

**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE BIG WALNUT LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND**

**OAPSE/AFSCME LOCAL 4/AFL-CIO  
AND IT'S LOCAL #524**

| **July 1, ~~2017-2020~~ – June 30, ~~2020~~2022**

## **TABLE OF CONTENTS**

## **ARTICLE 1**

### **DEFINITIONS**

- A. **Board** means the Big Walnut Local District Board of Education or anyone authorized to act on behalf of the Big Walnut Local School District Board of Education.
- B. **Days** means calendar days, ~~does not mean~~ school days or work days (unless otherwise specified).
- C. **District** means Big Walnut Local School District.
- D. **Employee** means a member of the Local.
- E. **Local** means OAPSE Local #524
- F. **Superintendent** means the Superintendent of the District or a designee.
- G. **Union** means OAPSE/AFSCME Local 4/AFL-CIO.
- H. **Work Day** means any day an Employee is scheduled to work Monday through Friday.
- I. **Seniority**
1. System Seniority means an Employee's total continuous time of service with the District as computed from the Employee's most recent date of hire.
  2. Job Classification Seniority means an Employee's length of employment in a particular job classification as computed from the Employee's most recent date of entry into such job classification.
- J. **Extra Work** means any time worked beyond an Employee's regular hours, including all work related to other activities approved by the Superintendent.
- K. **Bumping Rights** means the displacement of a less senior Employee in an effort for an Employee to maintain employment with the District.
- L. **Extra/Field Trips** means any transportation assignment outside the Employee's regularly assigned work schedule.

## **NEGOTIATED AGREEMENT**

This Negotiated Agreement (hereinafter referred to as the “Agreement”) is effective between the Big Walnut Local School District Board of Education (hereinafter referred to as the “Board”) and the Ohio Association of Public School Employees (OAPSE/AFSCME) and its Local #524 (hereinafter referred to as the “Union”).

### **ARTICLE 2** **DURATION**

The terms and conditions of this Agreement are effective for the period commencing July 1, ~~2017~~2020 through June 30, ~~2020~~2022.

BIG WALNUT BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES LOCAL #524

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
OAPSE STAFF REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

### **ARTICLE 3**

### **RECOGNITION**

- 3.01 The Board hereby recognizes the Union as the sole and exclusive Bargaining Representative for all Employees employed in following described Local.
- 3.02 The Local includes all Employees in following positions or job classifications which are regularly assigned to work schedule.
- A. Head Custodian
  - B. Custodians
  - C. Head Maintenance
  - D. Maintenance Personnel
  - E. Bus Drivers
  - F. Bus Mechanics
  - G. Contracted Fulltime Sub Transportation Employee
  - H. Mail Carrier
  - I. Bus Router
  - J. Head Bus Mechanic
- 3.03 For the purpose of the Agreement, all personnel with supervisory duties, other than the Head Custodian, Head Maintenance and Head Bus Mechanic, are excluded from the Local.
- 3.04 The recognition of the Union shall remain in effect for the duration of this Agreement. All other provisions of Ohio Revised Code Sections 4117.05 and 4117.06 shall apply.

## **ARTICLE 4**

### **PRINCIPLE**

- 4.01 All employees in recognized job classifications have the right to join, participate in, and assist the Union or the right to refrain from such.
- 4.02 The Board and the Association agree that the Board's policies and practices affecting unit members and the Association's representation of interest of unit members shall be without discrimination, based on membership in the Association, race, color, national origin, creed, gender, sexual orientation, marital status, disability, or the free exercise of any right guaranteed by law, government regulation under the color of law or by this contract.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- 5.01 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section and division (E) of section [4117.03](#) of the Revised Code.
- 5.02 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:
- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - (2) Direct, supervise, evaluate, or hire employees; (3) Maintain and improve the efficiency and effectiveness of governmental operations;
  - (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - (6) Determine the adequacy of the work force;
  - (7) Determine the overall mission of the employer as a unit of government;
  - (8) Effectively manage the work force;
  - (9) Take actions to carry out the mission of the public employer as a governmental unit.
- 5.03 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE 6**

