - FRINGE BENEFITS

- A. Life Insurance- \$20,000 Board Paying Premium
 \$20,000 Optional for Employee Payment
- B. SERS Pick-Up- As currently handled

C. Dental Plan- Provides premium and standard plans

90% Board Paid

10% Employee paid

D. Health Insurance

1. The Board shall provide the Health Insurance plan provided by the Council of Government - Scioto County Health Plan.
2. The Health Insurance Premium Cost will be shared with the Board for SHP1 paying ninety percent (90%) and bargaining unit employees paying ten percent (10%); for SHP2 the Board paying ninety-five percent (95%) and the bargaining unit employee paying five percent (5%).
3. During the duration of this contract, all employees eligible for Health Insurance and employed by the Board who choose to withdraw by October 10th or remain withdrawn from the Health Insurance Plan will be paid a taxable bonus, no later than December 31st of each contract year.

The taxable bonus shall be as follows:

- a. Classified Employee eligible for a single plan Health Insurance-\$1,000.00
- b. Classified Employee eligible for Family Health Insurance with two (2) covered persons - \$1,750.00
- c. Classified Employee eligible for Family Health Insurance with three (3) or more covered persons- \$2,000.00

Employees not on the health insurance plan or those who withdraw from the plan shall not be permitted to join the plan for a period of six (6) months unless their spouses plan becomes unavailable. Any employee whose spouse's plan is terminated may join the plan immediately or within thirty (30) days. If any employee is paid a taxable bonus for withdrawing or remaining of the Health Insurance plan provided, before the six (6) months grace period, the Board reserves the right to assess the employee, by payroll deduction a specified amount to recover the taxable bonus in full. Said recovery shall be made in equal amounts over the remaining pay periods of the school year.

4. A \$250.00 bonus will be paid each year, during the duration of this contract, to each bargaining unit member, who is eligible to be insured under a family plan, but who is insured under a single plan, and to each, who is insured under a family plan and, in spite of their continued eligibility to remain on the family plan, moves to a single plan by October 10th of the contract year. Said employees must also have continued to be eligible for a family plan and remain on a single plan for 6 months or more. The Board shall recover the bonus paid from any member who either loses eligibility for the family plan or returns to the family plan before reaching the six month period. Said recovery shall be made in equal amounts over the remaining pay periods of the school year.
5. The Board will take all lawful steps required to establish a cafeteria benefit plan as permitted by, and subject to, the provisions of Section 125 of the Internal Revenue Code.

E. Vision Insurance - The Board agrees to pay 100% of the cost of eyeglass protection plan for all bargaining unit employees.

The protection plan shall be Plan C; lenses and frames every 12 months. Deductibles include \$10.00 for exams and \$25.00 for frames.

- F. Severance Pay - Upon retirement, non-certified personnel shall be entitled to receive remuneration or unused sick leave according to the following:
 - 1. The amount to be paid retiring non-certified personnel shall be determined by multiplying the number of days of accumulated sick leave by the daily rate of up to one-fourth of the unused or a maximum of 65 days.
 - 2. The daily rate of pay shall be calculated by dividing the employee's annual salary rate at the time of retirement by the number of days in their contractual year.
- G. The Board will replace uniforms for the cafeteria employees on an as needed basis due to excessive wear, tear, stain or due to weight loss or gain. Each year that a bargaining unit employee does not receive a replacement uniform, they will instead receive a fifty dollar (\$50.00) bonus payable on the last payroll of the school year. The Board will supply 5 new uniforms to all new employees.
- H. Upon receipt to the Board Treasurer, the Board shall reimburse cooks and custodians up to a maximum of forty dollars (\$40.00) each school year for non-skid shoes.

ARTICLE 15 - SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board agrees with the Green Local OAPSE Association to SERS pick-up utilizing the salary reduction method contributions to the School Employees Retirement System paid upon behalf of the employees (at no cost to the Board) in the bargaining unit under the following terms and conditions:

- A. The amount to be picked-up on behalf of each employee shall be the percentage allowed by the School Employees Retirement System, of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount picked-up by the Board for the purpose of state and federal tax only.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit and shall become effective immediately, provided all forms and resolutions are okay by the SERS.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer's pick-up.
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in an employee's contract).

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.

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 Agreement shall be declared null and void.

ARTICLE 16 - VACATIONS

- A. Pursuant to the requirements in Article 16, Section C
 - a. All 12-month employees are entitled to and shall be granted, upon request, two (2) weeks' vacation with pay each school year, for the first five (5) years of service.
 - b. All 12-month employees are entitled to and shall be granted, upon request, three (3) weeks' vacation with pay each school year, for each year after five (5) up to and including twenty (20) years.
 - c. All 12-month employees are entitled to and shall be granted, upon request, four (4) weeks' vacation with pay each school year, for each year after twenty (20) years.
- B. All 12-month employees are permitted to carry over thirty (30) days' vacation into the next year.
- C. Except in cases of an emergency, vacation shall be requested and agreed upon by the employee's supervisor ten (10) calendar days in advance.

ARTICLE 17 – CALAMITY/VIRTUAL INSTRUCTION DAYS

- A. All non-teaching employees not required to work shall be paid their regular rate of pay for all days or parts of a day when schools in which they are employed are closed during their work hours due to an epidemic or other public calamity up to five (5) days. Employees required to work on a calamity day shall be compensated at a rate of 1 and 1/2 times the regular hourly rate for all time worked.
- B. Employees shall be paid their regular rate of pay for all hours spent in excess of their contracted days/hours and all hours worked on makeup days.
- C. Employees shall be required to report on Virtual Instruction days called for non-weather/road condition events. Employees who do not report must take allowable paid-time-off or fall under discipline in Article 25.
- D. Employees are not required to report on Virtual Instruction days called for weather/road conditions.
 - a. Employees who report will be credited a day of service.
 - b. Employees who do not report after the 5 calamity days are not excluded from the requirements in Article 8B.

