



12/06/2024  
1504-02  
24-MED-03-0328  
44970

AGREEMENT BETWEEN THE AUSTINTOWN BOARD OF  
EDUCATION AND THE AUSTINTOWN  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AFSCME LOCAL #4 AFL-CIO LOCAL 194

Effective: July 1, 2024 – June 30, 2027

## **TABLE OF CONTENTS**

|                     |   |           |
|---------------------|---|-----------|
| <b>ARTICLE I</b>    | <b>RECOGNITION</b>  | <b>1</b>  |
| A.                  | Recognition   | 1         |
| B.                  | Bargaining Unit   | 1         |
| C.                  | Bargaining Unit Exclusions  | 1         |
| <b>ARTICLE II</b>   | <b>NEGOTIATIONS PROCEDURES</b>  | <b>1</b>  |
| A.                  | Directing Requests  | 1         |
| B.                  | Meetings  | 2         |
| C.                  | Teams   | 2         |
| D.                  | Subject for Negotiations  | 2         |
| E.                  | Progress Reports  | 2         |
| F.                  | Exchange Reports  | 2         |
| G.                  | Item Agreement  | 2         |
| H.                  | Agreement   | 2         |
| I.                  | Dispute Resolution  | 2         |
| J.                  | Printed Copies Agreement  | 3         |
| <b>ARTICLE III</b>  | <b>UNION DUES/FEES DEDUCTIONS</b>   | <b>3</b>  |
| <b>ARTICLE IV</b>   | <b>GRIEVANCE PROCEDURE</b>  | <b>4</b>  |
| A.                  | Definitions   | 4         |
| B.                  | Procedure   | 4         |
| C.                  | Other Procedural Items  | 6         |
| <b>ARTICLE V</b>    | <b>EXHIBITS</b>   | <b>6</b>  |
| <b>ARTICLE VI</b>   | <b>PAID HOLIDAYS</b>  | <b>7</b>  |
| <b>ARTICLE VII</b>  | <b>SENIORITY</b>  | <b>8</b>  |
| <b>ARTICLE VIII</b> | <b>REDUCTION IN FORCE</b>   | <b>8</b>  |
| <b>ARTICLE IX</b>   | <b>VACATIONS</b>  | <b>10</b> |
| <b>ARTICLE X</b>    | <b>WORKWEEK EXTRA DUTY ASSIGNMENTS TEMPORARY<br/>ASSIGNMENTS AND OVERTIME PAY</b> | <b>10</b> |
| <b>ARTICLE XI</b>   | <b>SCHOOL CLOSING</b>   | <b>12</b> |
| <b>ARTICLE XII</b>  | <b>UNION RIGHTS</b>   | <b>13</b> |
| A.                  | Professional Meetings   | 13        |

|                     |  |           |
|---------------------|--|-----------|
| <b>ARTICLE XIII</b> | <b>COMPENSATION</b>  | <b>15</b> |
| <b>ARTICLE XIV</b>  | <b>CLASSIFIED EMPLOYEES IN-SERVICE PROGRAM.....</b>  | <b>17</b> |
| A.                  | Philosophy   | 17        |
| B.                  | Conditions of In-Service   | 17        |
| C.                  | Definitions  | 18        |
| <b>ARTICLE XV</b>   | <b>TRANSFER</b>  | <b>19</b> |
| <b>ARTICLE XVI</b>  | <b>POSTING AND BID PROCEDURE</b>   | <b>19</b> |
| <b>ARTICLE XVII</b> | <b>DISCIPLINE/TERMINATION</b>  | <b>21</b> |
| A.                  | Discipline   | 21        |
| B.                  | Termination  | 22        |
| C.                  | Representation   | 22        |
| D.                  | Notice   | 22        |
| E.                  | Expungement  | 22        |
| <b>ARTICLE XVII</b> | <b>JOB DESCRIPTION</b>   | <b>22</b> |
| <b>ARTICLE XIX</b>  | <b>REGULATIONS GOVERNING SPECIFIC CLASSIFICATIONS</b>  | <b>23</b> |
| A.                  | Custodians and Sweeper/Cleaners  | 23        |
| B.                  | Secretarial  | 24        |
| C.                  | Food Service   | 25        |
| D.                  | School Bus Drivers   | 26        |
| E.                  | Floating Bus Driver  | 32        |
| F.                  | Mechanics  | 33        |
| G.                  | Paraprofessionals  | 33        |
| <b>ARTICLE XX</b>   | <b>SPECIAL EDUCATION, CHILD-SPECIFIC, AND SELF-CONTAINED CLASSROOM PARAPROFESSIONALS REGULATIONS</b> | <b>34</b> |
| A.                  | Classification   | 34        |
| B.                  | Definition of CSP  | 34        |
| C.                  | Work Day   | 34        |
| D.                  | Notification of Assignment   | 35        |
| E.                  | Assignment of CSPs   | 35        |
| F.                  | Requirement of Work CSP Position   | 35        |
| <b>ARTICLE XXI</b>  | <b>LEAVES</b>  | <b>35</b> |
| A.                  | Sick Leave   | 35        |
| B.                  | Personal Leave   | 36        |
| C.                  | Assault Leave  | 36        |
| D.                  | Jury Duty  | 36        |

|  |  |           |
|--|--|-----------|
| E.   | Unpaid Leave of Absence-Personal Illness/Disability and Family and Medical Leave Act | 37        |
| F.   | Parental Leave   | 38        |
| G.   | Unpaid Miscellaneous Leave   | 39        |
| <b>ARTICLE XXII</b>  | <b>INSURANCE</b>   | <b>39</b> |
| <b>ARTICLE XXIII</b>   | <b>RETIREMENT/SEVERANCE PAY</b>  | <b>41</b> |
| <b>ARTICLE XXIV</b>  | <b>OPEN RECORDS</b>  | <b>41</b> |
| <b>ARTICLE XXV</b>   | <b>EMPLOYEE EVALUATIONS</b>  | <b>41</b> |
| <b>ARTICLE XXVI</b>  | <b>DRUG-FREE WORKPLACE</b>   | <b>42</b> |
| A.   | Scope  | 42        |
| B.   | DFWP Administrator   | 42        |
| C.   | Program Protections  | 43        |
| D.   | Obligations and Prohibitions   | 44        |
| E.   | Drug and Alcohol Testing   | 44        |
| F.   | Consequences of Violations of this Policy and Positive Test Results                  | 50        |
| G.   | Employees Education and Supervisor Training  | 50        |
| H.   | Employee Assistance for Substance Abuse Related Problems                             | 51        |
| I.   | Definitions  | 51        |
| J.   | Denial of Workers Compensation Benefits  | 52        |
| K.   | Reservations of Rights   | 53        |
| L.   | Americans with Disabilities Act  | 53        |
| <b>ARTICLE XXVII</b>   | <b>PRIOR AGREEMENTS</b>  | <b>53</b> |
| <b>ARTICLE XXVIII</b>  | <b>INVALIDATED SECTIONS</b>  | <b>53</b> |
| <b>ARTICLE XXIX</b>  | <b>DURATION</b>  | <b>54</b> |
| <b>COMPENSATION SCHEDULES GOVERNING SPECIFIC CLASSIFICATIONS</b> |  | <b>55</b> |
|  | Classified Maintenance   | 55        |
|  | Custodians   | 55        |
|  | Sweeper/Cleaners   | 55        |
|  | Athletics Groundskeeper  | 56        |
|  | Secretarial Staff  | 56        |
|  | Food Service   | 57        |
|  | Transportation   | 57        |
|  | Mechanics  | 58        |
|  | Paraprofessionals  | 58        |
|  | Medical Assistants   | 59        |
|  | IT Computer Technician   | 59        |
|  | Salary Schedules   | 60        |



## **ARTICLE I- RECOGNITION**

### **A. RECOGNITION**

The Austintown Local School District Board of Education, hereinafter referred to as the "Board", recognizes the Ohio Association of Public School Employees (OAPSE/AFSCME Local #4 AFL-CIO), hereafter referred to as the "Union", on behalf of the Local #194 as the sole and exclusive bargaining representative for all classified employees employed or to be employed in the following described unit.

### **B. BARGAINING UNIT**

The classified bargaining unit includes all regular full-time and regular short-hour employees in the following nine (9) classifications who are regularly assigned to a work schedule.

1. Bus Drivers
2. Custodians-Sweeper/Cleaner
3. Paraprofessionals
4. Food Service Personnel
5. Maintenance Personnel
6. Mechanics
7. Secretarial
8. IT Technicians
9. Child-Specific, Self-Contained, and Special Education Paraprofessionals
10. Medical Assistants
11. Athletic Groundskeepers
12. Bus Aides
13. Parts Technician

### **C. BARGAINING UNIT EXCLUSIONS**

1. Supervisor of Facilities and Operations
2. Supervisor of Transportation
3. Superintendent's Secretary
4. Substitutes
5. Treasurer
6. EMIS Administrative Assistant
7. EMIS Coordinator
8. All other supervisory personnel, as recognized by R.C. 4117.08.

## **ARTICLE II – NEGOTIATIONS PROCEDURES**

### **A. DIRECTING REQUESTS**

A written request to open negotiations shall be served on either party not more than one hundred twenty (120) days or less than ninety (90) days prior to the expiration date of the Agreement or any reopener provisions. Requests for meetings from the Union normally will be made directly to the Superintendent or his/her designated representative. Requests from the Superintendent or the Board or their representative will be made to the President of the Union. A mutually convenient meeting date shall be set within fifteen (15) days, but not less than three (3) days of the date of the request.

B. MEETINGS

Once the meeting date, time and place have been established, both parties shall present their written proposals at the first meeting. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached.

C. TEAMS

The Board and the Union shall be represented at all negotiation meetings by a reasonable number of negotiators, one (1) from each classification and the President of the Union. Negotiating team members shall be released from duties to attend meetings without loss of pay. Meetings will be held at such times that do not interfere with assigned duties of bargaining unit members unless otherwise mutually agreed.

D. SUBJECTS FOR NEGOTIATIONS

The Union shall have bargaining rights on the following subjects:

1. Wages, hours, fringe benefits and other terms and conditions of employment; and
2. Grievance procedures.

E. PROGRESS REPORTS

With the mutual approval of both parties, progress reports may be issued to the news media.

F. EXCHANGE OF INFORMATION

The Board and the Superintendent agree to furnish the Union negotiating committee, upon reasonable request, all available information concerning financial resources of the district.

G. ITEM AGREEMENT

As negotiated items are agreed upon, they shall be reduced to writing and initialed at the time of agreement. Such initials on the official document shall be construed as tentative agreement by both parties on that item or issue, subject to final ratification by the membership of the Union and the Board.

H. AGREEMENT

When agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the Board for ratification and adoption at the next regularly scheduled or special Board meeting. Said agreement shall be signed by the Board's representatives and the Union representatives.

I. DISPUTE RESOLUTION

If forty-five (45) days prior to the expiration of the Agreement, issues have been discussed and no tentative agreement has been reached, either party may declare impasse.

If impasse is declared, it is with the understanding that impasse proceedings are declared on all issues on which agreement has not been reached.

The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).

The assigned mediator has the authority to recommend but not bind either party to any agreement.

The forgoing mediation procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Ohio Revised Code Chapter 4117.

J. PRINTED COPIES OF AGREEMENT

The Board shall provide printed copies of this Agreement for all employees, the Board and the Administration no later than thirty (30) days following ratification by both parties, at no cost to the Union.

**ARTICLE III - UNION DUES/FEE DEDUCTIONS**

- A. The Union and the Board agree that each and every classified full-time and short- hour employee in the recognized bargaining unit should contribute equally toward the cost of administration of this master contract by OAPSE and for representation of the classified employees in the described bargaining unit.
- B. All classified employees, whether they are employed by the Board as regular full- time or regular short-hour employees, and who are eligible and authorized to hold membership in the Union, shall: execute an authorization for dues deductions on a form provided by OAPSE. The OAPSE membership application is recognized as the dues deduction authorization form.
- C. All bargaining unit members shall authorize payroll deduction for payment of dues or directly to the OAPSE State Treasurer.
- D. Such deductions shall be made in eighteen (18) consecutive equal installments over a nine (9) month period, beginning with the second pay in October. Signed payroll deductions authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership shall be made according to the members signed membership application.
- E. Payroll deductions shall occur immediately.
- F. The Board Treasurer shall forward to the OAPSE State Treasurer, a list of the gross amount on the employee's W-2 form. The Board Treasurer shall forward local dues and state dues to state OAPSE along with a description by name and amount for each employee. A copy of this description shall be forwarded to the OAPSE Treasurer. This shall be done within ten (10) days following each deduction.
- G. The Union shall defend and indemnify the Board and the Treasurer, in their individual and official capacities hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Austintown Local School District for the purposes of complying with any of the provisions of this article or in reliance on any lists, notices or assignments furnished under any

of such provisions. The Union shall retain control of appointments of legal counsel for defense and indemnification purposes.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "grievance" is a disagreement involving a work situation in which an employee(s) of the classified staff believes that there has been an alleged violation, misinterpretation or misapplication of:
  - a. The written Agreement entered into between the Board and the Union;
  - b. State law regarding individual employment regulations;
  - c. Established Board policy; and
  - d. Written administrative rules and regulations.
2. A "grievant" shall be defined as an employee, a group of employees or the Union alleging a grievance has occurred.
3. The aggrieved person or persons may be represented at all steps of the grievance procedure by an OAPSE representative or other member of the bargaining unit.
4. If the grievance procedure is not initiated within thirty (30) calendar days after the aggrieved person or persons knew of the event or condition upon which it is based, the grievance shall be considered waived. Any grievance not answered within the time limit shall be deemed resolved by relief requested by the employee or the Union.
5. A "day" shall mean a working day unless otherwise indicated. The number of days indicated at each level shall be considered as maximum unless extended by mutual agreement.
6. Any employee shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.

### **B. PROCEDURE**

#### **1. LEVEL ONE — INFORMAL**

Any employee who has a grievance shall first submit a written request for an informal meeting setting forth the basis of the grievance. During the informal meeting, the employee shall discuss the grievance with his/her appropriate supervisor/administrator and a Union Representative. The date of the meeting shall be the date used by the parties to calculate any response time.

#### **2. LEVEL TWO – FORMAL**

If the informal discussion does not resolve the problem, such employee will have the right to lodge a written grievance with his/her appropriate supervisor/administrator. If the grievance is not lodged within ten (10) working days following the discussion at

Level One, the grievance will be waived. A copy of the grievance will be filed with the Superintendent or his/her designee and the Union President or his/her designee.

The employee will have the right to request a hearing with the appropriate supervisor/administrator. Such hearing will be conducted within ten (10) working days after receipt of such request. The employee will be advised in writing of the time, place and date of the hearing. The appropriate supervisor/administrator will take action on the written grievance or, if a hearing is requested, within ten (10) working days of the conclusion of the hearing. The action taken and the reasons for the action will be reduced to writing and copies will be sent to the employee, the Superintendent or his/her designee, the Treasurer of the Board and the President of the Union or his/her designee.

### **3. LEVEL THREE — FORMAL**

If the Level Two action taken by the appropriate supervisor/administrator does not resolve the grievance to the satisfaction of the employee, the employee may appeal in writing to the Superintendent or his/her designee. This written appeal request must be filed within twenty (20) working days after the date of the Level Two grievance hearing or else the grievance will be waived. Within ten (10) working days after receipt of a timely Level Three request, the Superintendent or his/her designee will conduct a hearing. The aggrieved employee will be advised in writing of the time, place and date of the hearing.

The Superintendent or his/her designee will take action on the grievance and prepare a written report of such action within ten (10) working days after the hearing is held. The action taken and the reasons for the action will be reduced to writing and copies will be sent to the employee, the

Treasurer, the appropriate supervisor/administrator, and the President of the Union or his/her designee.

### **4. LEVEL FOUR- FORMAL**

If the Level three action taken by the superintendent or his/her designee does not resolve the grievance to the satisfaction of the employee, the employee may appeal in writing to the Board of Education. This written appeal request must be filed within twenty (20) working days after the date of the Level Three grievance hearing or else the grievance will be waived. A timely Level Three request will be heard at the next scheduled meeting of the Board of Education. The aggrieved employee will be advised in writing of the time, place and date of the hearing.

The Board of Education will take action on the grievance and prepare a written report of such action within ten (10) working days after the hearing is held. The action taken and the reasons for the action will be reduced to writing and copies will be sent to the employee, the Superintendent, the Treasurer, the appropriate supervisor/administrator, and the President of the Union or his/her designee.



## **5. LEVEL FIVE – FORMAL**

If the action taken by the Board of Education does not resolve the grievance to the satisfaction of the employee, the aggrieved employee may request that the union submit the issue to arbitration. This request must be sent to the Superintendent or his/her designee by the Union within thirty (30) working days following the Level Three hearing. The arbitrator will be chosen from a list of seven (7) names furnished by the FMCS using the alternate strike method. Each party may request a second list. All other procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of the FMCS. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit as agreed to by the Union, the Board and the arbitrator. A copy of the decision will be sent to the aggrieved employee and the Union President or his/her designee, the Treasurer and the Superintendent.