### **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

- 6.01 Negotiations may commence at the request of the Union or the Board within ninety (90) days of the expiration of the existing Agreement by filing notice the State Employment Relations Board (SERB). Such requests shall be made to the Superintendent or his/her designee, the Local Union President, or the OAPSE Staff Field Representative. Upon written request of either party for a meeting date shall be set not more than fifteen (15) days following the request.
- 6.02 The Union's negotiating team may consist of one (1) Employee from each job classification (Employees on second shift shall be given professional leave to prepare for negotiations), the OAPSE Local President, and the OAPSE Staff Field Representative. The Board's negotiating team may consist of an equal number. Each negotiating team shall pay its own expense. All meetings shall be held in confidence and maintained as confidential.
- 6.03 The following shall be determined at the commencement of each negotiating meeting prior to proceeding to negotiating items:
- A. The time, place and date of the next meeting.
  - B. The length of the meeting in session, however, no meeting except an impasse meeting, shall exceed three (3) hours including caucus time unless mutually agreed to by both parties. Upon request of either party, the meeting shall be recessed one-half (1/2) hour or less to permit the requesting party a period of time to caucus, as long as the maximum time limit of one half (1/2) hour is not exceeded, unless mutually agreed to by both parties.
  - C. All issues for negotiations shall be submitted in writing by both parties at the first negotiation meeting. All issues shall be stated in a specific and concise manner. No additional issues for negotiations shall be specifically referenced to the existing Negotiated Agreement and easily identified.
  - D. The agenda for each meeting shall be set in advance after the first meeting has occurred by collaboration between the Labor Relations Consultant and the Board.
- 6.04 Items being negotiated will be grouped into sections. When a tentative agreement has been reached on each section, the tentative agreement will be initialed by both negotiating teams which will indicate their pledge to recommend ratification to their respective groups.



6.05 If, after forty-five (45) days from the first negotiations meeting, agreement has not been reached on all items, negotiations may continue by mutual consent of both parties. However, either party can declare impasse at the end of the forty-five (45) days.

6.06 If either party calls for the services of the Federal Mediator, the other party shall not object to that effort. Federal Mediation and Conciliation Services cannot be employed or used until the thirtieth (30<sup>th</sup>) day after the expiration of this Agreement.

The Federal Mediator shall have no authority to bind either party to any terms or conditions of an agreement.

6.07 When an agreement has been reached by both negotiating teams, the tentative agreement will be submitted to the Local for ratification. If ratified, the ratified agreement must be returned to the Board by the Union. The Board shall, within thirty (30) days of receipt approve or disapprove the ratified agreement by an appropriate resolution.

6.08 The President of the Local and the OAPSE Staff Field Representative shall sign the Agreement on behalf of the Union and the President of the Board and the Superintendent shall sign the Agreement on behalf of the Board.

6.09 Prior to and during the period of negotiation, or impasse, the Board and the Union agree to provide each other, within a reasonable time period, with information concerning the issue(s) under consideration at the expense of the requesting party.

6.10 Upon receipt of a written or verbal request for a meeting, such meeting will be held within thirty (30) days. However, the initial meeting date agreed to shall not be held more than ninety (90) days prior to the expiration of the Agreement unless agreed to by both parties.

6.11 During negotiations, interim reports may be made to the Local by its representatives and to the Board by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposals and shall be considered as confidential information within the organization concerned.

6.12 News releases, either during negotiations or at the time of conclusion of negotiations, shall be made only by mutual agreement as to when and the content of the news release.

6.13 When a tentative agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the tentative agreement within ten (10) days to determine the accuracy of the transcript. If the tentative agreement is

in proper form, it shall be submitted to the Local for ratification and the Board for adoption.

- 6.14 Members of the Local's negotiation team shall be released with pay while attending negotiation meetings that are scheduled during their regular work hours. However, the Superintendent must approve their work schedule.