ARTICLE 18 - BUS MECHANIC

- A. The bus mechanic shall be required to furnish his/her own hand tools.
- B. The bus mechanic shall turn into the Board broken or worn out tools and the Board will replace them. If tools are purchased, the mechanic shall have prior approval and show receipts for the purchase of such tools.
- C. The Board shall purchase and maintain necessary safety equipment for the garage.
- D. The Board shall purchase and maintain shop equipment.

ARTICLE 19 - FREE ADMISSION TO SCHOOL ACTIVITIES

- A. Parties agree that the current policy of free admission to school functions for all regularly employed personnel and their spouse shall become a part of this Contract.
- B. Each school employee will be permitted to use the high school cafeteria dining area for personal activities two (2) times per school year (July 1 - June 30) provided that the following guidelines are adhered to:
 - 1. A two (2) week notice is given to school administrators prior to the date as the scheduled request (for scheduling purposes).
 - 2. Each school employee must sign the school district's Facility Use Contract when requesting the school facility.
 - 3. Failure to comply with the Facility Use Contract will forfeit a school employee from future free use of the school facility.
 - 4. Activities scheduled under this Article shall comply with Federal, State, Local, and School policy. Failure of compliance will forfeit free use or any use of the school facility.

ARTICLE 20 - REPORT PAY

In the event an employee is required or requested to report other than his/her normal schedule, he/she shall be paid at least two (2) hours pay at his/her applicable rate of pay.

ARTICLE 21 - CLASSIFICATION PAY

The Board agrees that if any employee is requested to and does perform work normally performed by an employee holding a higher classification, that such employee shall receive the rate of pay normally paid the higher classified employee.

ARTICLE 22 - OVERTIME

- A. All hours actually worked over forty (40) in one work week shall be paid at the rate of time and one-half (1.5) the employee's regular rate of pay. Employees shall take either the pay for overtime or take compensatory time off in lieu of monies earned in overtime. Compensatory time off will be taken at the appropriate rate of overtime.
- B. In the event the board chooses not to utilize a substitute for covering the work load of an absent employee, bargaining unit employees who are required to perform the duties of the absent employee in addition to the duties assigned by their supervisor shall receive an additional forty dollars (\$40.00) for the work day. To be eligible to receive the additional \$40.00, employees other than bus drivers must work a minimum of half a day. Bus drivers are eligible to apply for the additional \$40.00 if they run at least one additional bus route outside their regularly scheduled duties that day.

ARTICLE 23 - HOLIDAY

- A. Twelve (12) month employees will have the following paid holidays.
 - 1. New Year's Day

2. Martin Luther King Day
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve Day
10. Christmas Day

B. Nine (9) month employees will have the following paid holidays.

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

C. If the holiday falls on a Saturday, the preceding day (Friday) shall be the holiday.

D. If the holiday falls on Sunday, the following day (Monday) shall be the holiday.

E. Any classified employee required to work on a holiday shall receive double time.

F. An exception to the above would be made if a school make-up day is scheduled on a holiday in which case the employee shall receive straight time.

ARTICLE 24 - BUS DRIVERS

A. Normal working hours for regular drivers shall be five (5) hours per day.

B. Each driver shall be paid for all time that is spent on their bus including dead head, breakdown, and maintenance time.

C. The Board will pay for school bus driver's CDL license renewal. Bus drivers will need to bring verification of payment of CDL renewal fees to the treasurer's office for reimbursement.

D. The Board will pay thirty five dollars (\$35.00) to those school bus drivers randomly selected for drug and alcohol testing as required by law. School bus drivers must submit verification of testing to the treasurer's office for reimbursement.

E. Extra Trip Policies:

1. All field trips and extra trips shall be offered to regular bus drivers on a rotating basis before they are offered to substitute bus drivers.
2. Extra trips shall be assigned by the seniority of the bus drivers who sign up to take extra trips. Such assignments shall rotate from the top to the bottom of the seniority list.
3. Payment for extra trips shall be paid at the driver's regular hourly rate of pay for all hours spent on trip.

- F. The Superintendent shall have the right to assign the least senior driver to an extra trip after all bargaining unit drivers and all substitute drivers have been offered the trip.
- G. Drivers shall be paid a minimum of two (2) hours at the bus driver's regular rate of pay show up pay when extra trips are cancelled.
- H. Drivers shall be reimbursed up to thirty dollars (\$30.00) per day for overnight trips and up to fifteen dollars (\$15.00) per day for trips over 8 hours for meals, upon receipt to the Board Treasurer.

ARTICLE 25 - DISCIPLINE

During the course of this agreement, problems may arise that could lead to disciplinary action.

- A. When necessary, discipline shall be imposed on employees for just cause. Discipline shall be progressive in nature, unless an offense is serious enough to merit a higher form of discipline. Forms of disciplinary action are:
 - 1. Oral reprimand.
 - 2. Written reprimand.
 - 3. Suspension. (For the purpose of this section, the term "suspension" shall include with/without pay.)
 - 4. Termination.
- B. Except in the case of termination, disciplinary action shall consist of a course designed to improve the quality of the regular employee. Disciplinary actions shall be done in private. Grounds for disciplinary action include, but are not limited to: violation of written rules and regulations of the Board, incompetency, inefficiency, dishonesty, drunkenness, substance abuse, immoral conduct, conviction of a violation of the law that negatively impacts the operations or public image of the District, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, or nonfeasance.
- C. Disciplinary action taken more than three (3) years prior to the current school year shall not be used as prior offenses.
- D. The employee's personnel file shall be available, during working hours, for inspection upon request of such employee. Said employee shall not be permitted to remove any document or record from such file, but shall be provided copies of any materials contained therein upon payment of costs and reproduction.
- E. When the Superintendent or Board seeks imposition of a suspension or termination, notice of such discipline shall be made in writing and served in person or by mail upon the employee. The notice shall include:
 - 1. The charge(s) against the employee.
 - 2. The proposed penalty.