The arbitrator will not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor add to, detract from, or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator will be confined to those issues that have been presented and will have no authority to consider other issues that have not been presented for arbitration.

The decision of the arbitrator will be binding on both the board and the Union. The Board and the Union will share the costs of the arbitrator equally.

### **C. OTHER PROCEDURAL TERMS**

1. The written grievance shall be on a standard form provided by the Board and shall contain a concise statement of the facts on which the grievance is based, the specific provision of the agreement allegedly violated, and the relief sought.
2. The parties who are directly involved in the investigation of a grievance will cooperate with each other, and will furnish such information as requested by the other party in order to facilitate the processing of the grievance.
3. Copies of all written decisions resulting from grievances will be sent to all parties involved, the Union President, the grievant, the Treasurer, the Superintendent and the appropriate administrator.
4. The parties shall schedule grievance hearings to occur at a mutually-agreed upon date, time and place. Employees and representatives involved or participating in grievances, hearings and/or arbitration hearings shall be excused without loss of pay. Should any of the above still have work hours following the completion of the hearing, the employee or representative shall return to their workstation/work duties.
5. The terms of this agreement, Board policies and Board administrative guidelines shall be applied uniformly to all bargaining unit members.

### **ARTICLE V - EXHIBITS**

The compensation schedules and policy statements in the form of exhibits will be attached hereto and made a part of this Agreement.

## ARTICLE VI - PAID HOLIDAYS

A. All classified employees shall receive the following paid holidays:

1. All regular classified employees employed on a nine (9) or ten (10) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay, provided each such employee accrued earnings on his/her next preceding and next following scheduled workdays before and after such holiday or was properly excused from attendance at work on either or both of those days.

For purposes of determining whether or not a person who is not in the employ of the Board on Labor Day is in compliance with the requirement of this section, this section states that in order for a classified employee to be eligible for Labor Day holiday pay, he/she must have accrued earnings on the scheduled workday immediately preceding Labor Day or have been excused from attendance at work on that day. The Board shall count the employee's last scheduled workday of his preceding period of employment as his/her last scheduled day of employment for purposes of this requirement.

Nine (9) and ten (10) month employees are entitled to the following listed holidays:

New Year's Day  
Martin Luther King Day  
Good Friday (Or one (1) day at or around Spring Break)  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
President's Day

Twelve (12) month employees are entitled to the listed holidays for which they shall be paid their regular compensation provided each such employee accrued earnings on his/her next following scheduled workdays before and after such holiday, or was properly excused from attendance at work on either or both of these days:

Eleven (11) and Twelve (12) month employees:

New Year's Day (two (2) days)  
Martin Luther King Day  
Good Friday (Or one (1) day at or around Spring Break)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day (two (2) days)  
Christmas Day (two (2) days)  
President's Day  
Juneteenth

- B. If any of these days should be on a Saturday or Sunday and school is closed on Friday or Monday, then that day shall be a paid holiday.

- C. Sweeper/cleaners shall be permitted to work during the Christmas and Easter vacations as needed and approved by the Superintendent.

#### **ARTICLE VII - SENIORITY**

- A. A seniority list by classification will be prepared by the administration and approved by the Union's executive board. The seniority list shall be distributed to members via district email by September 30 and updated monthly thereafter.
- B. System Seniority shall be defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire or first day worked. Substitute work shall not count towards seniority.
- C. Job Classification Seniority shall be defined as the length of continuous employment in an employee's present job classification as computed from employee's most recent date of entry into the job classification.
- D. Employees shall not accrue seniority while on an approved leave of absence.
- E. Employee contracts shall contain the job classification, hours worked, and compensation.

#### **ARTICLE VIII - REDUCTION IN FORCE**

- A. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, or building closures, the following procedure shall govern such layoffs:
  - 1. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire to otherwise vacate a position.
  - 2. Prior to the board instituting such reductions in the classified staff the Board and the Union shall meet to discuss such reductions.
- B. In any reduction, seniority within a classification shall prevail. Seniority shall be determined by the employee's most recent date of hire with the Board in a particular job classification (for reduction in force purposes only). In case of identical seniority, the following shall be the determinate:
  - 1. First date on payroll as a regular employee.
  - 2. Application date and time stamp. In the event the employee submitted an application online, the date a completed application is submitted to the Board will be used as the "application date."
  - 3. Toss of coin.
- C. When it has been determined that a reduction is necessary, temporary and seasonal employees shall be laid off first. Additional reductions shall begin with the least senior employee in the classification. Employees affected by a reduction in force shall be given advance written notice of layoff by April 30 of the year such reduction in force occurs, to be effective at the end of the employee's work year. A list of affected employees and their seniority dates shall be given to the President of the Union. Any employee affected by a reduction shall be granted displacement



rights. Displacement shall be exercised on the basis of system seniority. Any employee affected by such a reduction shall displace a less senior employee in the following order:

1. Within the same classification.
2. Within the same classification series.
3. Within the classification the employee held immediately prior to holding the classification from which the employee was laid off.
4. Bumping shall not be utilized to increase an employee's compensation or hours of work.

Any employee who displaces a less senior employee and accepts less hours will be recalled to the first available position in his/her former classification and hours or pass before any employee who has been laid off or any new employee is hired. An available position will be the position that is available after all employees in the classification who have the same hours as the position being recalled have had the opportunity to transfer by seniority to other buildings. The transfer will occur at a group meeting of individuals in that classification who have the same hours and may be interested in transferring. The employee shall apply for the position within the period of the job posting. The employee shall retain recall rights to the former position/classification and hours; however, if the employee passes on an available position, he/she forfeits any remaining recall rights.

Should a position become available in the classification of lay off or acceptance of lesser hours and the position offers more hours, the position will be offered first to the employee who accepted the lesser hours. This offer will be made until the employee reaches the number of hours worked prior to displacement.

Recall to vacant positions or from lesser hours shall not be posted for bid until all employees accepting lesser hours or employees on layoff have been recalled.

- D. Any employee laid off shall retain recall rights during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees laid off have been offered an opportunity to be reinstated. Should an employee on the recall list be offered reinstatement and refuses such, said employee shall have his/her name removed from the reinstatement list. Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff. If reinstated during this period, the employee shall retain all previous accumulated seniority and all rights related to compensation and fringe benefits. Notice of reinstatement shall be made by certified mail. The Board shall compile and maintain an updated list of laid off employees.
- E. Recall after any reduction will be in reverse order of the reduction, (i.e. last employee laid-off will be the first to be recalled).
- F. For continuing contract employees who were part of a Reduction in Force, and are offered employment with lesser hours and refuse the position, will remain on the recall list. Those offered a position with same hours held previously to the Reduction in Force and refuse, will come off the list.
- G. Seniority will be suspended or "frozen" when an employee is on a layoff period.
- H. Displacement of employees shall occur at a joint meeting of affected employees, administration and the Union. Affected employees will have minimum of forty-eight (48) hours to review

available positions.

### **ARTICLE IX – VACATIONS**

- A. Employees who work for less than eleven (11) months during the calendar year are not eligible for paid vacations. All employees who work for eleven (11) or more during the calendar year shall be granted paid vacations, excluding legal holidays as follows:

| Length of Service  | Paid Vacation |
|--|---------------|
| 1 year, but less than 5 years, .84 days per month accrued    | 2 weeks       |
| 5 years, but less than 10 years, 1.25 days per month accrued | 3 weeks       |
| 10 years or more, 1.66 days per month accrued                | 4 weeks       |

Employees moving from a part time position to a full-time position that accrues vacation will be granted vacation time based on their system seniority date not the date they started a position that accrues vacation.

- B. Employees who transfer from any public agency in Ohio or any Ohio school district shall be credited with all earned years of service for vacation calculations as prescribed in O.R.C. 9.44.
- C. Employees who become hospitalized or have a death in the immediate family while on vacation may convert vacation leave to sick leave and take their vacation at a later point in time.
- D. Employees may carry a maximum of two (2) weeks' (ten (10) working days) unused vacation time into the following year. Maximum to be carried over shall be ten (10) days.
- E. Employees may take their vacation at any time during the year, only with the approval of their immediate supervisor/administrator.

### **ARTICLE X – WORKWEEK, EXTRA DUTY ASSIGNMENTS, TEMPORARY ASSIGNMENTS AND OVERTIME PAY**

- A. Unless expressly stated otherwise, the regular workweek shall be forty (40) hours, Monday through Friday, except for Athletic groundskeepers at Fitch, whose days may differ according to athletic events.

The workweek for short-hour employees (i.e., employees who work less than seven (7) hours per day) shall be Monday through Friday and the hours shall be for the number required for the position.

Seven (7) hour sweeper-cleaners and Custodians shall be offered the opportunity to work extra hours and/or overtime for events, occurring in the custodians' building on a building-wide, seniority basis. In addition, custodians and maintenance shall be permitted to work "continuation" overtime with prior approval from Supervisor of Operations and Facilities.

- B. The regular workday for twelve (12) month employees shall consist of eight (8) hours including thirty (30) minutes for lunch and two fifteen (15) minute breaks. Employees whose workday consists of less than eight (8) hours but at least six (6) hours shall include thirty (30) minutes for lunch. Employees working five and three-quarter (5.75) hours shall include a fifteen (15) minute

break.

- C. Time and one-half (1½), overtime, shall be paid only for all hours worked over forty (40) hours in one (1) workweek. Overtime/premium pay shall not be paid for Saturday or Sunday work, unless employees exceed forty (40) hours worked in a workweek. For the purposes of determining overtime, hours worked shall be limited to those hours actually worked by employees (i.e., not any leave, vacations or holidays).
- D. Employees must first fulfill their regular contracted position(s) before accepting any overtime, temporary or extra duty assignment. An employee who accepts a temporary or extra duty assignment shall remain in the assignment until this assignment is no longer needed or the employee reports off due to any absence. The Board shall retain discretion and management rights to use regular employees for overtime work when it is in the operational interests of the district. However, the Board will not be obligated to offer extra duty or overtime to regular employees.
- E. Outside of normal working hours, no Board owned facility shall be open for rental purposes at any time without a custodian or sweeper/cleaner being on duty.
- F. Employees required to work holidays shall be paid at their regular rate for all hours worked in addition to the holiday pay plus straight time for the first eight (8) hours worked and time and one-half (1½) for each hour beyond the first eight (8) hours.
- G. Subject to Sections A & D. above, when the Board determines that the operational interests of the District warrant offering overtime, all overtime and extra duty assignments or temporary assignments shall be offered to regular employees before a substitute is used.
- H. Regular employees substituting or working extra hours beyond their contract within their classification will be paid their regular hourly rate with the exception of bus drivers (who will receive compensation in accordance with their appropriate compensation schedule).
  - i. Employees working outside their classification shall be compensated at one dollar (\$1.00) in addition to the Board substitute rate.
- I. Except as otherwise set forth in Section A above, sweeper/cleaners will be given first consideration for summer custodial/maintenance work. Employees working specifically as summer cleaners will be compensated at Step 0 of the Sweeper Cleaner salary schedule.
- J. Food Service workers working under the federally grant funded summer meal program will be compensated as follows:
  - Summer Meals Program Manager- Eighteen dollars (\$18.00) per hour or their current regularly contracted rate, whichever is higher.
  - Summer Meals Program Food Worker- Fifteen dollars (\$15.00) per hour or their current regularly contracted rate, whichever is higher.
  - Summer Meals Program Substitutes- Fifteen dollars (\$15.00) per hour or their current regularly contracted rate, whichever is higher.
- K. Employees who work thirty (30) hours or more per week will be eligible for benefits.

- L. Reimbursement for any required meeting/workshop shall be paid employee at hourly rate.
- M. No mandatory meetings/workshops will be scheduled on the day prior to holidays.
- N. Regular employees substituting within their classification shall be paid their regular hourly rate. Regular employees substituting outside their classification shall be paid the employee substitute rate identified above in Section H.
- O. Vector Training, or any other online training, must provide time per the normal calendar.
- P. During waiver days, the board may provide classes, training, and/or meetings to classified employees pertaining to their position in the district otherwise employee will be required to work regular work hours.

#### **ARTICLE XI- SCHOOL CLOSING**

Any bargaining unit employee required to work and working during the time of an emergency, epidemic, or public calamity requiring a school or schools to be closed to students shall be compensated at their regular rate of pay for all hours worked during such closure, in addition to calamity day pay.

Should a school or schools be closed after an employee has reported to work, the employee shall be paid a minimum of one (1) hour's pay for the number of hours worked in addition to the calamity day pay.

If an employee's regularly scheduled work hours are affected or reduced by two (2) hour delay, the employee will receive his/her regular days/hours pay.

Calamity days officially begin with the start of the day shift on the day in question. It shall continue through the afternoon shift and conclude with the end of the midnight shift.

If more than five (5) calamity days are necessary during one (1) school year, any make up days required by the State will be made up immediately following the student's scheduled last day of the school year. If end of the year make up calamity days interfere with commencement, then the days will be made up on Saturday/holidays/spring break, as will be mutually agreed by OAPSE, AEA, and the Administration.

There will not be additional compensation for days made up due to these circumstances.

The administration may make a calamity day determination on a building-specific basis, e.g., loss of heat, water or power that does not affect each building of the district, or even a partial building basis. If a building or portion of a building in the district is closed but the other buildings or other portions of the building remain open, employees who work in the buildings or portions of the building that remain open shall still report to work and perform their duties and shall not receive calamity day pay.

#### **ARTICLE XII - UNION RIGHTS**

##### **A. PROFESSIONAL MEETINGS**

- 1. Classified employees may be permitted to attend professional meetings without loss of pay with the prior approval of the Superintendent or designee. The Board will replace



the employee taking professional leave consistent with Article X. Additionally, requests to attend professional meetings must be made in writing to the Superintendent or his/her designee at least two (2) weeks in advance to the meeting, unless such notice could not be provided within that timeframe.

All personnel shall be reimbursed for authorized attendance at professional workshops according to the following schedule:

**Mileage** – Maximum six hundred (600) miles – shall be paid at IRS standards to be adjusted each January 1 as well as any time the IRS changes the mileage rate. To receive reimbursement, each employee must submit written verification of the mileage amount from MapQuest or a similar mileage verification source should MapQuest cease to exist.

**Lodging** – One Hundred (\$100.00) dollars per day per person or 100% of the rate if required to attend by the Austintown Board of Education.

**Food** – Thirty-Five (\$35.00) dollars per day per person.

**Registration** – Approved in advance

2. Upon submitting a professional leave form to the Superintendent or designee at least two (2) weeks in advance of the meeting date, the following employees shall be permitted to attend the annual district meeting as representatives of the Union without loss of pay:

|                       |                           |                      |
|-----------------------|---------------------------|----------------------|
| 1- President of OAPSE | 1 - Secretary             | 1 - Bus Driver       |
| 1- Paraprofessional   | 1 - Sweeper/Cleaner       | 1 - Bus Mechanic     |
| 1 - Cafeteria Worker  | 1 - Maintenance           | 1 – Custodian        |
| 1- IT Tech            | 1- Athletic Groundskeeper | 1- Medical Assistant |
| 1 – Bus Aide          | 1 – Parts Technician      |                      |

Thirteen (13) total provided, however, that this meeting date shall coincide with OAPSE/NEOEA Day or other days agreed upon by the Union and the Board.

3. The President and duly elected delegates or alternates shall be permitted to attend the annual OAPSE conference without loss of pay. Each local shall be granted one (1) delegate for each one hundred (100) members or fractional part thereof.
- B. Afternoon shift employees shall be permitted to attend Union meetings and other special meetings, including Board of Education meetings, provided they first notify their principal and are willing to return to their building and complete their work, and make up the lost time; and provided, further, that a minimum of one (1) employee remains on duty except when a school function requiring the employee to stay is taking place.
- C. The Union or any committee thereof shall be authorized to use the school courier mail service.
- D. The Union or any committee thereof may use school facilities and equipment, with advance

approval. Supplies necessary for the use of the equipment shall be furnished by the Union.