**ARTICLE 7**  
**SAVINGS CLAUSE**

- 7.01    A.    If any provision of this Agreement or any application thereof is in conflict with any applicable law of the United States or of the State of Ohio or with any regulation of any agency or subdivision thereof, then that law or regulation shall amend or replace said provision as the case may be and wholly supplant that provision as if written therein.
- B.    Any provision of this Agreement which may be in conflict with any Federal or State law shall be and herein is modified and/or waived to conform to such law, or in any other provision of this Agreement.
- C.    The Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio and the United States Government or any agencies and subdivisions thereof and executive orders of the Governor of Ohio and the President of the United States.

**ARTICLE 8**  
**SCOPE OF BARGAINING**

- 8.01 The scope of bargaining between representatives of the Board and the Union shall be all matters with respect to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a Collective Bargaining Agreement. The parties may agree to and follow negotiations procedures and time lines different from those provided in this Agreement or Chapter 4117.

**ARTICLE 9**  
**CONTINUOUS PERFORMANCE PLEDGE**

- 9.01 The Union agrees not to cause, actively support any strike, slow down, or other work stoppage during the term of this Agreement. In the event that the Union violates this section, the Board shall notify the President of the Local by receipted written communication to immediately order all Employees to resume normal work activities.
- 9.02 In recognition of this continuous performance pledge, the Board agrees not to lockout the Union, except if such a result of the Board's inability to pay expenses, which results in the closing of all schools.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

10.01 A **"Grievance"** is defined as an alleged violation, misinterpretation, or misapplication of specific article or section of this Agreement.

A **"Grievant"** is defined as an Employee or group of Employees of the Local having a Grievance.

A **"day"** is defined in this Article as any day the Big Walnut Administrative Office is open.

#### **INTRODUCTION**

- A. The primary purpose of this grievance procedure shall be to obtain, at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.
- B. Both parties agree that during grievance proceedings the grievance should be handled in a confidential matter.
- C. Nothing contained herein shall be constructed as limiting the individual Rights of an Employee having a complaint or problem to discuss the matter informally with the Superintendent through normal channels of communication, without intervention and/or consultation with the Union or Local provided that any resulting adjustment is not consistent with the terms of existing Personnel Policies in effect or this Agreement.
- D. A Grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than the thirty (30) days, the rights of the use of the grievance procedure described shall be waived.
- E. At all levels of a grievance, after it has been formally presented, a member of the Local and/or the OAPSE Staff Field Representative may attend any meetings, hearings, appeals or other proceedings required to process the grievance.

#### 10.02 **PROCEDURE**

Time limits stipulated should be adhered to strictly as a maximum to insure the rapid resolution to problems and issues concerned. Lack of adherence to the time limits and/or proper procedures by the Grievant, shall result in the declaration that

resolution of the grievance was obtained by the last level of hearing. Time limits may be extended only by mutual agreement of both parties.

A. INFORMAL

Within thirty (30) days of an event or condition that an individual considers a grievance, she/he shall discuss the problem with his/her immediate Supervisor. She/he may do this alone or with his/her official Union Representative. The Grievant must inform the Supervisor in writing, that their discussion constituted the informal step of the grievance procedure, per grievance form.

B. LEVEL ONE – FORMAL

If the grievance is not resolved within ten (10) days after the Grievant has provided the Supervisor written notice of the Informal Level discussion, it may be pursued further by submitting a completed Grievance Form to the Supervisor. In all levels of the formal proceedings, official Grievance Forms shall be made in triplicate: one (1) for the Grievant, one (1) for the Administration and one (1) for the Local. Within ten (10) days of receipt of the Formal Grievance, the Supervisor shall schedule and hold a hearing of the grievance. The Supervisor shall take action on the written grievance within ten (10) days after such hearing.

C. LEVEL TWO – FORMAL

If the Grievant is dissatisfied with the disposition of the grievance at Level One – Formal, the Grievant may complete Level Two Grievance Form and submit to the Superintendent within ten (10) days of written disposition of Level One – Formal. Within ten (10) days of receipt of the Level Two Grievance Form, the Superintendent shall meet with the Grievant. The Superintendent shall execute written disposition of the grievance within ten (10) days of such meeting.