3. The right to representation by a co-worker or union steward or Union Business Representative.

F. Short-term suspensions for a definite period of time (three [3] days or less) shall be effectuated by the Superintendent. These forms of discipline do not require any Board action. At the hearing before the Superintendent, the employee will be given opportunity to give his/her explanation of the violation(s), and the Superintendent will explain the Administration's evidence. After the hearing, the employee will be given the Superintendent's written decision regarding the discipline, either in person or by certified mail and a copy to the association president.

G. Issuance of longer-term suspensions (for a definite period of time that is greater than three [3] days or for an indefinite time period pending probable removal) and terminations shall be effectuated by the Superintendent with later formal Board action. At the hearing before the Superintendent, the employee will be given an opportunity to give his/her explanation of the violation(s), and the Superintendent will explain the Administration's evidence. After the hearing, the employee will be given the Superintendent's written recommendation regarding the discipline, either in person or by certified mail and a copy to the association president. The recommended discipline will be instituted pending final review by the Board.

At the next scheduled Board meeting, the employee will be given the opportunity to appear informally (in executive session) before the Board to explain why the Superintendent's recommendation should not be followed. The Superintendent will explain his/her evidence to the Board. Both the employee and Superintendent may address the Board while in executive session. The Board, by majority vote, will render its decision to accept, reject, or modify the Superintendent's recommended discipline. The Board's written disciplinary decisions will be served upon the employee either in person or by certified mail and a copy to the union president within five (5) calendar days.

H. Written reprimands, suspensions and terminations are grievable through all levels of the grievance procedure. An oral reprimand may be grieved only through Levels One, Two, Three and Four of the grievance procedure. An employee may attach a written rebuttal to any and all forms of disciplinary actions.

I. An employee may request union representation at all levels of the discipline, including the investigatory interview.

ARTICLE 26 - PROFESSIONAL LEAVE

A. Professional leave is defined as meetings of a relative short duration such as: conferences, workshops, seminars, and may include visitations to other schools.

B. Members of the bargaining unit may be granted professional leave if the request meets the following criteria:

B.1 directly related to their assigned professional duties;

B.2 designed to improve the individual's professional performance in his/her assigned duties;

B.3 is approved by the Superintendent or, where appropriate, the School Board in advance.

C. Request for professional leave must be submitted to the Superintendent or designee in time to be placed on the next Board meeting agenda (noon, three [3] work days before the regular Board meeting).

- D. Reimbursement for reasonable expenses excluding non-member fees and non-related expenses for transportation, lodging, meals and registration fees may be authorized if submitted for on Board prescribed forms for approval and provided the individual produces the appropriate receipts to the Board Treasurer. Requests for professional leave may be evaluated on the basis of specific appropriation requests.
- E. The Board will have final approval on all requests.
- F. Attendance shall be required at the professional meetings for which professional leave has been granted.
- G. Attendance shall not exceed three (3) days of the school year unless special permission is granted by the Board.
- H. A brief written report covering the important topics discussed, new ideas learned, etc., shall be submitted to the Board at the next regular meeting after the professional meeting attendance.

ARTICLE 27 - CHILD CARE LEAVE

- A. The Board shall grant an unpaid leave of absence up to 12 weeks per 12-month period measured forward from the date the employee's first leave began for child care related reasons. The employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date Child Care leave is taken. The next 12-month period would commence the time Child Care leave is taken after completion of any previous 12-month period. The purpose of such leave of absence shall be to provide the bargaining unit member with the opportunity to care for a newborn child, or an adopted infant under three (3) years of age. If the leave commences prior to the close of the first school semester, the leave shall extend for the remainder of that school year only. If the leave commences during the second school semester, the leave shall extend for the remainder of that school year if requested and for the following school year as well.
- B. At the discretion of the Board, the employee may be allowed to return to duty at an earlier date if he/she so requests and the Board approves such request. Written application for leave under this provision shall be made on Board prescribed forms to the Superintendent at least thirty (30) days prior to the requested commencement date of such leave.

The applicant shall state the purpose of the leave, the period of time involved, and a signed statement regarding the need for such leave. The Board may, at its discretion, grant an extension to an individual on leave, if so requested.

- C. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments, with the exception of an increment due to an individual who returns from leave and worked at least one hundred twenty (120) days in the year prior to commencing such leave.
- D. Upon return to service in the District, the individual shall be restored to his/her former position, if possible, or to one of comparable status. This provision shall not preclude the Superintendent's rights or authority to direct and assign as per O.R.C. 3319.01.
- E. When applicable, the Board, through its administrators, and the bargaining unit members, shall abide by all applicable terms of the Family Medical Leave Act of 1993 and the official

interpretations thereof, regulations and amendments thereto. FMLA leave will run concurrently with all qualifying FMLA child care leaves.

The Board, through its administrators, may exercise all permissible rights granted by said act, interpretations, regulations and amendments thereto.

The Board shall not be obligated by this Article to pay for fringe benefits in excess of that required by the Family Medical Leave Act of 1993.

ARTICLE 28 - MILITARY LEAVE

The Board will provide qualifying bargaining unit employees a military leave of absence in accordance with the terms and requirements of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). The Board will comply with all applicable laws with regard to Military/Uniformed Service Leave. All bargaining unit members who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States shall be granted a leave of absence for such time as they are in military service or field training or active duty for a period of time not to exceed thirty (30) days in any one (1) calendar year. The rate of compensation shall be the difference between the employee's regular compensation and the remuneration received by him/her for such military service.