- E. The Board agrees to give the Union advance notice of all regular or special Board meetings solely via an email to the Union President and the public postings on the Board's website.
- F. The Board agrees to provide the Union with copies of the approved Board minutes following the Board meeting in which the minutes were approved at no cost to the Union via an email to the Union President.
- G. Release time shall be granted to the Union President, or a designee of the Union President if he/she is unavailable, and/or grievance representatives to appear on work sites during working hours as union representatives with the prior approval of the Superintendent or his/her designee. Requests for such approval must specify the date of the requested release time and number of hours of release time being requested.
- H. Both the President and the Vice-President (or one (1) designee of either) of the Union may be permitted release time to attend OAPSE and/or local union business for up to two (2) days per month (i.e., no more than four (4) total Union days per month combined for all employees above) with the prior approval of Superintendent or his/her designee. Additionally, requests for release time must be made in writing to the Superintendent or his/her designee at least two (2) weeks in advance of the need for time off, unless such notice could not be provided within that timeframe. The employee shall give as much notice as reasonably possible before the need for such release time so that the administration may provide coverage for the employee's position, if necessary, which shall occur consistent with Article X.
- I. Classification Calendar - Prior to the establishment of the Classification calendar, the Union President and a classification Representative will be on the committee for the classification calendar.
- J. Labor Management - In an effort to solve problems before they become grievances, the administration agrees to meet with the representatives of the Union to confer on matters of mutual concern. The administration and the Union also agree to meet and work together to address issues arising in relation to employees' terms and conditions of employment. Meetings shall be held at the request of either party.
- K. Bulletin Boards - The building principal or appropriate administrator shall designate bulletin boards in each building for the general use of the Union. The bulletin boards shall, where possible, be located in areas readily accessible to and normally frequented by the employees.
- L. OAPSE State Officer Leave - The Board may grant unpaid leave to any employee who is a state or district OAPSE officer upon advance written request. Such leave is to be requested in writing at least one (1) week in advance. The Board has discretion to deny such leave only when the employee's absence would constitute an operational hardship (for example, inability to find a properly-trained substitute).
- M. Hiring Employees - As a final step before a new bargaining unit employee is hired, an interview shall be held with the prospective employee and the person doing the hiring. At that time the employee shall be advised to contact the Human Resources Department.
- N. Union Orientation - The President of OAPSE Local #194 or their designee will have time to meet with newly hired employees to explain and answer questions about membership into

OAPSE/AFSCME. The meeting will coincide with the school district's new employee orientation at the discretion of the administration.

### **ARTICLE XIII - COMPENSATION**

- A. Employee compensation shall be uniform for like positions, except for compensation increments based upon length of service.
  - B. Paydays will be on the 13<sup>th</sup> and 28<sup>th</sup> of each month in twenty-four (24) installments to be effective with the first pay period of September 2019.
  - C. The Treasurer shall, at the beginning of each contract year, provide a Board approved salary/compensation notice for each employee.
  - D. All employees shall be paid via direct deposit, with the pay stub to be provided electronically (and which will also still be available for review and print via HR Kiosk).
  - E. Employees shall have the following deductions.
    - 1. Federal Taxes
    - 2. State Taxes
    - 3. City Taxes
    - 4. Dues/Fees
    - 5. \*Annuities/Tax Shelters including employee contributions to SERS
    - 6. \*Insurance/Fringe Benefits
    - 7. \*PEOPLE - 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 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 names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
    - 8. \*Credit Union
- \*Optional participation except for SERS**
- F. All pay stubs shall show the date on which the pay period ends.
  - G. Anytime there is a change or adjustment shown on the electronic pay stub, the Board will make best efforts to send supporting documentation along with the electronic pay stub.
  - H. Longevity Pay.

Effective with the 2008-09 contract year, the following longevity steps shall be in place for

employees.

A salaried employee who has completed fifteen (15) continuous years of service with the Austintown Local School District shall have five hundred and twenty five dollars (\$525.00) added to his/her salary beginning with the sixteenth (16th) year (following fifteen (15) continuous years of service with the District) which will remain part of his/her annual salary.

Commencing with the twenty-first (21st) year (following twenty (20) continuous years of service), five hundred and seventy five dollars (\$575.00) and commencing with the twenty-sixth (26th) year (following twenty-five (25) continuous years of service), six hundred and twenty five dollar (\$625.00) shall be added to the employee's salary in like manner.

An hourly employee who satisfies the foregoing level(s) of continuous years of service with the District shall receive fifty percent (50%) of the amount provided to the salaried employee at the respective level. For example, if an hourly employee has completed fifteen (15) continuous years of service with the District, he/she shall be entitled to receive two hundred seventy five dollars (\$275.00) added to his/her compensation in his/her sixteenth year of service. Consistent with the terms set forth above with regard to salaried employees, hourly employees who satisfy the respective levels of continuous service would be entitled to receive the following amounts added to their compensation: three hundred dollars (\$300.00) (following the 20th year of continuous service, effective in the 21st year); and three hundred and twenty five dollars (\$325.00) (following the 25th year of continuous service, effective in the 26th year).

Longevity will be awarded on the actual date of hire. If the longevity milestone occurs in the first month of the contract year then it will be awarded fully on the effective date. If the longevity milestone occurs past October 1<sup>st</sup>, then it will be awarded at the start of the next contract year.

The employee must fill out a Longevity Pay Request at least 30 days prior to the longevity date milestone and turn it into payroll for the Superintendent and Treasurer to sign off on in order for the longevity stipend to be added.

- I. Shift Differentials - Afternoon/Midnight hourly employees whose regular shift commences by 2:00 PM and before 8:00 PM shall receive a differential:  
  
\$0.25/hr
- J. For the 2024-2025 contract year, there shall be a Three Percent (3 %) increase to each step. For the 2025-2026 contract year, there shall be a Three Percent (3%) increase to each step. For the 2026-2027 contract year, there shall be a Four Percent (4%) increase to each step.
- K. The Board shall provide a 403(b) plan for all bargaining unit members who wish to participate.
- L. Probationary Period - Ninety (90)-day probationary period in which they can be terminated or reduced for no particular reason. After the ninety (90)-day probationary period new employees may be terminated or reduced for just cause only and according to the negotiated agreement.
  - a. If any current employee bids out of, transfers or otherwise moves into a different classification, the employee shall start at the first step of the new classification that would guarantee the employee a raise from his/her prior base hourly rate. (This determination shall occur without considering any stipends, shift



differentials or other "add-on" dollar amounts to the employee's base hourly rate in either position.)

- b. Employees in the 90-day Probation shall be eligible for the District in-service program.
  - c. If the employee does not work the SERS-mandated one hundred twenty (120) days in a contract year, the employee will begin the next contract year at the same salary step as the prior contract year.
- M. Employees who are non-renewed and hired back for the next consecutive school year to the same classification will advance to the next regular salary step to which they would have been entitled if they had continued employment without this break in service.
- N. Call out times for all classifications will be paid at a two (2) hour minimum.

#### **ARTICLE XIV - CLASSIFIED EMPLOYEES IN-SERVICE PROGRAM**

##### **A. PHILOSOPHY**

Regardless of category, any classified employee can serve the school system and himself/herself by pursuing formal and approved training programs designed to improve skills related to his/her position. The Board and administration recognize and encourage the pursuit of such programs.

- 1. When a part time person becomes full-time, in-service credit based on the number of classes taken is carried over to the new position regardless of what the new classification is.

##### **B. CONDITIONS OF IN-SERVICE**

- 1. Self-contained in-service programs issuing approved credit must be approved by the Board.
- 2. Self-contained in-service programs must be coordinated by an instructor approved by the Superintendent or the Superintendent's designee. Such instructor may be a person deemed approvable, as above. Proof of attendance must be submitted to the Superintendent or the Superintendent's designee before in-service credit will be given.
- 3. The number of participants of an in-service program may be limited by the coordinator of the program.
- 4. Approved in-service programs for credit must be taken outside the individual's regularly assigned working hours and not during released time for credit to be issued.
- 5. No person shall be granted in-service credit more than once for any given course.
- 6. Certain programs are excluded from receiving in-service credit as follows:
  - a. 18-hour Bus Driver Safety Program, as required for contract drivers and conducted by the State of Ohio. These are conditions of employment.
  - b. Annual Bus Driver Safety Program conducted by the Mahoning County Board of Education for which a stipend is presently paid to participants.

- c. Building, departmental, or divisional staff meetings as required by a supervisor or administrator.
  - d. Training programs taken before employment with the Austintown Local School District.
  - e. Formal or informal programs designed to lead one to receive Department of Industrial Relations Low or High Pressure Boiler Operator's License which is currently recognized on the appropriate compensation schedule.
  - f. Training programs specifically designed to promote skills outside the immediate field of educational service responsibilities, i.e. real estate, insurance etc.
  - g. Attendance at professional meetings for which the Board pays registration fees, travel, housing or other costs.
  - h. No person shall be granted in-service credit until all required forms are completed and submitted to the Superintendent or designee. Under no circumstances shall payments be made retroactively to any person who has failed to submit the required in-service forms in a timely manner.
- 7. Persons enrolling in degree granting or credit hour granting programs from an accredited College, University, Community College, Trade School and/or workshops may be granted in-service credit if the work is applicable to enhancing the employee's position and if the course work has been previously approved by the Superintendent or designee. Two (2) semester hours or three (3) quarter hours course work successfully completed will earn one (1) in-service unit. An official transcript or grade card must be submitted. Up to eighteen (18) units may be earned in this manner.
  - 8. One (1) computer class in-service credit will be given to employees in the following classifications where computer skills may not be directly designed to improve their skills related to his/her position: Cafeteria, Custodial, Transportation and Maintenance.
  - 9. One (1) unit of credit may be granted for health services such as CPR and Red Cross.
  - 10. No in-service credit will be given unless the employee submits proof of the completion of the in-service program to the Superintendent or his/her designee.

C. DEFINITIONS

- 1. The Austintown Local Schools' Classified In-service Program shall be in effect.
- 2. All persons desiring to take an in-service program must apply for approval by the Superintendent or designee on the form attached before credit may be granted. Applications must be received before initiation of the program.
- 3. A classified instructor who coordinates, directs, or teaches an approved in-service program at the request of the administration or the Board will be paid at one and one half (1½) times his current hourly rate or elect to receive in-service credit.
- 4. An in-service program unit is defined as twenty (20) classroom hours of an approved

program which may be met with a locally operated course, or an approved program of twenty (20) classroom hours conducted by such institutions as Choffin, MCCTC, School District Adult Education, Mahoning County Farm Bureau, Youngstown State University, or others bearing similar credentials.

5. Upon completion of one (1) unit [twenty (20) hours] of in-service and for each of seventeen (17) subsequent units, ten cents (\$.10) per hour will be added permanently to the compensation schedule of the person achieving same, effective with the new contract year of the employee (normally July 1).

**Example:** A program completed in April will be acknowledged as a compensation adjustment beginning with the immediately following July 1. No other adjustment during the year will be made until the following July 1. Any one (1) employee may therefore increase his/her earnings permanently above the adopted compensation schedule up to

\$1.80 per hour through approved in-service.

#### **ARTICLE XV - TRANSFER**

- A. Assignments and reassignments shall be made according to the best interests of the school system as determined by the administration.
- B. If, under the grievance procedure, it is determined that the employee so reassigned has thereby suffered an undue hardship, he/she shall be reassigned to avoid such hardship whenever possible.
- C. Temporary assignments may be made in the event of an emergency. Such assignments shall end with the termination of emergency. Before a temporary assignment is made, there will be a meeting with the affected employee(s), the President of OAPSE Local 194 or their designee, classification representative, and the administrator requesting the transfer. Transfers will last no longer than three (3) months or another meeting must be held.
- D. Whenever an employee is transferred, either voluntarily or involuntarily, he/she shall have the right to meet with the Superintendent upon request to discuss the transfer.
- E. Medical Transfer - The administration may give alternate work when the same is available to all employees who have become uncorrectable medically unable to perform his/her regular job duties and has been denied disability benefits. The alternate work may constitute a transfer to another classification, but shall be by mutual agreement with OAPSE and the concurrence of the employee.

#### **ARTICLE XVI - POSTING AND BID PROCEDURE**

- A. Unless the Board determines not to fill a position in accordance with Article VIII of this Agreement, the Board shall post all job vacancies, including newly created positions, revised and promotional positions for a period not to exceed four (4) working days. The vacancy notices shall be posted online on the District's website, which is accessible for all employees to review. Employees reserve the right to print and post these vacancies in their work area(s). At the end of the three (3) working days the bidding shall be closed. The vacancy notices shall contain the location, a detailed job description and details of the opening(s). All vacant or newly created

positions must be posted for bid and shall be posted as vacated, unless the Board determines not to fill the position. The posting period shall begin not later than five (5) days from the time the position became vacant or was known it was to become vacant. Positions posted during the summer will be for four (4) working days. The general work area of the building, number of hours worked and the time of day to be worked will be stated on the posting. After 20 days, if a vacancy is not filled by either an inside or outside applicant, the vacancy will be reposted for bargaining unit employees to reconsider. All applicable sections of the collective bargaining agreement will be in effect for that reposting.

- B. Employees will apply online for vacated positions via the District's website, provided a confirmation of such bid is received via email.
- C. The awarding and filling of the vacancies shall occur within twenty (20) workdays of the closing of the bids, unless otherwise mutually agreed upon by the parties.
- D. When a vacancy occurs with less than one hundred and twenty (120) days left in the current school year and is not filled internally, the vacancy will be covered by a long-term substitute for the remainder of the existing school year. The vacancy will be reevaluated and posted for the following schools year.
- E. Providing all the other criteria are substantially equal, preference for all job openings shall be given to the senior member of the bargaining unit, who are qualified and work the same number of hours who are applying for the same position in the same classification as the job opening. Only applicable criteria listed below shall be used.

#### **Criteria**

- 1. Possession of proper license where applicable.
- 2. Skills testing, relevant to the position, may be used if applicable.
- 3. Successful work experience and/or prior training related to the new classification.
- 4. A successful employment record with the Board, which will include such criteria as attendance, evaluations, and recommendations by immediate administrative supervisor.

Of these factors, whenever skills testing is applicable to the position, the primary criteria in determining the most qualified applicant will be successfully completing a testing process. An evaluation tool or testing mechanism will be developed by the position's direct supervisor and/or the Superintendent with the involvement by a Union representative in the relevant classification. The skills testing will be administered in a uniform manner to all candidates for the position. Due to the necessity of specific skills and aptitude required for those positions in which skills testing is applicable, a passing grade of not less than seventy-five percent (75%) on the test will be required.

- F. Positions that become available due to movement within the classification will be offered by seniority to those who are qualified and work the same number of hours until a final position is left to be posted for bid.
- G. If a secretary position becomes available as a direct result of an initial secretarial posting,



qualified candidates who have successfully completed the secretary skills test will be given first consideration in seniority order before a secretarial skills test will be re-administered. Treasurer Secretary positions do not qualify.

- H. A member of the bargaining unit awarded a job through the above procedure, Section D, shall serve a probationary period of up to twenty (20) work days (except for Treasurer's Office employees who shall serve forty-five (45) workdays) provided the new job represents a change in classification for the employee. During the twenty (20) or forty-five (45) workday period, the employee may return to his/her former position at the request of the employee or the administration. A substitute will be employed in the member of the bargaining unit's former position during this time. If the employee is unable to satisfactorily complete his probationary period, such employee will resume his former position prior to being awarded such job opening. After this twenty (20) or forty-five (45) workday probationary period is over, the employee may only return to his/her former position with the approval of the administration. Further, any employee who successfully bids into a new position in accordance with this Article may not bid on another position for the entire school year ("school year" defined for this section as July 1 to June 30), unless the job would result in the employee becoming eligible for Board-provided benefits. In addition, during the school year, an employee may bid one (1) time only on a position that provides an increase of hours from the employee's current position.  
A member of the bargaining unit awarded a job within the same classification shall serve a probationary period of up to ten (10) work days provided the new position requires passing a skills test (except treasurer positions).
- I. For job postings that pertain to Paraprofessionals in SPED, Child Specific and Self-Contained classroom only, a twenty (20) workday probationary period will be implemented regardless of the same classification transfer.
- J. For bidding purposes, seniority shall be defined as the employee's classification seniority.
- K. Summer Months. Job postings during the summer months shall be posted in each building, the main office, and the District Website. If testing is required, it will be stated on the posting and the District Website.
- L. Within five (5) working days after a vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Union.
- M. Treasurer's Office Selection Procedures. The primary criteria in selection of a secretary in the Treasurer's Office will be successfully completing a testing process to be determined by the Treasurer. Due to the necessity of specific skills and aptitude required for Accounts Payable, Accounts Receivable and Payroll.
- N. Secretarial positions, a passing grade of not less than ninety percent (90%) on a test administered by the Treasurer will be required. In addition to a test score of not less than ninety percent (90%) the applicant must have completed at least two years of study in a business, financial or accounting related field or an equal number of years of experience in a business, financial or accounting related environment.

## ARTICLE XVII - DISCIPLINE/TERMINATION

### A. DISCIPLINE

1. The Board acknowledges that one (1) reason for disciplinary action is improving the employee's performance. The Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee, his/her immediate supervisor, and a Union representative for the employee.
2. Whenever possible, the Board agrees that all disciplinary action, including verbal reprimands, affecting bargaining unit members shall be administered in private.
3. In the event an employee is to be disciplined, the Board shall provide written notice, by mail or hand delivery, of the reason(s) for the action, together with the dates for the implementation. All suspensions must be within thirty (30) work days of the alleged disciplinary problem.
4. Based on the severity of the offense, disciplinary action shall normally follow the steps outlined below. However, the parties agree that if the nature of the offense warrants more severe discipline, discipline may be imposed without complying with the progressive steps below (i.e., step(s) may be skipped, even for a first offense of a severe nature). Employee offenses need not be of a similar nature for discipline to progress through the aforementioned steps.

Step 1 – Verbal reprimand

Step 2 – Written reprimand

Step 3 – One-day suspension

Step 4 – Five-day suspension

Step 5 – Termination. (If the Board intends to terminate an employee, up to a three (3) day suspension with pay shall be issued to the employee for investigation purposes.)