D. LEVEL THREE – FORMAL

If the Grievance is not resolved at Step Two (2), the Grievant may request to take the Grievance to FMCS mediation. The mediation request shall be filed with the District Office no later than ten (10) work days following receipt of the Step Two (2) decision. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.

E. LEVEL FOUR – FORMAL

If the Grievant is dissatisfied with the disposition of the grievance at Level Three - Formal, the Grievant may complete the Level Four Grievance Form and submit it to the Local's Grievance Committee for its review and recommendation with respect to prosecution of the grievance to Arbitration.

If the Local concurs with the Grievant's request for Arbitration, the Union shall file an "Arbitration Demand" with the Tribunal Administration of the appropriate office of the American Arbitration Association, a copy of the Local's Grievance Committee, shall be provided to the Superintendent within fifteen (15) days of the Superintendent's written disposition of the Level-Two Formal Grievance. Selection of the arbitrator and the hearing shall be accomplished according to the rules and procedures of the American Arbitration Association.

If the Union declines to prosecute the grievance in arbitration, or fails to timely issue the "Arbitration Demand", the grievance will be deemed resolved according to the terms and conditions established by the Superintendent's written disposition of the Level Two-Formal Grievance.

The costs of the arbitration hearing shall be borne entirely by the party designated by the Arbitrator as "the loser" of the Grievance. The decision of the Arbitrator shall be final and binding for all parties. The Arbitrator shall have no authority to issues any award contrary to the provisions of this Agreement or the laws and regulations governing the operations of public schools in the State of Ohio.

~~E.F.~~ If, in the judgment of the Local, a grievance affects a group or job classification of Employees, the Local may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two-Formal of the grievance procedure. Such action, nevertheless, must be initiated within the thirty (30) day timeline.

~~F.G.~~ A grievance may be withdrawn at any level without prejudice, however, if a grievance is withdrawn, the Grievant may not resubmit the same grievance. Any grievance not timely advanced to the next level by the Grievant shall be resolved with the last disposition.

~~G.H.~~ Copies of all written decisions of grievances shall be sent to all parties involved, the president of the Local, the Grievant, and the Superintendent.



- | ~~H.I.~~ No records, documents, or communications concerning the grievance shall be placed in the personnel file or any Employee(s) involved in the grievance procedure described in this Agreement.
- | ~~I.J.~~ Forms for processing grievances shall be made available in each building.
- | ~~J.K.~~ Official grievance records should be kept in a separate file that is maintained by the Treasurer of the Board. Access should be made by the Superintendent, the President of the Local or if disclosure is required by law.
- | ~~K.L.~~ In the event that either the Grievant or the Superintendent challenges the arbitrability of a grievance submitted for arbitration, the Arbitrator shall first consider and rule on the issue of arbitrability before conducting a hearing on the merits of the grievance. If necessary, the Arbitrator may conduct a hearing limited to the issue of arbitrability.

## **ARTICLE 11**

### **SENIORITY**

- 11.01 To the extent permitted by law, and consistent with providing appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.
- 11.02 A. New Employees shall have no seniority status until they have completed a probationary period of ninety (90) days of work after which their seniority begins from the Employee's first day of work.
- B. Employees who resign or who are terminated for cause forfeit all their Seniority.
- C. Only contracted full-time or part-time Employees shall accumulate seniority.
- D. Employees on an approved leave of absence shall retain all lawful rights of seniority as provided in this Article.
- E. For the purpose of bumping rights to a reduction in force, the following shall apply:
1. If an Employee changes job classifications, e.g. Bus Driver to Custodian, the job seniority that was accumulated as a Bus Driver shall be frozen and shall not further accumulate. If a reduction in force is implemented, the Employee would retain whatever years of seniority previously accumulated and would have the ability to bump a less senior Employee in such job classification.
  2. In those cases where employees have the same number of years of service, the Board will determine seniority by the following:
    - New Employees, as of July 1, 2012, first day of work
    - Board/District hire date
    - Last four digits of Social Security Number, lowest number prevails