ARTICLE 29 - JURY DUTY LEAVE

- A. Absence for jury duty is permissible. After absence for such duty, either reporting or service, the bargaining unit member shall return payment for service rendered, to the Board Treasurer and at the next regular pay period, receive full payment of his/her regular salary from the Board for the days of excused absence for this purpose.
- B. If the bargaining unit members jury duty rate of pay is greater than the bargaining unit members regular salary daily rate of pay, the bargaining unit members has the option of being docked one (1) day's pay and retaining the payment for jury duty. It is the responsibility of the bargaining unit to provide verification of jury duty reporting or service to the school treasurer for payment purposes.

ARTICLE 30 - PERSONAL LEAVE

- A. Upon the approval of appropriate supervisor or the Superintendent, employees shall be granted three (3) unrestricted personal leave days during each school year without loss of salary.
- B. No more than two (2) of the employees in a classification may be granted personal leave on the same day, unless the principal has provided prior written authorization. Personal leave days may not be used the day before or the day after a vacation or holiday, during the two (2) week period following the beginning of the school year, or during the two (2) week period prior to the ending of the school year. In case of demonstrated emergency, these rules may be waived by the Board.
- C. Requests for personal leave shall be made on the Board's prescribed forms and shall be submitted to the administrator not later than two (2) calendar days prior to the requested date of use.
- D. Personal leave shall not be accumulated from school year to school year.
- E. Personal leave shall be used in half or full-day increments only.

- F. Bargaining unit employees shall receive his/her daily rate of pay for all unused personal days according to the CBA and salary schedules, or bargaining unit employees shall have the option of rolling all unused personal leave to sick leave at the maximum specified in this contract.

ARTICLE 31 – FMLA

Bargaining unit employees will have all their respective rights and obligations under the Family and Medical Leave Act (“FMLA”). All applicable paid and unpaid leaves provided hereunder will run concurrently with FMLA leave.

ARTICLE 32 – ABUSE OF LEAVE OF ABSENCE

No bargaining unit member will be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the bargaining unit member is found to be employed by another employer or to be self-employed while on leave, the bargaining unit member shall be given the opportunity to resign from the District. If the bargaining unit member fails to or refuses to resign, then the bargaining unit member may be discharged subject to review under the grievance procedure provided herein.

ARTICLE 33 - ASSIGNMENTS AND TRANSFER

- A. Should a change in assignment between buildings or between job assignments be anticipated, the principal will inform the bargaining unit member concerned. At the bargaining unit member’s request, the principal will meet with the individual to discuss the proposed change. The Cafeteria manager shall make job assignments within each cafeteria and building assignments with approval of the Superintendent.
- B. A bargaining unit member shall have the right to request transfer from building to building by making a formal written request to the Superintendent no later than June 1st of the current school year. The request for voluntary transfer shall be kept on file for at least one (1) year.
- C. Any employee transferred to a new classification shall be placed on the increment step in the new classification based on his/her current seniority status with the School Board.
- D. Nothing in this or the following Article shall preclude the Superintendent’s right to transfer under Section 3319.01 O.R.C.; nor the Board’s right to determine when a vacancy exists, and whether or not to fill such vacancy.

ARTICLE 34 - VACANCIES

- A. When a vacancy becomes known among positions held by non-teaching personnel, it will be posted within a reasonable period of time on the bulletin board in each building. The vacancies shall be posted for a minimum of five (5) working days and contain the following:
 - 1. The position(s) available.
 - 2. The requirements and qualifications for the job.
 - 3. The application deadline.
 - 4. The anticipated starting date.
- B. Applications for vacancies must be filed within ten (10) calendar days of the original posting. Such vacancies shall be filled with consideration given to the individual’s qualifications for the

position, classification and training as determined by the Superintendent. If two or more equally qualified applicants apply for the position, seniority will be the determining factor.

- C. An employee shall have a 10 work day probation period to either stay in the new position or return to their former position at their former rate of pay. The Board shall also have the option of returning the employee to his/her former classification and position and at the same rate of pay of the former position if the person cannot perform the required work in the new classification as determined by the Superintendent.
- D. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.

ARTICLE 35 - ASSOCIATION TIME

The OAPSE President and/or his/her designated representative shall be provided time during the school day with continuity of pay to conduct business with or concerning the Board or its designees, providing such absence can be covered by the building administrator in charge of such person. Time shall not exceed 30 minutes per session or per day during employee's work hours. In accordance with this section, a total of two (2) hours per month shall be permitted for Association Time. If additional time is needed, the OAPSE President must seek prior approval from the Superintendent in writing. Time does not roll-over from one month to another.

ARTICLE 36 - SECONDARY WORK POSITIONS

Secondary work positions will be established to permit regularly employed classified staff members the opportunity to benefit from additional work in the same classified work area or other classified work areas.

The following guidelines shall apply:

1. Regularly employed classified staff members shall sign up for secondary work positions the 1st full week of school each school year for call out purposes.
2. During the sign up period, regularly employed classified staff members shall sign up for the classified work positions in which they want to perform secondary work.
3. Secondary work positions will be awarded on a seniority basis and ability to perform the work assignments, as determined by the Superintendent and/or the employee's immediate supervisor.
4. Regularly employed classified staff members that do not perform the assigned work assignment satisfactorily will be taken off the rotation list.
5. Classified staff members working secondary positions may work their primary position and the secondary position up to 40 hours a week. Over 40 hours is not permitted unless prior approval from the Superintendent is given.
6. Secondary work positions shall be paid at the regularly employed classified staff members' years of experience in the assigned secondary work position assignment. (For example: If a regularly employed cook is working a custodial position, the cook would receive the rate of pay based on years of experience at the custodial position.)

7. Regularly employed classified staff members must fulfill their regular contractual assignment before being called out for secondary work positions.
8. In the event a bargaining unit employee is off work, his/her duties shall be offered to qualified, available bargaining unit employees before assigning to a substitute as long as it does not interfere with the employee's normal work schedule.