### B. TERMINATION

1. The termination of an employee must be made by a majority vote of the Board and shall be for a just cause and may be for reasons as outlined in ORC 3319.081.
2. Reasons for the termination shall be served upon the employee by registered mail prior to action being taken.

### C. REPRESENTATION

1. The employee shall be permitted union representation at all disciplinary and dismissal hearings.

### D. NOTICE

1. The Board shall give the union and employee advance written notice of such hearings.

### E. EXPUNGEMENT

In taking disciplinary action against an employee, the employer will not consider or rely upon any prior disciplinary action taken against the employee more than three (3) years before the

occurrence upon which the current disciplinary action is based.

If an employee works without committing a disciplinary offense for one (1) calendar year from the date of his/her last offense, the employee will receive a rollback of one (1) prior disciplinary step. For example, if the employee commits an offense that warrants a Step 3 disciplinary action and is not disciplined for one (1) calendar year from the date of that Step 3 offense, the employee will roll back to a current disciplinary level of Step 2. Therefore, any subsequent disciplinary action will occur at Step 3 and not Step 4. This rollback shall occur on an annual calendar basis from the date of the applicable offense, thus allowing an employee to rollback a step each calendar year from the date of the applicable offense so long as no intervening disciplinary offense occurs.

#### **ARTICLE XVIII - JOB DESCRIPTION**

- A. The Union shall be furnished with a copy of an updated and detailed job description for each classification covered under this agreement no later than October 1<sup>st</sup> of each year.
- B. Prior to any change in any detailed job description or hours, the Union shall be notified of such anticipated change. If the Union wishes to discuss the change, a meeting date shall be established to review the change.

Each employee shall have an area description that will indicate the area for which he/she is responsible.

- C. Newly created positions, the detailed job description for which would fall within any classification in the bargaining unit, shall be established through meetings between the Union and the Board.

#### **ARTICLE XIX – REGULATIONS GOVERNING SPECIFIC CLASSIFICATIONS**

The regulations governing specific classifications are subject to the provisions of Art. X, which prevail when applicable.

##### **A. Custodians and Sweeper/Cleaners**

###### **i. Custodial and Sweeper/Cleaner Regulations**

- a. Custodians: twelve (12) months, two hundred sixty (260) days, @ eight (8) hours; two thousand eighty (2,080) hours per year. Sweeper Cleaners: nine (9) months, will be based on school calendar plus five (5) days.
- b. Subject to Article X, during the school calendar year, if the Head Custodian position or Turn Leader position is open for the day, that position first shall be offered to a full-time custodian within the building based on seniority rotation and this replacement employee will receive additional compensation per day from the first day. However, the employee accepting the Head Custodian or Turn Leader shall not be permitted to work more than eight (8) hours a day and shall not work the employee's otherwise assigned shift.

Subject to Article X, during the summer months the Head Custodian or PM Turn Leader at Fitch may be replaced by a custodian or sweeper/cleaner and that

employee will receive their regular rate of pay plus additional compensation as listed. In all other instances during the summer months, the provisions of Article X apply.

#### **§5.54**

- c. Sweeper cleaners shall be given first consideration for summer work (6 weeks minimum). Summer cleaning wages will be: Step 0 of the salary schedule.
- 2. Custodial Regulations – these regulations are subject to the provisions of Article X, which prevail.
  - a. At Fitch, AES, AIS, and AMS, there shall be one (1) turn leader employee in charge on the afternoon turn, and he/she is to be compensated as per the compensation schedule.
  - b. The Board shall advertise for applicants of all head custodians and newly created job openings.
    - i. The qualifications for head custodian and all newly created positions should be formulated and published before these positions are put up for bid.
    - ii. A representative of OAPSE shall be present at discussions for such standards.
  - c. The Superintendent or his/her designee, the building principals, the head custodians and the Grounds & Facilities Director shall meet at least once a year to discuss common concerns. The President of the Union shall be a participant in this/these meetings.
  - d. A detailed description of the job classifications shall be on file in each building office. Detailed job descriptions will be updated as needed during the school year. Each employee shall be given a copy of the job description applicable to his/her department and an area description of their work area. Per Board policy, job descriptions are given at the time of hire.
  - e. Head Custodians responsibilities shall be to instruct, direct, and share in the work responsibilities within their buildings.
  - f. A minimum of two (2) hours will be paid to any Custodian or Sweeper/Cleaner not already receiving added responsibility stipend for a "Call Out."

#### **B. Secretarial**

- 1. Secretary Regulations
  - a. A summer workday for all ten (10) month secretaries shall be seven (7) hours.
  - b. All twelve (12) month secretaries may take vacations at any time during the year, with the approval of the Superintendent.
  - c. Ten (10) month secretaries shall work eight (8) hours per day, including lunch.



The work year for these employees shall be the school calendar plus a maximum of four (4) summer weeks - one (1) week after school closes and three (3) weeks before the opening of the new school term. Their presence will not be required when school is not in session for students or teachers, except as directed by a supervisor. Total actual work days not to exceed two hundred (200) annually. Any change from the above shall be by mutual agreement. A summer workday shall be seven (7) hours.

- d. Unless otherwise grandfathered by the April 23, 2003 Memorandum of Understanding between the parties, during the school term, twelve (12) month school secretaries shall work the days school is in session for pupils or teachers.
- e. The Board shall advertise secretarial, clerical, or newly created positions to the present clerical and secretarial staff.

C. Food Service

- 1. Food Service Regulations – These regulations are subject to the provisions of Article X, which prevails. Additionally, food service employees are subject to the regulations, procedures and guidelines developed by the Food Service Supervisor and/or District Administration.
  - a. The manager of each school is responsible for having meals properly cooked and served on time. He/she shall have general schedules posted for work expected of all cook helpers at their school and in general, operate an efficient, well-kept cafeteria.  
The manager will also be expected to train a cook at his/her school to act as manager should the need ever arise.
  - b. Managers will be advised in advance of any food items unavailable and will be supplied with substitute foods by those responsible for ordering. A cook will not normally be expected to leave the building to obtain needed supplies.
  - c. An employee's regular workday will include breaks per Article X.
  - d. When a regular cafeteria employee is absent and his/her normal work hours are in excess of those regularly worked by short hour workers normally assigned to the same kitchen, the hours of the absent employee shall be granted to the other short hour workers on a seniority basis based on hours worked prior to the utilization of substitutes. no short hour employee works more than 28.75 hours per week.
  - e. Profits generated from food service operations will be retained in the cafeteria fund for capital improvement and for use against possible future deficits. Profits will be determined strictly from cafeteria operations and money generated from vending machine and snack sales currently under the control of the cafeteria as of June 6, 1998.
  - f. Outside of normal working hours, when cafeteria kitchen equipment (exclusive of sinks and power) is being used, a cafeteria unit member must be on duty. The hours will be rotated among the Cafeteria personnel on a seniority basis within

the classification within a building, then offered by system wide classification within a building.

- g. Effective with the 2016-2017 school year, on days when the entire school building is out on a field trip or similar type of all day outing, the food service staff in that building (or buildings) shall have the option to take the day off without pay.

D. School Bus Drivers

1. Bus Regulations

a. Extra Trip Compensation:

- i. School Time Field Trips, After School Hour Trips, Trips on Non-Scheduled Days, Trips of seventy five (75) plus or minus five (5) miles.

All extra trips will be compensated at the driver's regular rate of pay including time spent for pre-trip inspection - maximum 15 minutes. Portions of an hour will be rounded up to the next quarter of an hour.

- ii. On an unscheduled school day, a 1/2 hour will be added to total trip time for prior traveling time and preparation.
- iii. Camp Fitch Trips: Shall be compensated at the regular rate. When scheduled on a day when one (1) group of students are transported to and a different group of students are transported from Camp Fitch, the driver will receive an additional rate.

**\$20.40**

- iv. District Drivers - for any additional bus run outside of the contracted route, the driver will be compensated an additional rate along with their regular rate of pay:

**\$10.00**

b. Employment and Assignment

- i. Drivers shall be employed on a ninety (90) day probationary basis, after having met all the requirements: legal, medical and physical. The completion of an approved course in bus driver training shall be a requirement for employment. Drivers' employment will continue without interruption after the ninety (90) day probationary period until the driver resigns, retires, or is terminated.
- ii. The Supervisor of Transportation shall assign trips to buses. No driver shall receive a fifth (5th) trip until all other drivers have four (4). No driver shall be paid for more than the actual number of trips he/she drives. This does not apply to longer trips counted as more than one (1). Midday

runs shall be bid separately from the regular trips.

When another bus becomes available for bid in line of seniority, a driver of midday may bid for the bus taking midday with him/her. When a bus with four (4) trips in succession becomes available, the driver must forfeit midday. Midday will be compensated two (2) hours at the driver's hourly rate.

Regular drivers will be permitted to substitute on midday routes by placing their name on the midday substitute list at the beginning of the school year or during winter break and will be called in order of seniority rotation.

This midday list will be available for sign-up for five (5) working days.

- iii. Drivers will be notified by the Supervisor of Transportation, at least ten (10) days in advance, to appear and make their choice of bus routes in line of seniority. Route(s) shall be defined as a combination of all regular runs. (Example: high school, elementary, middle school and intermediate school runs.) Such choices are to be made the second week in August and will be effective for one (1) school year, except in case of emergency or necessity as determined by the Supervisor of Transportation and the Superintendent or his/her representative. A pre-school meeting may be held no less than (10) days or more than thirty (30) days prior to the opening of school.

Principals will be invited to the pre-school meeting along with the Union President.

Bus routes, including midday routes, will be made available for driver review no less than one (1) week prior to route bidding. Drivers awarded midday runs shall not be permitted to accept extra trips that will interfere with midday responsibility.

- iv. Any route that changes one (1) complete run exclusive of additions or deletions of streets and/or students due to overloads or time problems, from the time the driver receives it, will necessitate the posting of that bus route for bidding purposes. Any route that becomes available for any reason will be posted five (5) working days for all drivers to view. The bidding will then take place within five (5) working days to fill this and all subsequently opened positions. All routes will be granted to the most senior driver requesting the route with the remaining route going to the top substitute.
- v. New buses shall be assigned by the Supervisor of Transportation.
- vi. Should a decrease in the number of drivers needed to transport pupils take place, the newest driver shall be removed from the regular full-time driving roster and placed on top of the active floater roster.
- vii. Drivers regularly assigned shall drive at least eighty five percent (85%)

of the school year. Exceptions, for just cause, may be granted by the Supervisor of Transportation.

- viii. A driver's seniority is determined by the date he/she is employed. Should more than one (1) driver be employed on the same day, the driver's exact date he/she passed the driver's test will determine their seniority.
- ix. Should regular use of the school district van be needed for student transportation, it will be offered to substitute drivers first.

c. Reporting Off Duty

- i. Drivers and aides reporting off duty shall phone the transportation supervisor at least one (1) hour before his/her route is to start. When a regular driver needs a substitute, he/she shall notify the Supervisor of Transportation, who shall provide a substitute driver for that bus. Drivers reporting off please phone as follows: (Office) 797-3926 between 6:15 AM and 4:30 PM. Home and emergency numbers for the Transportation Supervisor will be available in the transportation office. Every attempt will be made to have someone available in the office during the above stated hours.
- ii. A person driving midday shall be calculated in thirds.
- iii. The Supervisor of Transportation shall submit to the Treasurer's Office the name of the driver and the number of days each substitute has driven and the name of the driver for whom he/she has substituted during each pay period.
- iv. When a driver reports off duty for a morning or afternoon trip, he/she shall be considered off duty for the full morning or afternoon, except in emergency situations approved by the Supervisor of Transportation. When a driver reports off for a partial or whole day, he/she is still eligible to receive extra trips posted that day.

d. Operational Practices

- i. Drivers shall operate buses in accordance with State Law, school bus driver training manual, and established local policy.
- ii. The driver shall keep in the bus an up-to-date route map and a time schedule for each trip.
- iii. Each driver must attend at least two (2) safety meetings per year.
- iv. The Supervisor of Transportation must provide a roster of the students assigned to each bus and a schedule for the entire school year, showing days school is in session and days-off periods for each school. Each driver shall receive such schedule within thirty (30) days from the beginning of the school year, and one (1) schedule will be posted in the drivers' room at all times.

- v. All buses shall be housed on Austintown Board of Education property unless other satisfactory arrangements have been made with the Supervisor of Transportation. Buses will not be taken home and parked on the streets, driveways, empty lots, etc. Drivers shall have the right to bid on garage location according to seniority.
- vi. The use of buses for reasons other than those authorized by Board policy is illegal.
- vii. The driver must make daily inspection for gasoline, oil, tire pressure, all lights and safety equipment. He/she shall also be responsible to keep the windshield and rear windows cleaned daily, or more often if necessary.
- viii. The driver shall keep the inside of the bus clean and swept daily. The Board shall provide for the exterior cleanliness of buses. All cleaning supplies will be provided by the Board.
- ix. Each driver shall immediately notify the bus maintenance department, in writing, of information as to any need for repairs on the forms provided in the drivers' room. For their protection drivers are urged to make out such forms, in duplicate, and retain a copy with the signature of the Supervisor of Transportation or of the fleet foreman, on the copy for any serious defects. Drivers are to keep out of the garage except to use the restroom or explain complications of their bus to the chief mechanic.
- x. Each driver is responsible for maintaining discipline on his/her bus. Student violators shall be reported to their respective principals or to the Supervisor of Transportation with a violation slip.
- xi. Any driver involved in a chargeable/cited accident, whether in a school bus or another vehicle including the driver's personal vehicle and regardless of how minor, must immediately report the accident to his/her supervisor. The driver must also report the accident to State or local police along with completing a report. Any chargeable traffic violation by a school bus driver at any time (including privately owned vehicles) must be reported to the Supervisor of Transportation.

Discipline for bus accidents resulting in property damage shall be determined by the Supervisor of Transportation on an individual basis. Discipline (i.e. suspensions) resulting in loss of earnings shall be administered only after the following factors are considered.

- a. Damage done to bus and other vehicle.
- b. Careless acts of wrongdoing.
- c. Violation of traffic regulations or driving rules.
- d. Past driving record and accident frequency.

Drivers' records shall be expunged following a two (2) year period of accident-free driving.

- xii. Drivers are to maintain schedules so as to arrive on time at all stops.



- xiii. A copy of the "trip board" will be posted in the break room for employees to review. The Board will provide a bulletin board in the break room for employees to post announcements.

e. Assignment of Extra Trips

- i. The Director or Supervisor of Transportation or designee shall notify and assign to drivers, in seniority rotation three (3) days in advance, of all field trips. Drivers may be asked to take field trips without three (3) days' notice in emergency situations. In making assignments, the driver first in rotation shall be assigned the trip-card bearing the earliest date and time. The others shall follow, in order, according to the dates and time of the trips. It is then the driver's responsibility to see that the trip is taken by a contracted driver if the assigned driver is unable to make the trip. Drivers mandated to take a seventy-five (75) mile plus or minus five (5) miles, trip resulting in being docked one-half (1/2) days wage shall receive an additional amount:

**\$24.05**

No extra-curricular trip shall be made if there is no floater/driver to accept all or part of the bus driver's assigned route.

An emergency trip list request shall be posted prior to the school year for signatures of those willing and able to accept trips with less than three (3) working days advance notice. These names shall then be posted in order of seniority. Refusal of an offered assignment from this list shall be considered a turn in the rotation sequence.

The Supervisor of Transportation shall have the right to specify which bus a driver is to take on any particular trip. The driver taking said trip is responsible for the interior cleanliness of the bus upon return. Drivers will be permitted to request the use of their own buses for field trips to the Supervisor of Transportation who shall react to such requests with reasons given if denied.

- ii. It is the responsibility of the Supervisor of Transportation to inform and request those responsible for ordering buses for extra trips to do so in plenty of time, in advance so as to correspond with this policy. If a trip should necessitate less than three (3) working days' notice, the emergency trip list shall be used.
- iii. A driver will be notified of a trip due him/her by having a trip notification placed in the driver's mailbox. A driver unable to be notified of a trip due him/her shall be passed by on that particular rotation of trips.
- iv. The Supervisor of Transportation shall post a roster of all drivers offered trips and shall keep a duplicate roster for verification should a discrepancy occur.
- v. The first trips of the school year shall begin the rotation with the driver

who follows in seniority the driver who took the last trip of the previous school year. The same procedure shall be followed for the emergency rotation list.