## **ARTICLE 12**

### **CUSTODIAL EXTRA WORK DISTRIBUTION**

#### **12.01 DISTRIBUTION**

- A. All custodial extra work (Board recognizes pulling an employee from their daily duties is not ideal. The Board shall make a list of which daily duties are priority if an employees is pulled) shall be offered to all Employees on a rotation basis recognizes seniority using the following formula:
1. Employees shall be awarded custodial extra work within their own job location before it is offered to an Employee(s) from another location. The Head Custodian will be responsible for getting the information to each Employee for the Custodial Extra Work Distribution.
  2. If no Employee within the job locations requests the custodial extra work, it shall be offered to the senior custodial Employee(s) within the job classification from the custodial extra work sign-up list as defined in Section 12.02 of this Article.
  3. If the extra work job is not filled according to Sections 12.01 A1 and A2, it shall be offered to current employees outside of the classification, if it is not filled after the above, at the sole discretion of the Superintendent, the Superintendent shall assign the least senior Employee(s) in that job classification for the custodial extra work or may obtain a substitute Employee in that classification for the extra custodial work.
  4. Any custodial extra work that is required with less than a thirty-six (36) hour notice to the Superintendent's sole discretion.
  5. When a building is in use, the custodian in the building shall have the option to work the event (not their normal work area) and then complete their normal work area as overtime (e.g., if the event takes the employee two (2) hours to complete, the employee would then get two (2) hours of overtime to complete their normal work area). If the employees in the building do not wish to work the event, the event will then be distributed as overtime per the above procedures.

## 12.02 CUSTODIAL EXTRA WORK LIST

- A. Any bargaining unit member may sign up for the custodial extra work list only during the first full week of a school year. A copy of the extra work list, once final, shall be provided to the Union president. If an employee is given extra custodial work, any work in their own classification is priority. All extra work opportunities will rotate from a seniority-based extra work list.
  - B. If an Employee refuses custodial extra work four (4) times during a school year, they will be removed ~~from~~ from the custodial extra work list for the remaining portion of the school year. Any custodial work that is requested with less than a twenty-four (24) hour notice to the Employee will not count as a refusal against the Employee.
  - C. Newly hired Employees may sign up for the custodial extra work list only during their first week of employment with the District.
  - D. Summer work – summer work opportunities will be listed ~~in May~~ thirty (30) days prior to the last day of the school year, and revised for any work available during the summer months. All non-twelve month employees of the district are eligible for summer work and must sign up for summer work by the last student day of the school year. Preference will be given to OAPSE 524 members, when possible, to fill the summer work opportunities.
- 12.03 If an employee is inadvertently skipped for extra work, he/she shall be offered the next opportunity similar in number of hours for extra work for which he/she is eligible. If the employee is not available for the first opportunity, he/she will be given another opportunity. If the employee is not available for the second opportunity, the mistake shall be considered remedied.

**ARTICLE 13**  
**TRANSPORTATION, EXTRA TRIPS, ROUTES AND BUSES**

- 13.01 Each bus driver shall be eligible for taking any extra trips approved by the Transportation Supervisor. Any extra trips that are required with less than a twenty-four (24) hour notice to the Employee will not count as a refusal against the Employee. Extra trips shall be bid at a trip meeting held in the fall, winter, and spring. Bus drivers will get a list of all extra trips and choose which one or ones they wish on a rotation basis.

Sign up for extra trips will be held any time throughout the school year.