ARTICLE 37 – EMPLOYMENT OF RETIREES

If the retiree desires to apply for a vacant position in the District, he/she must submit a written request to the Superintendent along with any other documentation required by the District. If approved by the Board, the retiree would then be classified as a retire rehire employee. This Article specifically waives the contract sequences and other stator rights for non-teaching employee under Chapter 3319 of the Ohio Revised Code.

1. All contracts with retire rehire employees shall be for up to one (1) year only and shall expire at the end of their term without Board action for nonrenewal and without any notice required.
2. rehire employees will be laid off or reduced in force prior to any other regular full-time employee in the classification.
3. Retire rehire employees will earn sick leave.
4. Retire rehire employees shall be eligible to participate in the District's health insurance program offered to employees.
5. Retire rehire employees accumulate no seniority for the purposes of bidding on positions.
6. Retire rehire employees shall be placed by the Superintendent in the job classification on the salary schedule on Step 0 of the current contract and will remain at Step 0.
7. Retire rehire employees are not eligible to receive an additional severance payment upon leaving employment with the District.
8. Retire rehire employees shall be considered a bargaining unit employee and may be a part of the Local Union. He/she shall be entitled to all the rights and benefits under the OAPSE contract, except as provided in this Article.
9. This Article does not confer on any bargaining unit member the right to re-employment with the District once they have retired.

ARTICLE 38 - CONTRARY TO LAW PROVISIONS

If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed or enforced, but all remaining parts of this agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 39 - DURATION OF CONTRACT

The agreement between the Green Local Board of Education and the Ohio Association of Public School employees (Local 752) shall be in effect for three (3) years beginning July 1, 2022 to June 30, 2025 at which time it shall expire. The parties acknowledge that they had full opportunity during negotiations to make any demands and proposals.

Except as otherwise specifically provided in the written provisions of this Agreement, the Green Local Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the school as prescribed by law.

Signed this 17th day of March by the parties:

FOR THE ASSOCIATION

FOR THE BOARD

Freida O'Leary Union President
Karen Barby 3/29/22

Jodi Armstrong, Superintendent

| | |
|---------------------|----|
| 2022-23 school year | 2% |
| GREEN LOCAL SCHOOL | |

| |
|----------------------|
| Classified Employees |
|----------------------|

10 mo. BUILDING SECRETARY

9 mo. TEACHERS AIDE

CAFETERIA COOK (9 mo.)

| 1456 | hours | 7 hr. day |
|-------------------|--------------|------------|
| 208 contract days | | |
| Yr. Exp | 22-23 Salary | 22-23 hrly |
| 0 | \$ 21,266.92 | \$ 14.61 |
| 1 | \$ 21,697.60 | \$ 14.90 |
| 2 | \$ 22,009.48 | \$ 15.12 |
| 3 | \$ 22,380.76 | \$ 15.37 |
| 4 | \$ 22,707.48 | \$ 15.60 |
| 5 | \$ 23,078.76 | \$ 15.85 |
| 6 | \$ 23,420.34 | \$ 16.09 |
| 7 | \$ 24,593.59 | \$ 16.89 |
| 8 | \$ 25,722.28 | \$ 17.67 |
| 9 | \$ 26,880.67 | \$ 18.46 |
| 10 | \$ 28,009.36 | \$ 19.24 |
| 11 | \$ 29,242.01 | \$ 20.08 |
| 15 | \$ 29,542.01 | \$ 300 |
| * 17 | \$ 29,842.01 | \$ 300 |
| 20 | \$ 30,142.01 | \$ 300 |
| 25 | \$ 30,742.01 | \$ 600 |
| * 30 | \$ 31,342.01 | \$ 600 |

| 1316 | hours | 7 hr. day |
|-------------------|--------------|------------|
| 188 contract days | | |
| Yr. Exp | 22-23 Salary | 22-23 hrly |
| 0 | \$ 16,322.61 | \$ 12.40 |
| 1 | \$ 16,752.15 | \$ 12.73 |
| 2 | \$ 17,356.20 | \$ 13.19 |
| 3 | \$ 17,906.55 | \$ 13.61 |
| 4 | \$ 18,430.05 | \$ 14.00 |
| 5 | \$ 18,926.71 | \$ 14.38 |
| 6 | \$ 19,490.49 | \$ 14.81 |
| 7 | \$ 19,987.14 | \$ 15.19 |
| 8 | \$ 20,524.07 | \$ 15.60 |
| 9 | \$ 21,047.58 | \$ 15.99 |
| 10 | \$ 21,624.78 | \$ 16.43 |
| 11 | \$ 22,134.86 | \$ 16.82 |
| 15 | \$ 22,434.86 | \$ 300 |
| * 17 | \$ 22,734.86 | \$ 300 |
| 20 | \$ 23,034.86 | \$ 300 |
| 25 | \$ 23,634.86 | \$ 600 |
| * 30 | \$ 24,234.86 | \$ 600 |

| 1222 | hours | 6.50 hr. day |
|-------------------|--------------|--------------|
| 188 contract days | | |
| Yr. Exp | 22-23 Salary | 22-23 hrly |
| 0 | \$ 18,522.10 | \$ 15.16 |
| 1 | \$ 18,609.35 | \$ 15.23 |
| 2 | \$ 18,696.60 | \$ 15.30 |
| 3 | \$ 18,821.24 | \$ 15.40 |
| 4 | \$ 18,945.89 | \$ 15.50 |
| 5 | \$ 19,045.60 | \$ 15.59 |
| 6 | \$ 19,182.71 | \$ 15.70 |
| 7 | \$ 19,257.50 | \$ 15.76 |
| 8 | \$ 19,407.07 | \$ 15.88 |
| 9 | \$ 19,519.25 | \$ 15.97 |
| 10 | \$ 19,581.57 | \$ 16.02 |
| 11 | \$ 19,756.07 | \$ 16.17 |
| 15 | \$ 20,056.07 | \$ 300 |
| * 17 | \$ 20,356.07 | \$ 300 |
| 20 | \$ 20,656.07 | \$ 300 |
| 25 | \$ 21,256.07 | \$ 600 |
| * 30 | \$ 21,856.07 | \$ 600 |