- vi. Extra trips should be posted in the bus office three (3) working days prior to the day of an extra trip. It will be helpful if a continual calendar is also maintained informing drivers of future trips; however, the sign-up period for such trips shall be in the three (3) days of official posting.
- vii. Drivers are required to sign up for extra trips during the normal assignment period of three (3) days. Drivers not desiring extra trips will have a red line marked through their name on the trip sheet until they wish again to take extra trips.
- viii. Compensation of the driver's hourly rate will be paid for call out of a canceled trip.
- ix. Every effort shall be made to provide a map or route instructions for all field trips and a file shall be maintained in the transportation office. The map or route instructions shall originate from regular drivers and be made available to subsequent drivers. All pertinent information shall be entered on the map or route instruction sheet including total mileage, routes to follow, driving time, one ways and pertinent parking information. Drivers shall be notified as to the approximate time the trip is expected to return.
- x. Drivers are required to stay at destination of extra trip except for one (1) hour at breakfast, lunch and/or dinner, if applicable, or released by trip advisor.
- xi. When a trip is canceled, another of comparable value will be assigned if possible.
- xii. A bus driver that has an extra duty assignment should not be able to accept a trip or another extra duty assignment if the times coincide.

f. Stand By Bus Drivers

- i. "Stand-by" driver routes will be made available to review as are all other bus routes no less than one (1) week prior to route bidding.
- ii. "Stand-by" drivers are drivers who have less than 6 assigned routes for the day and are expected to cover any route that is needed during their scheduled "stand-by" time.
- iii. "Stand-by" drivers will be chosen on a seniority rotation basis and based on their availability and meeting the time requirements for any open assignment/routes on a daily basis.
- iv. If a long term assignment route(s) becomes available and there is not a floater bus driver available, a "Stand-by" driver will be assigned to this

assignment/route(s). A "Stand-by" driver will be assigned based on a seniority rotation basis and based on their availability and meeting the time requirements. If there is more than one (1) "Stand-by" driver that meets these requirements, then the most senior "Stand-by" driver in rotation will be assigned to the long term assignment/route(s). A "Stand-by" driver cannot be considered for another open long-term assignment/route while currently assigned to a long-term assignment/route. Once a "Stand-by" driver has been assigned to a long-term assignment/route, they will remain on that assignment/route until the assignment/route has ended.

- v. Limit the number of stand-by drivers per tier to five.
- vi. If at any time during the school day additional or different assignment/route(s) need to be covered, the Transportation Administration has the right to change which assignment/route(s) a "stand-by" driver will be covering. This will be decided on the same basis as 2(a).
- vii. "Stand-by" drivers will be required to remain available within the transportation department during their stand-by time which ends at 8:15 a.m. in the morning and 4:15 p.m. in the afternoon. These times can be adjusted based on the needs of the School District on a year to year basis. "Stand-by" times will be available to review with all other bus routes no less than one (1) week prior to route bidding.
- viii. "Stand-by" drivers will be paid their regular hourly rate for any time that is added to their day due to stand-by coverage.

g. Compensation Schedule

- i. Regularly assigned drivers shall be paid according to compensation schedule contained in this agreement.
- ii. Compensation shall be determined from the above schedule at the beginning of the school year and shall be divided equally so that drivers receive payments throughout the entire calendar year. When during a contract year, the number of trips for a driver is necessarily increased or decreased, appropriate compensation adjustment shall be made. Trips shall consist of both morning and afternoon runs.
- iii. Experience shall include time regularly employed as a licensed school bus driver, but shall exclude time served as a substitute driver.
- iv. Drivers scheduled to drive any part of their regular route on a day that would cause the total number of assigned days driven to exceed the normal school calendar year plus three (3) days before the beginning of the school year shall be paid a sum equal to their normal daily wage in addition to their regular salaries.
- v. The CDL license will be reimbursed.

E. "Floating" Bus Driver



1. Definition

A floating bus driver (or "floater") shall be defined as one who is not assigned to a specific route and is responsible for running routes as necessary based on the unavailability of a regularly-assigned bus driver.

2. Assignments to Floating Bus Drivers.

Assignments to floaters shall be assigned by rotation. After ratification of this Agreement, there shall be created a "floater" assignment rotation list for bus drivers. The list shall contain the names of the floating drivers and shall be arranged according to district seniority with those employees having more district seniority ahead of those with less district seniority. The Employer shall maintain and post an assignment rotation list for floaters and shall also give a copy of the list and any updates to the President or President's designee.

Floating bus drivers will choose open routes on a rotation basis from the floater assignment rotation list starting with the most senior driver and proceeding through the list before outside substitutes are called.

Floating drivers shall have the option to remain on a long term assignment after they have been assigned. The floating driver may be removed from this long-term assignment if they are absent for reasons other than funeral leave or if the regular route driver returns to work.

3. Work When Not Assigned to Run a Route

If a floater is not assigned to run a route for a specific day, the Transportation Supervisor may assign the floater transportation-related duties.

4. Extra Trip/Mid-Day Lists

Floating bus drivers shall be included on the extra trip rotation and mid-day run list, if they want.

5. Full-time Openings

Floating drivers will be offered full-time bus driver openings by district seniority before outside applicants are considered.

6. Contractual Rights

Floating drivers will progress through the bus driver salary schedule as all newly hired employees, starting at Probationary Step 1, and retain a continuing contract as per the negotiated agreement.

All time worked as a floating driver will count towards their seniority in the event he/she is promoted to a regular full-time driver for salary purposes.

All "floater" bus drivers shall be members of OAPSE Local 194 or be subject to the fair share provision of the agreement.

Floating bus drivers shall be treated as regular bus drivers for the purposes of the collective bargaining agreement, unless expressly limited in this section.

The employer shall reserve the discretion to determine the proper size of the floating bus driver pool without limitation.

F. Mechanics

- All mechanics must have enough mechanical knowledge to perform routine maintenance on trucks, and buses, including oil changes, lubrication, brake adjustments, engine tune-ups, drive train, brake, suspension and steering, electrical systems, and other minor repairs; and
- All mechanics must be able to repair or rebuild Automatic Transmission.

G. Paraprofessionals

1. Paraprofessional Regulations (Excluding Special Education, Child-Specific and Self Contained Classroom Paraprofessionals)

- a. The workday for paraprofessionals will be the school calendar that matches the teacher report days that includes having a trade day in August for NEOEA day in October.
- b. Paraprofessionals will rotate on a seniority basis whenever needed for the absence of other paraprofessionals and secretaries within their building. Parapros may not accept assignments that interfere with their normal work hours with the exception of those holding only one (1) contract. These paraprofessionals may substitute for secretaries within their assigned building. Other parapros within the building will cover their hours. Only when all parapros within their building have been asked, and are unavailable to fill the position, should an outside substitute be used. Refusal of an offered position from the seniority rotation shall be considered a turn in the rotation sequence.

Each building shall post a roster displaying the seniority rotation. When serving on a substitute basis, all paraprofessionals will be paid his/her normal hourly rate. When considering the rotation the supervisor, principal or director shall evaluate the qualifications of the paraprofessionals in the rotation. These qualifications will be a factor in determining who shall be selected to serve on a substitute basis.

- c. Paraprofessionals will be given first consideration for summer work within their building. The summer work will be posted allowing voluntary sign up. The summer work will be decided by seniority and qualifications.

H. Bus Aides

1. Bus aides will bid by seniority basis, on bus routes in August with the drivers each school year. If any route changes by one and one half (1½) hour or more, it will be rebid.

**ARTICLE XX - SPECIAL EDUCATION, CHILD-SPECIFIC, SELF CONTAINED  
CLASSROOM PARAPROFESSIONALS REGULATIONS**

A. Classification

Special Education Paraprofessionals, including self-contained classroom and child-specific paraprofessionals shall be deemed separate classifications for the purposes of this Agreement.

B. Definition of Child Specific or Self Contained.

A child-specific or self-contained classroom paraprofessional is defined as a paraprofessional employee who has been assigned to provide services and assistance to a specific student or one specific classroom.

C. Work Day

Special Education, Child Specific and Self-Contained Paraprofessionals shall work the hours required to serve the best interests of the child or classroom they serve. Daily starting and ending times will be determined by administration to ensure maximum student contact time.

If a SPED Paraprofessional is reassigned to cover a shortage in another SPED classroom, that SPED Paraprofessional will be used for no more than twenty (20) days unless the reassigned paraprofessional agrees to stay on longer.

D. Notification of Assignment

CSPs will be notified of their tentative assignments for the next school year by the close of each current school year. In addition, CSPs and SPED Paraprofessionals who bid and accept another position during the school year shall not be allowed to move into any new position until a substitute or replacement is found for the position.

E. Assignment of CSP and SPED Paraprofessionals

The Board shall have the right to assign CSP and SPED Paraprofessionals based on the interests of the affected student(s) as determined by the administration. In reaching that decision the administration may consider: (1) the student(s) specific educational, social, emotional and personal needs; (2) the requirements of the student(s) IEP or 504 plan, if applicable; (3) the paraprofessionals training and qualifications required to adequately serve the student(s); (4) experience in the position; and (5) consistency serving the specific student or similarly situated student(s). This provision shall supersede any conflicting provision of this Agreement, including any posting and bid procedure, reduction in force or seniority provision.

F. Requirement to Work CSP Position

Notwithstanding any other section of this agreement, due to the unique nature of their assignment, CSPs shall not be permitted to "bump up" to any available job, even if it results in an increase in hours, or otherwise substitute for another employee in lieu of working their CSP position. CSPs shall work their designated assignment on a daily basis, unless absent from work.

## ARTICLE XXI - LEAVES

### A. SICK LEAVE

1. As provided by Ohio Revised Code 3319.141, employees shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1 ¼) days per month. Sick leave will be submitted into HR Kiosk within twenty-four (24) hours after leave occurs, failure to do so may result in disciplinary action.
2. An employee may use sick leave, when needed, upon the approval of the Superintendent for absence due to illness, injury, exposure to contagious disease, and to illness or death in the employee's immediate family. Immediate family is interpreted to include spouse, child, father, mother, grandparents, grandchildren, brother, sister, parent-in-law, brother-in-law, sister-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these. Any sick leave used in the case of an employee's immediate family shall be charged against the annual amount of sick leave as designated in Section A of this article.
3. In the event a bargaining unit member uses sick leave for more than five (5) consecutive days, the bargaining unit member may be required to furnish a physician's statement justifying the need for use of sick leave. Additionally, when a bargaining unit member has used five (5) sick days in a month, administration may require medical certification to justify the use of any subsequent sick leave. This discussion may occur each time in which a bargaining unit member has used five (5) sick leave days in the same month.
4. Falsification of a statement and/or falsification of use of sick leave is grounds for suspension or termination of employment under Section 3319.081 of the Revised Code. Additionally, an employee who uses sick leave but continues in employment for an employer other than the District (e.g., works another job) shall be considered falsification of sick leave and grounds for termination of employment.
5. Any employee who transfers from a public agency or school district shall be credited with the unused balance of his/her sick leave from that public agency or school district in accordance with Ohio Revised Code 3319.141.
6. Unused sick leave shall be cumulative up to two hundred seventy-six (276) unused days or the employee's normal work year, whichever is greater.
7. New employees and employees who have exhausted their sick leave shall be advanced five (5) days' sick leave. Employees who exhaust their sick leave shall have their fringe benefits paid for the duration of their illness.
8. Workers Compensation - All employees covered under the Agreement are protected under the Workers Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment. The employee shall have the option to use sick leave or wage reimbursement under the Act. Employees shall return to their former position upon return from illness or injury due to their employment and shall accrue seniority while on Workers Compensation.



B. PERSONAL LEAVE

Each bargaining unit member shall be granted three (3) paid, non-cumulative days of personal leave each school year. Such leave may be taken for no identified reason and with no restrictions, except not more than ten percent (10%) of the employees in the bargaining unit in a building (minimum of (2) two) may take such leave on any one (1) day. Arrangements shall be made forty-eight (48) hours in advance. Personal leave will be submitted into HR Kiosk twenty-four (24) hours prior to leave occurring. Each bargaining unit member shall have the right to convert any unused restricted leave to sick leave at the end of the school year.

C. ASSAULT LEAVE

Whenever an employee is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of and/or in the course of his/her employment, he/she shall be paid his/her full compensation for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. The employee shall forward to the treasurer's office within thirty (30) days of receipt any compensation paid as a result of said assault by Workers' Compensation. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties.

D. JURY DUTY

A regular classified employee shall be granted time off for jury duty and is not to suffer any loss of pay. Jury duty payment shall not be deducted from the employee's compensation. Employee shall not suffer any loss of pay for appearances in court as witnesses on behalf of the Board in connection with matters arising from board action or arising from their employment.

E. UNPAID LEAVE OF ABSENCE – PERSONAL ILLNESS/DISABILITY AND FAMILY AND MEDICAL LEAVE ACT

1. An employee who has worked twelve hundred and fifty (1250) hours or more during the twelve (12) month period preceding the commencement of the leave shall have the right to take Family and Medical Leave according to the terms of the Board Policy Number 3.03, which is incorporated into this Agreement. FMLA leave entitles the employee to have up to twelve (12) work weeks of unpaid leave for the birth of or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, or parent if such individual has a serious health condition or for the employee's serious health condition which disables him/her from performing the functions of his/her position. To the extent that the provisions of the FMLA leave are covered by other leaves provided in the negotiated agreement or other Board-approved documents, the twelve (12) weeks of leave and benefit coverage under the FMLA leave policy shall run concurrently with other existing benefits. In the case of parental leave, paid sick leave is limited to eight (8) weeks and must end no later than twelve (12) weeks following delivery or receipt of custody unless medical complications require longer use of sick leave.

Although FMLA leave is available for the birth, adoption or foster care of a child, an employee shall be required to take FMLA leave concurrent with other leaves available under the negotiated agreement for prenatal care pregnancy, illness associated with



pregnancy, court appearances, or other circumstances related to the adoption of a child or the placement of a foster care child. The Board of Education shall pay its share of the fringe benefit package to any eligible employee who is granted a parental leave for any portion of the twelve (12) week period not used under any other leave provision within the negotiated agreement. The District will use the applicable Department of Labor FMLA-related forms for the process.

The provision satisfies the Board's notice requirement under FMLA.

When bargaining unit member is aware of leave they must request paperwork from the board of the education office. All paperwork must be returned with the fifteen (15) day period. Failure to do so may result in delay of the leave taking effort.

Any absences past five (5) consecutive days or more, unless otherwise notified, will automatically prompt FMLA paperwork to be issued.

2. Non-FMLA Personal Illness/Disability Leave. Employees who have exhausted their FMLA leave or who have a non-FMLA qualifying personal illness, medical disability or family care issue may apply to the appropriate administrator for an unpaid leave of absence for a period of up to one (1) year. Such requests are subject to Board approval on a case-by-case basis and approval of such requests is not guaranteed. If the initial leave request is granted, the employee may request an extension of up to one (1) year, but extensions are not guaranteed.
3. Proper Medical Verification. All requests for unpaid leaves of absence under this Section and extensions of the same must be accompanied with proper medical verification from a physician.
4. Application. Application for a leave of absence under this Section shall be made at the employee's discretion and shall be in writing to the Superintendent or his/her designee to be presented to the Board.
5. Fringe Benefits. Employees who qualify under the provisions of the Family and Medical Leave Act and are on an approved leave of absence shall continue their fringe benefits as provided by the provisions of the Family and Medical Leave Act, if they are a part of the Board's insurance program. Notwithstanding the provisions of the FMLA, the Board agrees that any employee who chooses to do so, and whose leave qualifies for FMLA, will be permitted to exhaust all paid leave that he/she is entitled to under this agreement before the FMLA leave would begin to run.
  - a. Continuity of Service and Seniority. Employees on authorized unpaid leaves of absence under this Section shall be considered as maintaining the characteristics of continuity of service except that they shall not accrue seniority while on a leave.
  - b. Reinstatement. In all cases of unpaid leave of absence under this Section, the employee shall give written notice of his/her intent to return to his/her former position at least thirty (30) days prior to the expiration of the leave. If an employee is able to return to work at an earlier date than specified in the original leave request, he/she shall notify the Board at least fourteen (14) days prior to

returning to work.

- c. Insurance benefits shall discontinue for an employee who has exhausted his/her sick leave and has not officially applied for leave of absence in the month following the exhaustion of sick leave. An employee who qualifies under the FMLA shall follow the provisions therein before insurance benefits are discontinued.

F. PARENTAL LEAVE

A member of the bargaining unit who is pregnant or becomes a parent through birth or adoption shall apply for and be granted a parental leave of absence. The leave shall be for part or all of the semester, the remainder of the school year, or the entire school year, at the option of the employee. Upon application the employee shall state tentative plans for return to work. Upon request of the bargaining unit member by March 1, parental leave shall be extended for an additional year. The Board shall uphold all federal laws in excess of this provision.

Employees that qualify under the provisions of the FMLA on an approved parental leave of absence shall have their fringe benefits paid by the Board as provided under the FMLA. Following this period, persons continuing parental leave and who qualify prior to parental leave shall be granted the opportunity to purchase hospitalization, major medical, and life insurance under the District group plan. Their payment of premium must be made to the Board Treasurer for each month of coverage desired.

Parental leaves will be granted without payment or increment. The member of the bargaining unit on parental leave must notify the Assistant Superintendent, in writing, by March 1, of his/her intent to return or not to return to his/her position for the upcoming school year. Under any other circumstances, the member of the bargaining unit must give a minimum of three (3) weeks notification to the Assistant Superintendent prior to returning to work.