| REGULAR BUS DRIVERS (9 mo.) | | | BUS MECHANIC (12 mo.) | | | AUXILLARY MAINTENANCE (12 mo.) | | |
|------------------------------|---------------------|-------------------|------------------------|---------------------|-------------------|--------------------------------|---------------------|-------------------|
| 930 | hours | 5 hr. day | 2080 | hours | 8 hr. day | 2080 | hours | 8 hr. day |
| 186 contract days | | | 260 contract days | | | 260 contract days | | |
| <u>Yr. Exp</u> | <u>22-23 Salary</u> | <u>22-23 hrly</u> | <u>Yr. Exp</u> | <u>22-23 Salary</u> | <u>22-23 hrly</u> | <u>Yr. Exp</u> | <u>22-23 Salary</u> | <u>22-23 hrly</u> |
| 0 | \$ 17,236.06 | \$ 18.53 | 0 | \$ 41,495.95 | \$ 19.95 | 0 | \$ 32,559.77 | \$ 15.65 |
| 1 | \$ 17,340.41 | \$ 18.65 | 1 | \$ 42,389.57 | \$ 20.38 | 1 | \$ 32,972.21 | \$ 15.85 |
| 2 | \$ 17,454.24 | \$ 18.77 | 2 | \$ 43,374.84 | \$ 20.85 | 2 | \$ 33,338.82 | \$ 16.03 |
| 3 | \$ 17,596.53 | \$ 18.92 | 3 | \$ 44,360.11 | \$ 21.33 | 3 | \$ 33,774.17 | \$ 16.24 |
| 4 | \$ 17,710.36 | \$ 19.04 | 4 | \$ 45,253.73 | \$ 21.76 | 4 | \$ 34,278.27 | \$ 16.48 |
| 5 | \$ 17,833.68 | \$ 19.18 | 5 | \$ 46,147.35 | \$ 22.19 | 5 | \$ 34,759.45 | \$ 16.71 |
| 6 | \$ 17,928.54 | \$ 19.28 | 6 | \$ 47,178.44 | \$ 22.68 | 6 | \$ 35,217.71 | \$ 16.93 |
| 7 | \$ 18,080.32 | \$ 19.44 | 7 | \$ 48,117.89 | \$ 23.13 | 7 | \$ 35,584.32 | \$ 17.11 |
| 8 | \$ 18,241.58 | \$ 19.61 | 8 | \$ 49,103.16 | \$ 23.61 | 8 | \$ 36,065.50 | \$ 17.34 |
| 9 | \$ 18,336.44 | \$ 19.72 | 9 | \$ 50,065.52 | \$ 24.07 | 9 | \$ 36,500.86 | \$ 17.55 |
| 10 | \$ 18,478.73 | \$ 19.87 | 10 | \$ 51,004.96 | \$ 24.52 | 10 | \$ 36,959.12 | \$ 17.77 |
| 11 | \$ 18,677.93 | \$ 20.08 | 11 | \$ 51,921.49 | \$ 24.96 | 11 | \$ 37,440.30 | \$ 18.00 |
| 15 | \$ 18,977.93 | \$ 300 | 15 | \$ 52,221.49 | \$ 300 | 15 | \$ 37,740.30 | \$ 300 |
| * 17 | \$ 19,277.93 | \$ 300 | * 17 | \$ 52,521.49 | \$ 300 | * 17 | \$ 38,040.30 | \$ 300 |
| 20 | \$ 19,577.93 | \$ 300 | 20 | \$ 52,821.49 | \$ 300 | 20 | \$ 38,340.30 | \$ 300 |
| 25 | \$ 20,177.93 | \$ 600 | 25 | \$ 53,421.49 | \$ 600 | 25 | \$ 38,940.30 | \$ 600 |
| * 30 | \$ 20,777.93 | \$ 600 | * 30 | \$ 54,021.49 | \$ 600 | * 30 | \$ 39,540.30 | \$ 600 |

| |
|----------------------------------|
| 2022-23 school year |
| GREEN LOCAL SCHOOL |
| DAY / EVENING CUSTODIAN (8 hr.) |

| |
|----------------------|
| Classified Employees |
|----------------------|

| 1488 | hours | 8 hr. day |
|-------------------|---------------------|-------------------|
| 186 contract days | | |
| <u>Yr. Exp</u> | <u>22-23 Salary</u> | <u>22-23 hrly</u> |
| 0 | \$ 22,423.99 | \$ 15.07 |
| 1 | \$ 22,571.52 | \$ 15.17 |
| 2 | \$ 22,719.05 | \$ 15.27 |
| 3 | \$ 22,899.36 | \$ 15.39 |
| 4 | \$ 22,997.71 | \$ 15.46 |
| 5 | \$ 23,210.80 | \$ 15.60 |
| 6 | \$ 23,374.72 | \$ 15.71 |
| 7 | \$ 23,505.85 | \$ 15.80 |
| 8 | \$ 23,653.38 | \$ 15.90 |
| 9 | \$ 23,932.04 | \$ 16.08 |
| 10 | \$ 24,177.92 | \$ 16.25 |
| 11 | \$ 24,489.36 | \$ 16.46 |
| 15 | \$ 24,789.36 | \$ 300 |
| * 17 | \$ 25,089.36 | \$ 300 |
| 20 | \$ 25,389.36 | \$ 300 |
| 25 | \$ 25,989.36 | \$ 600 |
| * 30 | \$ 26,589.36 | \$ 600 |