G. UNPAID MISCELLANEOUS LEAVE

Up to five (5) unpaid days may be permitted upon prior approval of the Superintendent providing that it does not cause a disruption or inconvenience to the normal day to day working environment of the school district. This leave may not be taken if an employee has exhausted sick leave and must be requested at least seven (7) work days in advance, except in emergency situations.

ARTICLE XXII – INSURANCE

An insurance committee will be created and used by the Board when shopping for Health Insurance. The Board will not begin shopping for new Health Insurance without the authorization of this committee. This committee will report their findings to both the AEA and OAPSE unions. Changes to Health Insurance can only be made when both AEA and OAPSE unions bring the proposed changes to their memberships for a vote. A majority vote must be given by a combination of both the AEA and OAPSE membership to adopt new Health Insurance.

The committee will be composed of the Superintendent (or designee), Treasurer, Assistant Treasurer, AEA President, AEA Vice-President, four (4) AEA members (one from each

building AES, AIS, AMS, Fitch to be selected by the AEA President), OAPSE President, OAPSE Vice-President, and two (2) OAPSE members to be selected by the OAPSE President. The insurance committee must be a majority vote in order to pursue changes in Health Care Insurance.

- A. The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Great Lakes Schools Council of Governments (COG). The Board shall provide health insurance through the COG. The coverage shall be the standardized COG.
- B. In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week. Any employees working less than thirty (30) hours will be offered medical insurance at one hundred percent (100%) of premium through the district, with the exception of bus drivers who will be offered medical insurance at thirty percent (30%) of the premium through the district.
- C. Employees shall pay ten percent (10%) of the medical premium.

Effective with the 2013-2014 school year, if the Board receives a "premium holiday" from their health care carrier for the cost of medical/prescription coverage for a month, then OAPSE members will not have to pay their share of the medical premium for the holiday month(s).

D. Preferred Provider - Doctors/Hospitals

- 1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Great Lakes Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- 2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by COG.
- 3. Coverage: See Plan Booklet for COG adopted coverage information.

E. Preferred Provider - Prescription Drugs

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

- 1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- 2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- 3. The deductible will be waived.
- 4. The list of covered expenses shall be agreed upon by the COG and the Great Lakes OEA office representative.
- 5. Mail order prescription: Mail order must be used for maintenance drugs in order for the

insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

- F. Spousal Coverage. Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.
- G. Same Sex Marriage. If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.
- H. Employees may not be paid cash in lieu of insurance benefits.
- I. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.
- J. Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

- K. Board-Provided Coverage for Term Life and Accidental Death and Dismemberment Insurance. The Board shall provide term life and accidental death and dismemberment coverage in the face value amount of thirty-thousand dollars (\$30,000) for each full-time bargaining unit member now or hereinafter employed and six thousand dollars (\$6,000) for each part-time bargaining unit member now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

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

- L. The Board shall provide dental coverage and pay 85% of the premium.

#### **ARTICLE XXIII – RETIREMENT/SEVERANCE PAY**

- A. At the time of retirement/disability from active service under the School Employees Retirement System, and with ten (10) or more years of service in Ohio, a bargaining unit member shall be paid for the value of his/her sick leave credit. Such payment shall be an amount determined by multiplying twenty-five percent (25%) of the number of sick leave days accrued up to two hundred seventy six days (276), sixty nine (69) days maximum. If Superintendent is notified of



retirement in writing on or before December 1<sup>st</sup>, employee is granted a \$5,000 bonus.

- B. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee. Severance pay will be paid within thirty (30) days of presentation to the Treasurer of the Board of Education a copy of the individual's retirement check from the School Employees Retirement System.
- C. The Board of Education will pay all employees who retire and qualify for SERS benefits, ten (10%) of the previous year's compensation bonus. Employees must be currently employed by the Austintown Local School District. Employees must retire and be eligible for SERS benefits at the time of retirement in order to qualify for the retirement bonus.

#### **ARTICLE XXIV - OPEN RECORDS**

School district administrative offices will maintain personnel records for all employees. These records will normally contain payroll information, sick leave vouchers, application forms, contracts and salary notices and such other information as deemed necessary. All disciplinary materials that may be used against a bargaining unit member shall be maintained in one (1) personnel file and the file will be kept in the files at the Central Office. Such information may include official letters directed to employees. Employees have the right at any time to inspect their file as to its contents in the appropriate administrative office. Bargaining unit members shall have the right to request a copy of any material in their personnel file.

Any employee may react to any item included in the personnel file, in writing, and have that information included in the personnel folder. Confidential reference letters will not be open for inspection. No anonymous letters or grievance information shall be kept in an employee's personnel file.

#### **ARTICLE XXV - EMPLOYEE EVALUATIONS**

An annual evaluation may be completed by the Principal, Supervisor, or Department Head for each employee on a limited contract.

Employees on continuing contracts will be evaluated no more than once every year, unless mutually agreed to by employee, supervisor, or department head. The evaluation will be discussed with the employee and a copy will be given to the employee and placed in his/her personnel file.

If the bargaining unit member disagrees with the content of the written evaluation, he/she may file a written objection with the Superintendent of schools. This rebuttal or reply to the evaluation will be physically attached to the evaluation and will be considered a part thereof unless mutually agreed to by employee, Principal, Supervisor or Department Head.

#### **ARTICLE XXVI - DRUG-FREE WORKPLACE**

The Board and the Union are committed to maintaining a healthy, safe and professional work environment conducive to effective operations in all departments. The presence of drugs or alcohol in the workplace, and/or the abuse of drugs or alcohol by employees is not consistent with a healthy, safe or professional work environment. The Union and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The Union and the Board are concerned with the health and well being of all employees and students. Behaviors related to substance use can endanger all employees and students, not just substance users. Therefore, the parties cannot condone and will not tolerate behaviors on the part of employees that relate to substance use, such as: (1) use of illegal drugs; (2) misuse of alcohol; (3) sale, purchase, transfer, use or possession of any illegal drugs; and



(4) arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected. The parties agree that it is in the best interest of the Board, Union and all students that the District be a drug and alcohol-free work place. The Union and the Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

The Board holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive Board support and assistance. However, if an employee has a substance problem and does not come forward, and the employee then tests positive for drug or alcohol use in violation of the following Drug-Free Workplace Program ("DFWP") provisions, the Board may immediately initiate proceedings to terminate the employee's employment for violation of this work rule. Employees whose jobs are subject to any special law or regulation, such as commercial driver's license ("CDL") holders, may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate the DFWP provisions are clearly spelled out below.

The five (5) key components of the DFWP consist of:

- A written policy that clearly spells out the program and how everyone benefits.
- Annual substance awareness education for all employees.
- Training for supervisors regarding their responsibilities.
- Drug and alcohol testing, the most effective way to change harmful substance use behaviors.
- Employee assistance.

The following provisions describe the Board's DFWP, and every employee is expected to read and understand them. The consequences stated in the following provisions will apply to anyone who violates the provisions.

A. SCOPE

This DFWP applies to all job applicants and all employees, including top management non-union employees as well as bargaining unit members.

B. DFWP ADMINISTRATOR

The Board will name a Drug-Free Workplace Administrator (the "Administrator"). It is the Administrator's responsibility to see that the Board DFWP is implemented, monitored and updated as needed. The Administrator will serve as the Board's liaison between and among the Board, the employee and any third party. The Administrator is also the primary recipient of the drug and alcohol test results. In the Administrator's absence, the results will be provided to the Superintendent or the Administrator's designee. If you have questions or need information about this policy or available resources, you should see the Administrator.

C. PROGRAM PROTECTIONS

This program is designed to protect employees from the behavior of substance users. Some of the protections built into the program are:

- Employee records such as testing results and referrals for help will be kept confidential. Confidential information will be disseminated only on a need-to-know basis and as

described in Section E. Any employee who violates confidentiality rights is subject to disciplinary action up to and including termination of employment.

- The Board is committed to employees who have a substance problem getting help. Each situation will be reviewed individually. Employee assistance is available for employees and their families as provided in this Policy.
- All supervisors will be trained in their duties related to testing before this program begins.
- Employees will receive substance awareness education from a qualified person to help identify problems and learn where to turn to for help. This will be done annually.
- Testing will be done through a federally certified laboratory that uses the highest level of care in ensuring that results are accurate. This process is accurate in detecting that the substances the Board is concerned about are present in the employee's "system" in sufficient quantity to lead to behaviors that may endanger the person or other employees. We also have a certified Medical Review Officer (MRO), who is a trained physician responsible for checking whether there is a valid reason for the presence of the substance in the employee's system. The MRO is an expert in substance use. When the MRO receives positive results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.
- The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established based on federal guidelines. There are many other protections for employees that are built in.
- An employee's violation of this Policy will not be reported to law enforcement unless required by law. However, in protection of the workforce, law enforcement may be requested to come onto Board property in conjunction with a referral for criminal prosecution.
- Cut-off levels are used to determine when an employee has enough of a certain drug or alcohol in his/her system so that it should be considered a positive test. These cut-off levels come from federal guidelines.

#### D. OBLIGATIONS AND PROHIBITIONS

1. The use, possession, sale, trade, transfer, manufacture, dispensing or transportation of controlled substances or alcohol on Board premises, on or in Board vehicles or equipment, while operating Board vehicles or equipment, during work time, during meal periods or breaks, or while on Board business will not be tolerated and is strictly prohibited. Any employee reporting for work or working with unauthorized drugs or alcohol in his/her body or possession will be subject to disciplinary action, up to and including discharge. Any employee violating this Policy will be subject to discipline, up to and including discharge.
2. Prescribed Drugs. It is the responsibility of the employee to notify the administration when he/she is under the influence of a legally prescribed drug that may affect employee's ability to perform his/her work duties. An employee may continue to work,

even though under the influence of a legal drug, if the administration has determined by appropriate method, including when necessary, contacting the prescribing physician or pharmacist, that the employee does not pose a threat to his/her safety or the safety of others and that the employee's job performance is not adversely affected. However, an employee under the influence of a legally prescribed drug may be required to take a leave of absence or comply with other appropriate action determined by the administration.

3. **Illegal Drugs.** The use, sale, possession, transfer, trade or purchase of illegal drugs may generate publicity or create circumstances adversely affecting the Board, its students or its employees and is, therefore, absolutely prohibited. Employees who engage in such conduct off premises will be subject to disciplinary action up to and including termination. If any employee is involved in the sale, purchase, trade or transfer of any illegal drug(s) while on Board time and/or while on/using Board property, the employee will be discharged, and all illegal drug(s) will be turned over to the proper law enforcement authorities.
4. **Criminal Violations.** Any employee who is arrested for or convicted of any criminal drug law while an employee of the Board is required to notify the DFWP Administrator within five (5) working days of the arrest or conviction. Failure of an employee to notify the DFWP Administrator of an arrest or conviction within five (5) days of the arrest or conviction will result in the termination of the employee immediately upon the Board discovering the arrest or conviction.

#### E. DRUG AND ALCOHOL TESTING

Testing is intended to detect problems, deter usage and allow appropriate corrective action. The form of testing will be urinalysis (EMIT screen, also referred to as a drug screen), plus a gas chromatography/mass spectrometry (GC/MS), confirmatory test for drugs, and breath or saliva with a confirmatory Evidentiary Breath Test (EBT) for alcohol.

1. Post Offer Pre-employment Substance Testing: As part of the Board's employment procedures, all applicants will be required to undergo a post- offer, pre-employment drug screen/test that is conducted by a contractor designated by the Board. Any offer of employment is contingent upon, among other things, satisfactory completion of this screening within three (3) days of the conditional offer, and the determination by the Board that the applicant is capable of performing the responsibilities of the position that has been offered. If a newly hired employee is required to report to work immediately, that employee will be tested within seven (7) days of his or her first day of employment and will be considered probationary until the results of the drug screen/test are known.
2. Reasonable Suspicion Substance Testing:
  - a. Reasonable suspicion drug and/or alcohol testing will occur when the Board and/or the administration has reason to suspect that an employee may be in violation of this DFWP. The suspicion must be documented in writing within twenty-four (24) hours of the event or prior to the release of the test findings. Reasonable suspicion testing may be based upon among other things:
    - i. Direct observation of drug/alcohol use or possession;

- ii. Observation of the physical symptoms of drug and/or alcohol use, including, but not limited to:
  - Low productivity
  - Impaired decision making (mistakes)
  - Increased accidents
  - Damage to equipment
  - Slurring of speech
  - Deteriorating work performance such as frequent absenteeism, excessive tardiness, recurrent accidents that appear to be related to the use of alcohol or a controlled substance and does not appear to be attributable to other factors
  - Report of use of alcohol or controlled substance provided by a reliable and credible source
  - Odor of alcohol or controlled substance
  - Absenteeism
  - Other abnormal conduct, erratic behavior, changes in affect or mood swings
  - Dilated pupils
- iii. Arrest or conviction for drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. Information provided by reliable and credible sources or independently corroborated regarding an employee's substance use;
- iv. Repeated or flagrant violations of the Board's safety or work rules which are determined by a supervisor to pose a substantial risk of physical injury or property damage which appears to be related to substance use and do not appear attributable to other factors;
- v. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test;
- vi. At the request of a police officer or at the request of a licensed physician who is not employed by the Board;
- b. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all supervisors will be trained in the recognition of drug and alcohol- related signs and symptoms. Testing may be for drugs or alcohol or both. An employee who is sent out for a reasonable suspicion test may not return to work until test results are known. Whether and when the employee will return to work will depend upon the results of the test. Time off will be compensated unless the test result is positive, in which case time off will not be compensated.
- c. If an employee is suspected of using or being under the influence of any drug or alcohol or is otherwise unable to perform his/her job in a safe or satisfactory manner, the supervisor shall have the employee taken to a medical facility for evaluation by utilizing a drug/alcohol screening, which is to include obtaining a



blood, urine, breath, saliva and/or other sample.

- d. If the employee is unwilling to report to a medical facility for evaluation and screening, the supervisor shall place the employee on suspension pending the results of testing or administrative determination and make arrangements for the employee to be transported home.
3. **Post-Accident Substance Testing:** Post-accident testing will be conducted whenever an accident occurs. For purposes of this policy, an accident is considered an unplanned, unexpected or unintended event that occurs on Board premises/property, during the conduct of the Board's business, or during working hours, or which involves Board supplied motor vehicles or motor vehicles that are used in conducting the Board's business, or is within the scope of employment, and which results in any of the following:
    - i. A fatality of anyone involved in the accident;
    - ii. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Board's place of employment;
    - iii. Vehicular damage in apparent excess of Seven Hundred Fifty Dollars (\$750); or
    - iv. Non-vehicular damage in apparent excess of Five Hundred Dollars(\$500).

Urine specimen collection (for a drug test) or breath/saliva (for an alcohol test) is to occur as soon as possible after an accident or injury. A specimen for a drug test will be collected within thirty-two (32) hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed within two (2) hours of the incident whenever possible, but in any event within eight (8) hours. If the employee is injured, it is a condition of employment that the employee herein expressly grants unto the Board and the administration, the right to request that attending medical personnel obtain appropriate specimens (breath, blood and/or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees herein expressly grant unto the Board and the administration, access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment related accident, to include, but not be limited to, a full medical report from the examining physician(s) or other health care providers.

4. Return to Duty/Follow Up Testing. This testing occurs when an employee who has previously tested positive is allowed to return to work under a "second-chance" or "last chance" agreement or when an employee who self-refers for assessment and/or treatment. This testing may include a drug and/or alcohol test. A return-to-duty test is required before employee is allowed to return to work and, if the employee fails this test, this will generally lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, there will be a series of four (4) or more additional tests conducted over a period of at least a year. Any employee with a second positive test result will be terminated.
5. Non-Compliance with Testing Requirement. Non-compliance with a supervisor's requests to submit to medical screening, to disclose and explain the nature of any



suspected substance, to leave the work area or Board facility or any other reasonable request, to interfere with the sample collection process, or to alter the sample in any fashion will be viewed as insubordination and subject to discipline, including termination for the first time refusal/violation. Any employee who refuses to consent to a drug or alcohol test shall be relieved of duty immediately without pay and shall be suspended without pay pending termination proceedings.

6. Substances To Be Tested For and Testing Procedures:

- a. **Escort Employee to Testing.** A supervisor or other member of management must accompany the individual being tested to the testing facility or otherwise arrange for the employee's safe transport to and from the testing facility and/or home.
- b. **Identification Required.** Any Board employee who is required to submit a sample for drug/alcohol testing to the designated collection facility may be required to show proof of identity which must include a picture I.D. to the personnel at the designated collection facility before providing the sample.
- c. **Split Specimen.** All testing under this policy shall be conducted at federally certified laboratories selected by the Board. The Board will arrange for its collection sites to do split specimen urine collection in the drug and alcohol testing process to facilitate appropriate re-testing. All drug and/or alcohol positive tests shall be confirmed by a second test. If the test results are positive for drugs and/or alcohol, the employee may be subject to disciplinary action up to and including discharge.
- d. **Medical Review.** All laboratory positive drug tests and alcohol tests will be reviewed by a MRO prior to being reported to the Board as a positive test. All information reviewed by the MRO will be treated as confidential information.
- e. **Adulterated Samples.** Any employee's sample submitted for drug/alcohol testing purposes that has been determined, by the Board designated qualified testing lab, to be an adulterated submitted sample will result in that said employee being disciplined up to and including termination from employment.
- f. **Diluted Or Otherwise Manipulated Samples.** Any employee's sample submitted for drug/alcohol testing purposes that has been determined, by Board designated qualified testing lab, to be a diluted or otherwise manipulated submitted sample will be considered a "refusal to take the test," which will result in that said employee being disciplined up to and including termination from employment.
- g. **Confidentiality.** Medical records and/or any reports pertaining to this policy involving an employee of the Board are confidential and subject to applicable privacy rights, will be disclosed only:
  - i. To those with a need to know.
  - ii. To defend any legal action brought by the employee.
  - iii. When required by law.
  - iv. If an employee participates in a rehabilitation program and authorizes the

Board in writing to release confidential medical information and/or reports.