| 555 | hours | 3 hr. day |
|-------------------|---------------------|-------------------|
| 185 contract days | | |
| <u>Yr. Exp</u> | <u>22-23 Salary</u> | <u>22-23 hrly</u> |
| 0 | \$ 8,412.70 | \$ 15.16 |
| 1 | \$ 8,449.38 | \$ 15.22 |
| 2 | \$ 8,492.18 | \$ 15.30 |
| 3 | \$ 8,547.20 | \$ 15.40 |
| 4 | \$ 8,602.23 | \$ 15.50 |
| 5 | \$ 8,651.14 | \$ 15.59 |
| 6 | \$ 8,712.28 | \$ 15.70 |
| 7 | \$ 8,748.96 | \$ 15.76 |
| 8 | \$ 8,816.21 | \$ 15.89 |
| 9 | \$ 8,865.13 | \$ 15.97 |
| 10 | \$ 8,895.70 | \$ 16.03 |
| 11 | \$ 8,975.18 | \$ 16.17 |
| 15 | \$ 9,275.18 | \$ 300 |
| * 17 | \$ 9,575.18 | \$ 300 |
| 20 | \$ 9,875.18 | \$ 300 |
| 25 | \$ 10,475.18 | \$ 600 |
| * 30 | \$ 11,075.18 | \$ 600 |

2023-24 school year 2%

GREEN LOCAL SCHOOL

Classified Employees

10 mo. BUILDING SECRETARY

9 mo. TEACHERS AIDE

CAFETERIA COOK (9 mo.)

1456 hours 7 hr. day

1316 hours 7 hr. day

1222 hours 6.50 hr. day

208 contract days

188 contract days

188 contract days

| <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> |
|----------------|---------------------|-------------------|
| 0 | \$ 21,692.26 | \$ 14.90 |
| 1 | \$ 22,131.56 | \$ 15.20 |
| 2 | \$ 22,449.67 | \$ 15.42 |
| 3 | \$ 22,828.37 | \$ 15.68 |
| 4 | \$ 23,161.63 | \$ 15.91 |
| 5 | \$ 23,540.34 | \$ 16.17 |
| 6 | \$ 23,888.75 | \$ 16.41 |
| 7 | \$ 25,085.46 | \$ 17.23 |
| 8 | \$ 26,236.72 | \$ 18.02 |
| 9 | \$ 27,418.29 | \$ 18.83 |
| 10 | \$ 28,569.55 | \$ 19.62 |
| 11 | \$ 29,826.85 | \$ 20.49 |
| 15 | \$ 30,126.85 | \$ 300 |
| * 17 | \$ 30,426.85 | \$ 300 |
| 20 | \$ 30,726.85 | \$ 300 |
| 25 | \$ 31,326.85 | \$ 600 |
| * 30 | \$ 31,926.85 | \$ 600 |

| <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> |
|----------------|---------------------|-------------------|
| 0 | \$ 16,649.06 | \$ 12.65 |
| 1 | \$ 17,087.20 | \$ 12.98 |
| 2 | \$ 17,703.32 | \$ 13.45 |
| 3 | \$ 18,264.68 | \$ 13.88 |
| 4 | \$ 18,798.65 | \$ 14.28 |
| 5 | \$ 19,305.25 | \$ 14.67 |
| 6 | \$ 19,880.30 | \$ 15.11 |
| 7 | \$ 20,386.89 | \$ 15.49 |
| 8 | \$ 20,934.55 | \$ 15.91 |
| 9 | \$ 21,468.53 | \$ 16.31 |
| 10 | \$ 22,057.27 | \$ 16.76 |
| 11 | \$ 22,577.55 | \$ 17.16 |
| 15 | \$ 22,877.55 | \$ 300 |
| * 17 | \$ 23,177.55 | \$ 300 |
| 20 | \$ 23,477.55 | \$ 300 |
| 25 | \$ 24,077.55 | \$ 600 |
| * 30 | \$ 24,677.55 | \$ 600 |

| <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> |
|----------------|---------------------|-------------------|
| 0 | \$ 18,892.54 | \$ 15.46 |
| 1 | \$ 18,981.54 | \$ 15.53 |
| 2 | \$ 19,070.53 | \$ 15.61 |
| 3 | \$ 19,197.67 | \$ 15.71 |
| 4 | \$ 19,324.81 | \$ 15.81 |
| 5 | \$ 19,426.52 | \$ 15.90 |
| 6 | \$ 19,566.37 | \$ 16.01 |
| 7 | \$ 19,642.65 | \$ 16.07 |
| 8 | \$ 19,795.21 | \$ 16.20 |
| 9 | \$ 19,909.64 | \$ 16.29 |
| 10 | \$ 19,973.20 | \$ 16.34 |
| 11 | \$ 20,151.20 | \$ 16.49 |
| 15 | \$ 20,451.20 | \$ 300 |
| * 17 | \$ 20,751.20 | \$ 300 |
| 20 | \$ 21,051.20 | \$ 300 |
| 25 | \$ 21,651.20 | \$ 600 |
| * 30 | \$ 22,251.20 | \$ 600 |

| REGULAR BUS DRIVERS (9 mo.) | | | BUS MECHANIC (12 mo.) | | | AUXILLARY MAINTENANCE (12 mo.) | | |
|------------------------------|---------------------|-------------------|------------------------|---------------------|-------------------|--------------------------------|---------------------|-------------------|
| 930 | hours | 5 hr. day | 2080 | hours | 8 hr. day | 2080 | hours | 8 hr. day |
| 186 contract days | | | 260 contract days | | | 260 contract days | | |
| <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> | <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> | <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> |
| 0 | \$ 17,580.78 | \$ 18.90 | 0 | \$ 42,325.87 | \$ 20.35 | 0 | \$ 33,210.97 | \$ 15.97 |
| 1 | \$ 17,687.22 | \$ 19.02 | 1 | \$ 43,237.36 | \$ 20.79 | 1 | \$ 33,631.65 | \$ 16.17 |
| 2 | \$ 17,803.32 | \$ 19.14 | 2 | \$ 44,242.34 | \$ 21.27 | 2 | \$ 34,005.60 | \$ 16.35 |
| 3 | \$ 17,948.46 | \$ 19.30 | 3 | \$ 45,247.31 | \$ 21.75 | 3 | \$ 34,449.66 | \$ 16.56 |
| 4 | \$ 18,064.57 | \$ 19.42 | 4 | \$ 46,158.80 | \$ 22.19 | 4 | \$ 34,963.83 | \$ 16.81 |
| 5 | \$ 18,190.35 | \$ 19.56 | 5 | \$ 47,070.29 | \$ 22.63 | 5 | \$ 35,454.63 | \$ 17.05 |
| 6 | \$ 18,287.11 | \$ 19.66 | 6 | \$ 48,122.01 | \$ 23.14 | 6 | \$ 35,922.07 | \$ 17.27 |
| 7 | \$ 18,441.92 | \$ 19.83 | 7 | \$ 49,080.25 | \$ 23.60 | 7 | \$ 36,296.01 | \$ 17.45 |
| 8 | \$ 18,606.41 | \$ 20.01 | 8 | \$ 50,085.22 | \$ 24.08 | 8 | \$ 36,786.81 | \$ 17.69 |
| 9 | \$ 18,703.17 | \$ 20.11 | 9 | \$ 51,066.83 | \$ 24.55 | 9 | \$ 37,230.87 | \$ 17.90 |
| 10 | \$ 18,848.30 | \$ 20.27 | 10 | \$ 52,025.06 | \$ 25.01 | 10 | \$ 37,698.30 | \$ 18.12 |
| 11 | \$ 19,051.49 | \$ 20.49 | 11 | \$ 52,959.92 | \$ 25.46 | 11 | \$ 38,189.11 | \$ 18.36 |
| 15 | \$ 19,351.49 | \$ 300 | 15 | \$ 53,259.92 | \$ 300 | 15 | \$ 38,489.11 | \$ 300 |
| * 17 | \$ 19,651.49 | \$ 300 | * 17 | \$ 53,559.92 | \$ 300 | * 17 | \$ 38,789.11 | \$ 300 |
| 20 | \$ 19,951.49 | \$ 300 | 20 | \$ 53,859.92 | \$ 300 | 20 | \$ 39,089.11 | \$ 300 |
| 25 | \$ 20,551.49 | \$ 600 | 25 | \$ 54,459.92 | \$ 600 | 25 | \$ 39,689.11 | \$ 600 |
| * 30 | \$ 21,151.49 | \$ 600 | * 30 | \$ 55,059.92 | \$ 600 | * 30 | \$ 40,289.11 | \$ 600 |

| |
|----------------------------------|
| 2023-24 school year |
| GREEN LOCAL SCHOOL |
| DAY / EVENING CUSTODIAN (8 hr.) |

| |
|----------------------|
| Classified Employees |
|----------------------|

| 1488 | hours | 8 hr. day |
|-------------------|---------------------|-------------------|
| 186 contract days | | |
| <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> |
| 0 | \$ 22,872.47 | \$ 15.37 |
| 1 | \$ 23,022.95 | \$ 15.47 |
| 2 | \$ 23,173.43 | \$ 15.57 |
| 3 | \$ 23,357.34 | \$ 15.70 |
| 4 | \$ 23,457.66 | \$ 15.76 |
| 5 | \$ 23,675.02 | \$ 15.91 |
| 6 | \$ 23,842.21 | \$ 16.02 |
| 7 | \$ 23,975.97 | \$ 16.11 |
| 8 | \$ 24,126.45 | \$ 16.21 |
| 9 | \$ 24,410.68 | \$ 16.41 |
| 10 | \$ 24,661.48 | \$ 16.57 |
| 11 | \$ 24,979.15 | \$ 16.79 |
| 15 | \$ 25,279.15 | \$ 300 |
| * 17 | \$ 25,579.15 | \$ 300 |
| 20 | \$ 25,879.15 | \$ 300 |
| 25 | \$ 26,479.15 | \$ 600 |
| * 30 | \$ 27,079.15 | \$ 600 |

| 555 | hours | 3 hr. day |
|-------------------|---------------------|-------------------|
| 185 contract days | | |
| <u>Yr. Exp</u> | <u>23-24 Salary</u> | <u>23-24 hrly</u> |
| 0 | \$ 8,580.95 | \$ 15.46 |
| 1 | \$ 8,618.37 | \$ 15.53 |
| 2 | \$ 8,662.02 | \$ 15.61 |
| 3 | \$ 8,718.15 | \$ 15.71 |
| 4 | \$ 8,774.27 | \$ 15.81 |
| 5 | \$ 8,824.16 | \$ 15.90 |
| 6 | \$ 8,886.52 | \$ 16.01 |
| 7 | \$ 8,923.94 | \$ 16.08 |
| 8 | \$ 8,992.54 | \$ 16.20 |
| 9 | \$ 9,042.43 | \$ 16.29 |
| 10 | \$ 9,073.61 | \$ 16.35 |
| 11 | \$ 9,154.68 | \$ 16.49 |
| 15 | \$ 9,454.68 | \$ 300 |
| * 17 | \$ 9,754.68 | \$ 300 |
| 20 | \$ 10,054.68 | \$ 300 |
| 25 | \$ 10,654.68 | \$ 600 |
| * 30 | \$ 11,254.68 | \$ 600 |