- h. Drugs and Alcohol for Which Individuals May Be Tested – In addition to alcohol, the drugs which will be tested for are:

|                       |              |
|-----------------------|--------------|
| Cannabinoids          | Propoxyphene |
| (THC/marijuana, hash) |              |

- i. Substances. Systems presence testing is the procedure that is used to identify the presence of the following controlled substances or alcohol that may be present: (A negative initial screening test is considered a negative test.) For each of the tested drugs (amphetamines, cocaine, cannabinoids, opiates and PCP), there is an initial test used to screen urine specimen. If the initial screen is positive [at or higher than a cut-off level that comes from the federal Department of Health & Human Services (DHHS)], a second or confirmatory test is done. This is a different test and is considered accurate. Detection thresholds (or cut-off level) are standards that have been established by the DHHS for each of the above drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for pre-employment examination, reasonable suspicion test, post-accident test, follow up test or random test.

Breath alcohol testing will be conducted by a testing contractor that uses only certified equipment and personnel. Breath alcohol concentrations exceeding .02 will be considered a verified positive. In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical facility, a result equal to or greater than .02 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result.

The Board also may add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or legislation.

- j. Specimen Collection Procedure. Testing shall be conducted by trained personnel, who meet quality assurance and chain-of-custody requirements for urine collection and breath alcohol testing. Confidentiality is required from our labs. Any individual subject to testing under this Policy shall be permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen to be provided. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one (1) individual tested at a time. Failure to appear for testing when scheduled or otherwise required shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. Further, an employee who refuses to participate in testing may be denied workers' compensation benefits to which the employee may otherwise have been entitled.

- k. Refusal to submit (to an alcohol or drug test) means that an employee: (1) fails to provide adequate breath for alcohol testing without a valid medical explanation; (2) fails to provide an adequate urine sample without a genuine

inability to provide a specimen with a valid medical explanation; (3) failing to remain readily available for a post-accident test; or (4) engages in conduct that otherwise obstructs or unnecessarily delays the testing process.

- I. Costs. The Board will pay the costs of all testing, except when the employee requests a re-test and the re-test is positive, or when the employee is required to take follow-up tests because of a prior positive test result.

## 7. Storage Of Test Results And Right To Review Results

All records of drug/alcohol testing will be maintained and stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated Board employees. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Those designated Board employees that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employees tested under this Policy have the right to review and/or receive a copy of their respective test results. An employee may request from the DFWP Administrator, in writing, with a duly notarized Employee Request for Release of Drug Tests Results form, a copy of the test. The Board will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

## 8. Employee Rights Related to an Initial Positive Test Result

- a. An employee who tests positive under this DFWP will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the Board. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and or medications taken within the last thirty (30) days by the employee.

If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.) A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the Board.

- b. Employee Request to Test Split Sample. An employee can request that any positive drug test be re-tested utilizing the second part of the original split sample. The second part of the split sample must also be sent to a certified federal lab. The cost for testing the second part of the original sample is to be paid by the employee prior to conducting the split sample test. If the second part of the

original sample results in a positive then the test results are upheld as positive and the employee receives no refund for payment of the second part of the original sample. If the second part of the original sample tests negative, then the employee will be refunded all costs paid for the second part of the original sample. Additionally, any negative results from the second part of the original sample will officially nullify the original positive results and the employee's test will be finalized as an official negative.

F. CONSEQUENCES OF VIOLATIONS OF THIS POLICY AND POSITIVE TEST RESULTS

Employees who test positive for drugs or alcohol or otherwise violate this Policy will be immediately taken off work duties and are subject to discipline, up to and including, termination. Unless aggravating circumstances exist, or the employee is no longer qualified to perform his/her job duties, the Board will not terminate an employee solely for a first positive test.

Any employee who tests positive for drugs or alcohol, or who refuses or fails to submit to a test pursuant to this Policy, may be denied workers' compensation benefits.

G. EMPLOYEE EDUCATION AND SUPERVISOR TRAINING

1. Employee Education. Current employees and supervisors will attend an educational session to present and discuss this DFWP. There will be an opportunity to ask questions. In addition, a qualified professional will offer at least one (1) session designed to make employees aware of substance use as a problem, the effects it can have on the individual and the family, signs and symptoms of use, effects of commonly used drugs in the workplace, the model of chemical dependency, and how to get help. There will be a minimum of two (2) hours of educational awareness offered annually to all employees. New employees will learn about this program during orientation, and they will receive substance education as soon as possible thereafter.
2. Supervisor Training. Every supervisor will receive training about drug/alcohol testing responsibilities before the program or any testing associated with the program begins. In addition to the two (2) hour employee education, supervisors will receive four (4) hours of training from a qualified professional the first year, and two (2) hours of refresher training every year thereafter. New supervisors will receive at least two (2) hours of initial training within six (6) weeks of becoming a supervisor and an additional two (2) hours of initial training at a later date. This training will be designed to help supervisors recognize behaviors that demonstrate an alcohol or drug problem; how to document these behaviors and confront an employee about the problem; how to initiate reasonable suspicion testing; how to make appropriate referrals of an employee for an assessment of the problem or other assistance; how to follow up with employees who return to work after a positive test; and how to operate consistently with collective bargaining agreements, if applicable. No supervisor will have testing responsibilities until he/she is trained.

H. EMPLOYEE ASSISTANCE FOR SUBSTANCE ABUSE RELATED PROBLEMS

The Board is committed to offering assistance and rehabilitation to employees with a substance



problem. We are supportive of employees taking action on their own behalf to address a substance problem. Depending upon the circumstances of each particular situation, the Board may offer a second chance to employees who are willing to do something about their problem. When an employee tests positive for drugs or alcohol, is concerned about a substance issue, reveals or is determined to have a substance problem, the DFWP Administrator will meet with the employee and provide information of available employee-assistance services. It is important for the employee to come to an understanding regarding the extent of the problem in order to correct the problem and be able to avoid usage in violation of the DFWP Policy. If an employee is willing to actively engage in resolving the substance use problem, the Board will refer the employee to providers for an assessment and treatment if necessary. Depending on the circumstances in each individual case, the Board, in its discretion, may work with the employee to help him/her retain his/her job.

If any employee violates this policy, the Board, in its sole discretion depending upon the individual circumstances, may retain the employee. If the employee is not terminated, the employee will be required to meet with a substance professional and comply with his/her recommendations. The Board will be informed whether the employee is attending sessions and actively participating in any recommended programs, but will not receive information about specifics of the counseling or program in order to maintain confidentiality. An employee who has not been terminated and who participates in, and completes, assessment and treatment to the satisfaction of the Substance Abuse Professional will be allowed to return to work, subject to signing a "second chance" or "last chance" agreement acknowledging that a second violation of this Policy may result in immediate termination of employment. The employee will be tested prior to being allowed to return to work and at various times thereafter.

## **I. DEFINITIONS**

1. "LEGAL DRUG" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. This term also includes alcohol as defined in this policy.
2. "ILLEGAL DRUG" means any drug or substance: (1) which is not legally obtainable and whose use, sale, possession, purchase or transfer is restricted or prohibited by law; or (2) which is legally obtainable but has not been legally obtained. The term "illegal drug" broadly refers to all forms of narcotics, depressants, stimulants, hallucinogens, cocaine, crack, amphetamines, or other drugs or preparation which alter a person's physical or emotional state, including marijuana. This term also includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. The term "illegal drug usage" or "illegal drug abuse" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed or the abusive use of alcohol or a legally prescribed drug.
3. "DRUG/DRUGS" or "SUBSTANCE/SUBSTANCES" refers to the definition of "illegal drugs" that are stipulated in this policy. This term also includes any chemical or biological substance that has known mind or motor functioning-altering effects on the human being. Additionally, the term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code.
4. "WORKPLACE" or "BOARD PREMISES" is defined as the site for the performance



of any work done in connection with the District and includes any school building, school property, including parking lots, school-owned vehicles or school-approved vehicles used to transport students to and from school or school-approved vehicle used to transport students to and from school or school activities (including those activities at sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of school authorities.

5. "CONTROLLED SUBSTANCE" is any substance which can only be legally obtained by prescription from a licensed medical practitioner.
6. "ALCOHOL" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.
7. "PHYSICAL EXAMINATION" means a comprehensive medical examination conducted under the supervision of a doctor (physician).
8. "URINE TEST" means the collection of urine samples and their submission to a laboratory for analysis for drugs or alcohol. A positive result from a urine test means that drugs and/or alcohol were present in the urine; a negative means they were not present.
9. "MEDICAL REVIEW OFFICER (MRO)" is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

J. DENIAL OF WORKERS' COMPENSATION BENEFITS

All employees covered under this DFWP who test positive for drugs or alcohol can be denied Workers' Compensation Benefits. A positive test result creates a rebuttable presumption that the proximate cause of the employee's injury is the alcohol or controlled substance. Positive for rebuttable presumption is any positive drug test and/or any alcohol test that is .08 or greater.

K. RESERVATION OF RIGHTS

The Board reserves the right to interpret, change, or rescind this policy in whole or in part with or without prior notice. In addition, changes to applicable federal, state or other laws may require the Board to modify or supplement this policy. This policy does not create a binding employment contract or modify an existing contract.

L. AMERICANS WITH DISABILITIES ACT

This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

## ARTICLE XXVII - PRIOR AGREEMENTS

This Master Agreement represents the full understanding and commitments between the parties and replaces all previous agreements.

## ARTICLE XXVIII - INVALIDATED SECTIONS

In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect.

## ARTICLE XXIX - DURATION

This Agreement shall be in effect from July 1, 2024, and shall remain in full force and effect through June 30, 2027.

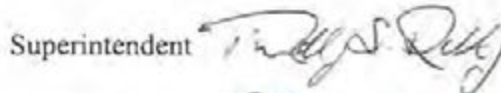
IN WITNESS WHEREOF, the parties have caused the execution of multiple copies of this Agreement by their duly authorized representatives as of the day and date first, above, written.

### **THE AUSTINTOWN LOCAL BOARD OF EDUCATION**

President



Superintendent



Chief Negotiator



### **THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 194**

President

Ther A. De J

Chief Negotiator

And Ju

Negotiating Team Member

Gaureth Borkind

Negotiating Team Member

Joseph T. Pawlan

Negotiating Team Member

Josh Z

Negotiating Team Member

Quincy R. Karon

Negotiating Team Member

Dick Tuller

Negotiating Team Member

Jaclyn Jagulli

Negotiating Team Member

June Andrews

Ramona Alexander

Nicole Morrison

Stephen B. Smith

Jason B. Perry

## COMPENSATION SCHEDULES GOVERNING SPECIFIC CLASSIFICATIONS

\*All compensation schedules contained in this section apply only to those employees who are not probationary employees of the District. All compensation schedules are also subject to the provisions of Art. X, which prevail when applicable.

### CLASSIFIED MAINTENANCE

1. Compensation schedule (includes paid holidays negotiated for twelve (12) month employees). See salary schedules.
2. Maintenance Regulations

#### **Added Responsibility Schedule**

|   |            |
|---|------------|
| Licensed Maintenance Specialist         | \$2,640.83 |
| State Asbestos Licensed Program Manager | \$1,248.03 |

Maintenance Specialist stipend will forfeit license in lieu of moving to the athletic groundskeeper salary schedule.

Maintenance department employees shall receive a \$1,500 stipend.

### **CUSTODIANS AND SWEEPER CLEANERS**

1. Compensation Schedule (includes paid holidays negotiated for twelve (12) month employees) See salary schedule.

Twelve (12) month, two hundred sixty (260) days, eight (8) hours per day, two thousand eighty (2,080) hours per year

See salary schedule. Holiday pay as provided by law. CUSTODIANS AND SWEEPER CLEANERS.

#### **Added Responsibilities:**

|   |           |
|---|-----------|
| Licensed Custodian                                  | \$ 624.02 |
| Head Cust AELC                                      | 1278.11   |
| Head Cust-AES-AIS                                   | 2,076.84  |
| Head Cust-AMS                                       | 2076.84   |
| Head Cust-Fitch                                     | 2,700.86  |
| Afternoon Turn Leader Fitch                         | \$ 549.10 |
| Afternoon Turn Leader –all buildings (except Fitch) | \$ 384.37 |
| Afternoon Turn Differential                         | \$ 374.41 |



- Sweeper cleaners are required to work the school calendar plus five (5) days.

### **ATHLETICS GROUNDSKEEPER**

1. Compensation schedule (includes paid holidays negotiated for twelve (12) month employees.) See salary schedule.

The Athletic Groundskeeper shall be directed by the Athletic Director. Twelve (12) months, two hundred sixty (260) days, eight (8) hours per day, two thousand eighty (2,080) hours per year.

### **SECRETARIAL STAFF**

1. Compensation Schedules – see salary schedules.

#### **10-Month Secretary**

Includes a maximum of eight (8) paid holidays as provided in Article VI.A. Ten (10) months. Work days will consist of school calendar plus 4 weeks.

#### **12-Month Secretaries**

Compensation Schedule includes paid holidays negotiated for twelve (12) month employees as provided in Article VI.A.

Holiday pay as negotiated.

Twelve (12) months, two hundred sixty (260) days, at eight (8) hours; two thousand eighty(2,080) hours per year

The following secretaries will receive an additional annual stipend as listed below.

#### **Additional Stipends:**

|  |          |
|--|----------|
| Board Sec-Payroll and Accounts Payable/Accounts Receivable | \$675.00 |
|--|----------|

|              |          |
|--------------|----------|
| HS Treasurer | \$350.00 |
|--------------|----------|

|               |          |
|---------------|----------|
| AES Treasurer | \$250.00 |
|---------------|----------|

|               |          |
|---------------|----------|
| AIS Treasurer | \$250.00 |
| AMS Treasurer | \$250.00 |

## **FOOD SERVICE**

Compensation Schedule –see salary schedules.

### **Added Responsibility Schedule:**

|                         |           |
|-------------------------|-----------|
| Kitchen Manager Stipend | \$1700.00 |
|-------------------------|-----------|

### **Additional Duties Compensation**

A cook taking full responsibility as manager (when manager is absent) shall be paid additional compensation per day.

**\$4.72**

### **Food Service Contracted Calendars:**

**Kitchen Managers:** school calendar plus six (6) additional days for in-service and kitchen work

**FS Long hour employees:** school calendar plus four (4) additional days for in-service and kitchen work

**FS Short hour employees:** school calendar plus three (3) additional days for in-service and kitchen work

**\*Additional mandatory pay days/hours may be needed from time to time for special circumstances such as training. \***

Any food requested from the cafeteria shall be paid for by the group or individual requesting such, based on materials used and cost of labor or for the price normally charged.

## **TRANSPORTATION SCHOOL BUS DRIVERS**

1. Compensation schedule (includes a maximum of eight (8) paid holidays as negotiated).
2. Work days will consist of school calendar plus three (3) days before the school year.
3. Bus Driver Safety Bonus
  - A. District Contracted School Bus Drivers who meet the Safety Bonus qualifying criteria each

trimester shall be eligible for a trimester bonus of \$800. The total amount a driver may be eligible each school year is \$2400.

B. Trimester Compensation Schedule

- i. Start of school year November compensation shall be last to pay in December
- ii. December through February compensation shall be last to pay in March
- iii. March through end of school year compensation shall be last to pay in June

C. School Bus Safety Qualifying Criteria

- i. The driver cannot be convicted of a moving violation while operating the school bus
- ii. The driver cannot be convicted of a chargeable accident while operating the school bus
- iii. The driver cannot be involved in any incident with damage in excess of normal wear and tear to the school bus. Any questionable incidents will be reviewed by the Transportation Supervisor, Union President and/or designee.
- iv. The driver cannot receive a written violation of the Ohio Pupil Transportation Operation and Safety Rules (3301-83-12). The Transportation Supervisor shall discuss any written violations with the driver; the Transportation Supervisor's decision is final.
- v. The driver cannot exceed 5 sick or unpaid days per trimester period. Three (3) bereavement days may be used for the death of an immediate family member without disqualifying the driver.
- vi. Drivers under works compensation may be eligible for the Safety Bonus if all other Safety Bonus qualifying criteria has been met and the driver must work 50% of the next trimester.

4. Bus Driver Attendance Bonus

- A. The Bus Driver Safety Bonus (Section 3) will become the Bus Driver Attendance Bonus.
- B. The eligible bonus amount of \$800 per trimester (Section 3(A)) and the Trimester Compensation Schedule (Section 3(B)) will remain the same.
- C. All provisions referring to safety or relating to moving violations (Section 3(c)(i)(ii)(iii)(iv)) will be removed and attendance will be the only factor used to determine eligibility of the bonus.
- D. All provisions referring to sick days, unpaid days and bereavement days permitted (Section 3(C)(v)) will remain the same.
- E. Midday run absences will be calculated in thirds. Specifically, missing midday only will count as one-third (1/3) of one-days absence.
- F. Personal days consisting of three (3) days per school year, will not count towards the maximum five (5) absentee days permitted to be eligible for the bonus payment.
- G. Drivers approved for workers compensation benefits will be eligible for the attendance bonus if all other attendance criteria were met prior to Workers Compensation incident.

**MECHANICS – See salary schedules.**

1. Bus Garage Mechanics Regulations

- a. All Mechanics will receive a stipend of \$1,500.

Stipend for Mechanics with four (4) years of experience

**\$727.01**

- b. The Board shall provide rental uniforms and coverall or shop coats for bus garage personnel.
  - c. Bus mechanics shall receive an annual allowance of up to Four Hundred (\$400) dollars each to replace broken or worn out tools upon presentation of the tool to be replaced. This allowance does not apply to tools under warranty or guarantee.
- 2. Compensation schedule includes paid holidays as negotiated for twelve (12) month employees.

### **PARAPROFESSIONALS**

This section is subject to Article X, as applicable.

- 1. Compensation schedule (includes holidays as negotiated for nine (9) month employees). See salary schedules.

The workday for paraprofessionals will be the school calendar that matches the teacher report days that includes having a trade day in August for NEOEA day in October.

\*Identified as: Monitors, media, classroom assistant, special education, clerical, self-contained classroom, and child-specific paraprofessionals.

### **MEDICAL ASSISTANT**

Compensations schedule (includes holidays as negotiated for nine (9) month employees). See salary schedules.

Work day will consist of the school calendar plus four (4) additional work days before the beginning of the school year.

### **IT COMPUTER TECHNICIAN**

- 1. Compensation schedule (includes holidays as negotiated for nine (9) month and twelve (12) month employees). See salary schedules.

Full-time Computer Technician classification personnel will receive a \$1,500 stipend to be rolled into their regular salary.



**AUSTINTOWN LOCAL SCHOOLS OAPSE SALARY SCHEDULE 2024-2025**

| 3%   |                         | MED                          |                |            |       |                  |            |
|------|-------------------------|------------------------------|----------------|------------|-------|------------------|------------|
| Year | Short Hour Food Service | Hourly for Long Hour (6-7-8) | Hourly ParaPro | Hourly S/C | ASST  | Trans Parts Tech | HR AV TECH |
| 0    | 13.85                   | 13.85                        | 14.69          | 13.25      | 14.26 | 15.92            | 14.26      |
| 1    | 14.03                   | 14.03                        | 15.00          | 13.67      | 14.81 | 16.23            | 14.81      |
| 2    | 16.39                   | 17.19                        | 16.32          | 16.67      | 15.37 | 17.41            | 19.55      |
| 3    | 17.09                   | 17.33                        | 17.04          | 17.39      | 16.06 | 17.84            | 20.22      |
| 4    | 17.87                   | 18.45                        | 17.87          | 18.16      | 16.84 | 18.79            | 21.07      |
| 5    | 17.93                   | 18.56                        | 17.99          | 18.24      | 16.96 | 18.92            | 21.22      |
| 6    | 17.99                   | 18.68                        | 18.16          | 18.32      | 17.12 | 19.04            | 21.36      |
| 7    | 18.09                   | 18.82                        | 18.32          | 18.39      | 17.26 | 19.18            | 21.50      |
| 8    | 18.16                   | 18.95                        | 18.47          | 18.47      | 17.40 | 19.33            | 21.65      |
| 9    | 18.24                   | 19.07                        | 18.58          | 18.52      | 17.51 | 19.45            | 21.81      |
| 10   | 18.32                   | 19.20                        | 18.73          | 18.58      | 17.65 | 19.58            | 21.93      |
| 11   | 18.39                   | 19.37                        | 18.88          | 18.66      | 17.79 | 19.70            | 22.07      |
| 12   | 18.47                   | 19.51                        | 18.99          | 18.73      | 17.90 | 19.83            | 22.21      |
| 13   | 18.52                   | 19.62                        | 19.15          | 18.79      | 18.05 | 19.96            | 22.33      |
| 14   | 18.58                   | 19.75                        | 19.29          | 18.88      | 18.18 | 20.09            | 22.47      |
| 15   | 18.63                   | 19.88                        | 19.45          | 18.93      | 18.32 | 20.23            | 22.62      |
| 16   | 18.72                   | 20.01                        | 19.58          | 18.99      | 18.45 | 20.36            | 22.75      |
| 17   | 18.78                   | 20.13                        | 19.70          | 19.06      | 18.57 | 20.49            | 22.90      |

| Year | Grounds-keeper | Custodian | Maintenance | mo Secretaro Secre | Bus Drivers | Mechanics |
|------|----------------|-----------|-------------|--------------------|-------------|-----------|
| 0    | 16.60          | 16.60     | 16.60       | 14.51              | 14.50       | 19.39     |
| 1    | 16.87          | 16.87     | 16.87       | 15.38              | 15.38       | 20.42     |
| 2    | 19.67          | 18.19     | 19.67       | 17.69              | 18.03       | 21.21     |
| 3    | 19.79          | 18.30     | 19.79       | 17.82              | 18.13       | 21.37     |
| 4    | 20.86          | 19.35     | 20.86       | 18.94              | 19.19       | 22.60     |
| 5    | 20.97          | 19.48     | 20.97       | 19.08              | 19.31       | 22.74     |
| 6    | 21.07          | 19.59     | 21.07       | 19.21              | 19.43       | 22.90     |
| 7    | 21.19          | 19.69     | 21.19       | 19.35              | 19.53       | 23.18     |
| 8    | 21.30          | 19.81     | 21.30       | 19.49              | 19.65       | 23.25     |
| 9    | 21.42          | 19.91     | 21.42       | 19.62              | 19.76       | 23.32     |
| 10   | 21.54          | 20.03     | 21.54       | 19.76              | 19.87       | 23.39     |
| 11   | 21.65          | 20.15     | 21.65       | 19.89              | 19.98       | 23.47     |
| 12   | 21.76          | 20.25     | 21.76       | 20.02              | 20.09       | 23.57     |
| 13   | 21.88          | 20.37     | 21.88       | 20.16              | 20.21       | 23.63     |
| 14   | 21.99          | 20.49     | 21.99       | 20.30              | 20.32       | 23.70     |
| 15   | 22.10          | 20.60     | 22.10       | 20.44              | 20.44       | 23.78     |
| 16   | 22.21          | 20.71     | 22.21       | 20.57              | 20.55       | 23.85     |
| 17   | 22.32          | 20.82     | 22.32       | 20.70              | 20.65       | 23.93     |

## AUSTINTOWN LOCAL SCHOOLS

## OAPSE SALARY SCHEDULE 2025-2026

| 3%   |                         |                              |                |                    | MED         |                  |            |
|------|-------------------------|------------------------------|----------------|--------------------|-------------|------------------|------------|
| Year | Short Hour Food Service | Hourly for Long Hour (6-7-8) | Hourly ParaPro | Hourly S/C         | ASST        | Trans Parts Tech | HR AV TECH |
| 0    | 14.27                   | 14.27                        | 15.13          | 13.64              | 14.68       | 16.40            | 14.68      |
| 1    | 14.45                   | 14.45                        | 15.45          | 14.08              | 15.26       | 16.72            | 15.26      |
| 2    | 16.88                   | 17.71                        | 16.80          | 17.17              | 15.83       | 17.93            | 20.14      |
| 3    | 17.60                   | 17.85                        | 17.55          | 17.91              | 16.54       | 18.37            | 20.83      |
| 4    | 18.41                   | 19.00                        | 18.41          | 18.70              | 17.35       | 19.35            | 21.71      |
| 5    | 18.47                   | 19.12                        | 18.53          | 18.79              | 17.47       | 19.49            | 21.85      |
| 6    | 18.53                   | 19.24                        | 18.70          | 18.87              | 17.63       | 19.62            | 22.00      |
| 7    | 18.63                   | 19.38                        | 18.87          | 18.94              | 17.78       | 19.75            | 22.14      |
| 8    | 18.70                   | 19.52                        | 19.02          | 19.02              | 17.92       | 19.91            | 22.30      |
| 9    | 18.79                   | 19.64                        | 19.14          | 19.07              | 18.04       | 20.03            | 22.46      |
| 10   | 18.87                   | 19.78                        | 19.29          | 19.14              | 18.18       | 20.17            | 22.59      |
| 11   | 18.94                   | 19.96                        | 19.45          | 19.22              | 18.32       | 20.30            | 22.74      |
| 12   | 19.02                   | 20.09                        | 19.56          | 19.29              | 18.44       | 20.42            | 22.87      |
| 13   | 19.07                   | 20.21                        | 19.72          | 19.35              | 18.59       | 20.56            | 23.00      |
| 14   | 19.14                   | 20.34                        | 19.87          | 19.45              | 18.72       | 20.69            | 23.15      |
| 15   | 19.19                   | 20.48                        | 20.03          | 19.50              | 18.87       | 20.84            | 23.30      |
| 16   | 19.28                   | 20.61                        | 20.17          | 19.56              | 19.00       | 20.97            | 23.44      |
| 17   | 19.34                   | 20.73                        | 20.30          | 19.63              | 19.13       | 21.10            | 23.58      |
|      |                         |                              |                |                    |             |                  |            |
| Year | Grounds-keeper          | Custodian                    | Maintenance    | mo Secretaro Secre | Bus Drivers | Mechanics        |            |
| 0    | 17.10                   | 17.10                        | 17.10          | 14.95              | 14.94       | 19.98            | 20.16      |
| 1    | 17.38                   | 17.38                        | 17.38          | 15.84              | 15.84       | 21.04            | 20.46      |
| 2    | 20.26                   | 18.74                        | 20.26          | 18.22              | 18.57       | 21.84            | 20.97      |
| 3    | 20.38                   | 18.85                        | 20.38          | 18.35              | 18.67       | 22.01            | 21.09      |
| 4    | 21.48                   | 19.93                        | 21.48          | 19.51              | 19.76       | 23.28            | 21.76      |
| 5    | 21.60                   | 20.06                        | 21.60          | 19.65              | 19.89       | 23.42            | 21.87      |
| 6    | 21.71                   | 20.18                        | 21.71          | 19.79              | 20.01       | 23.58            | 21.99      |
| 7    | 21.82                   | 20.28                        | 21.82          | 19.93              | 20.11       | 23.87            | 22.11      |
| 8    | 21.94                   | 20.40                        | 21.94          | 20.07              | 20.24       | 23.94            | 22.23      |
| 9    | 22.07                   | 20.51                        | 22.07          | 20.21              | 20.35       | 24.02            | 22.34      |
| 10   | 22.18                   | 20.63                        | 22.18          | 20.35              | 20.46       | 24.09            | 22.45      |
| 11   | 22.30                   | 20.75                        | 22.30          | 20.49              | 20.58       | 24.18            | 22.57      |
| 12   | 22.42                   | 20.86                        | 22.42          | 20.62              | 20.69       | 24.27            | 22.68      |
| 13   | 22.53                   | 20.98                        | 22.53          | 20.76              | 20.81       | 24.34            | 22.80      |
| 14   | 22.65                   | 21.10                        | 22.65          | 20.91              | 20.93       | 24.41            | 22.92      |
| 15   | 22.77                   | 21.22                        | 22.77          | 21.05              | 21.05       | 24.50            | 23.04      |
| 16   | 22.87                   | 21.33                        | 22.87          | 21.19              | 21.16       | 24.57            | 23.15      |
| 17   | 22.99                   | 21.44                        | 22.99          | 21.32              | 21.27       | 24.64            | 23.27      |

**AUSTINTOWN LOCAL SCHOOL DISTRICT OAPSE SALARY SCHEDULE 2026-2027**

| 4%   |                         |                              |                |            | MED   |                  |            |
|------|-------------------------|------------------------------|----------------|------------|-------|------------------|------------|
| Year | Short Hour Food Service | Hourly for Long Hour (6-7-8) | Hourly ParaPro | Hourly S/C | ASST  | Trans Parts Tech | HR AV TECH |
| 0    | 14.84                   | 14.84                        | 15.73          | 14.19      | 15.27 | 17.06            | 15.27      |
| 1    | 15.03                   | 15.03                        | 16.06          | 14.64      | 15.87 | 17.39            | 15.87      |
| 2    | 17.55                   | 18.41                        | 17.48          | 17.85      | 16.46 | 18.65            | 20.94      |
| 3    | 18.30                   | 18.57                        | 18.25          | 18.62      | 17.20 | 19.11            | 21.66      |
| 4    | 19.14                   | 19.76                        | 19.14          | 19.45      | 18.04 | 20.12            | 22.57      |
| 5    | 19.21                   | 19.88                        | 19.28          | 19.54      | 18.17 | 20.27            | 22.73      |
| 6    | 19.28                   | 20.01                        | 19.45          | 19.63      | 18.34 | 20.40            | 22.88      |
| 7    | 19.37                   | 20.16                        | 19.63          | 19.69      | 18.49 | 20.54            | 23.03      |
| 8    | 19.45                   | 20.30                        | 19.78          | 19.78      | 18.64 | 20.71            | 23.19      |
| 9    | 19.54                   | 20.42                        | 19.90          | 19.84      | 18.76 | 20.83            | 23.36      |
| 10   | 19.63                   | 20.57                        | 20.06          | 19.90      | 18.91 | 20.97            | 23.49      |
| 11   | 19.69                   | 20.75                        | 20.22          | 19.99      | 19.05 | 21.11            | 23.64      |
| 12   | 19.78                   | 20.90                        | 20.35          | 20.06      | 19.18 | 21.24            | 23.79      |
| 13   | 19.84                   | 21.02                        | 20.51          | 20.12      | 19.33 | 21.38            | 23.92      |
| 14   | 19.90                   | 21.15                        | 20.67          | 20.22      | 19.47 | 21.52            | 24.07      |
| 15   | 19.96                   | 21.29                        | 20.83          | 20.28      | 19.63 | 21.67            | 24.23      |
| 16   | 20.05                   | 21.44                        | 20.97          | 20.35      | 19.76 | 21.81            | 24.37      |
| 17   | 20.11                   | 21.56                        | 21.11          | 20.41      | 19.89 | 21.95            | 24.53      |

| Year | Grounds-keeper | Custodian | Maintenance | mo Secretaro | Secre | Bus Drivers | Mechanics |
|------|----------------|-----------|-------------|--------------|-------|-------------|-----------|
| 0    | 17.79          | 17.79     | 17.79       | 15.55        | 15.53 | 20.78       | 20.96     |
| 1    | 18.07          | 18.07     | 18.07       | 16.47        | 16.47 | 21.88       | 21.28     |
| 2    | 21.07          | 19.48     | 21.07       | 18.94        | 19.31 | 22.72       | 21.81     |
| 3    | 21.20          | 19.61     | 21.20       | 19.09        | 19.42 | 22.89       | 21.93     |
| 4    | 22.34          | 20.73     | 22.34       | 20.29        | 20.56 | 24.21       | 22.63     |
| 5    | 22.46          | 20.86     | 22.46       | 20.43        | 20.69 | 24.36       | 22.74     |
| 6    | 22.57          | 20.99     | 22.57       | 20.58        | 20.81 | 24.53       | 22.87     |
| 7    | 22.70          | 21.10     | 22.70       | 20.73        | 20.92 | 24.83       | 22.99     |
| 8    | 22.82          | 21.22     | 22.82       | 20.88        | 21.05 | 24.90       | 23.11     |
| 9    | 22.95          | 21.33     | 22.95       | 21.02        | 21.16 | 24.98       | 23.24     |
| 10   | 23.07          | 21.46     | 23.07       | 21.16        | 21.28 | 25.06       | 23.35     |
| 11   | 23.19          | 21.58     | 23.19       | 21.31        | 21.40 | 25.15       | 23.47     |
| 12   | 23.31          | 21.69     | 23.31       | 21.45        | 21.52 | 25.24       | 23.59     |
| 13   | 23.43          | 21.82     | 23.43       | 21.59        | 21.65 | 25.31       | 23.71     |
| 14   | 23.56          | 21.95     | 23.56       | 21.75        | 21.77 | 25.39       | 23.83     |
| 15   | 23.68          | 22.07     | 23.68       | 21.89        | 21.89 | 25.48       | 23.96     |
| 16   | 23.79          | 22.19     | 23.79       | 22.03        | 22.01 | 25.55       | 24.07     |
| 17   | 23.91          | 22.30     | 23.91       | 22.18        | 22.12 | 25.63       | 24.20     |