- 13.02 The extra trips referred to in Section 13.01 shall be offered to bus drivers on a rotational seniority basis, drawn from the extra trip list which shall be posted for all drivers to view and trips shall be posted and bid individually.
- A. If bus drivers do not accept an extra trip, it will be given to a substitute bus driver.
  - B. Extra trips scheduled during regular bus driving hours may be given to substitute bus drivers.
  - C. Any extra trips that are required with less than thirty six (36) hours notice to the Transportation Supervisor must be offered first to regular drivers not already scheduled for a trip by seniority rotation, then to non-contracted drivers at the Transportation Supervisor's sole discretion.
- 13.03 If a bus driver is unavailable to take an accepted extra trip, it will be returned to the Transportation Supervisor for reassignment, unless an emergency arises with less than twenty-four hour (24) hour notice before the extra trip. In such cases, the Transportation Supervisor will be notified by the bus driver of the emergency along with the name of the bus driver who will replace the originally assigned bus driver.
- 13.04 If the extra trip is not filled according to the above procedure, at the Transportation Supervisor's sole discretion, the Transportation Supervisor shall assign the least senior bus driver(s) from the extra trip list (if not already scheduled for a trip) on a rotational basis for the extra trip.
- 13.05 A. Bus drivers of extra trips will be paid for fifteen (15) minutes prior to the scheduled departure time, unless the bus was already pre-tripped by that driver, and fifteen (15) minutes after the bus is returned to storage at the end of the trip.

- B. If more than one (1) bus is dispatched on a field trip assignment and less than the number dispatched is used, the most senior driver(s) may take the trip or return to the garage. The driver(s) who return(s) to the bus garage will receive three (3) hours of trip pay. Any driver assigned an extra-curricular bus trip previously scheduled and canceled less than eight (8) hours of the scheduled departure time shall be compensated a minimum of two (2) hours of trip pay. Trips canceled due to weather shall remain with the original bid driver. If the driver is scheduled for another trip that day, the driver shall be given the choice of which trip he/she wants to take. In the case of pick-up/drop off, the Board will pay the driver a minimum of two (2) hours. If an extra trip is bid and accepted and then changed to a pick-up/drop off only with less than a twenty-four (24) hour notice, the driver will be paid the length of the entire trip.
  - C. There will be no trips taken if Delaware County or any county to which or through which they are traveling is under either a Level 2 or 3 snow emergency declared by the Sheriff's Office two (2) hours prior to the departure time of the trip. If a Level 2 snow emergency is declared while at the event, the driver will call the designated administrator for a decision on whether to return from the trip or stay at the location. If a Level 3 snow emergency is declared while at the event, the driver shall not return and will call the designated administrator or the administrator may call the driver.
- 13.06 All bus routes, including Kindergarten routes, will be bid annually at the August organizational meeting. The Transportation Supervisor is responsible for developing bus routes each year. Drivers who are asked to be involved in developing the routes will be paid their regular rate for such assistance.
- A. Routes and maps will be displayed for all bus drivers to review at least one (1) week prior to bidding. Handicap and out of district routes will be displayed for all bus drivers to review at least one (1) week prior to bidding (these routes are subject to change).
  - B. If a driver can not attend the annual bid meeting, they can have another driver (with written approval to the driver) bid for them.
  - C. Bus routes will be awarded on a seniority basis.
  - D. After a shuttle bus route has been posted, without receiving a bid, the Transportation Supervisor shall assign a shuttle to the least senior eligible driver according to route, time, and availability.
  - E. There shall be no splitting or exchanging of routes between bus drivers.

- F. Any changes made in bus routing schedules, after the completion of the first ten (10) days of the school year, shall be physically monitored by the transportation supervisor/designee for a period of one (1) week, then will be put into writing, signed and dated by the bus driver and the Transportation Supervisor.
  - G. Kindergarten bus routes of any bus that is expected to be off more than five (5) consecutive work days, where known and where possible, will be awarded on a seniority rotation basis for the duration of the regular bus driver's absence.
- 13.07 A new or vacant bus route lasting thirty (30) work days or more shall be bid by seniority with a maximum limit of two (2) bus drivers changing routes.
- 13.08 A. When new buses are purchased, if it is to replace a bus on a regular bus route, the new bus will be placed on a bus route. If the bus is to replace a spare, the bus on a regular route which is in the worst condition will be retired to be a spare and new bus put onto the route as determined by the Transportation Supervisor.
- B. Buses with specialized equipment (e.g. cameras, child safety seats) shall be assigned to routes (as needed), not to follow the driver.
- C. In the event a bus driver retires, resigns, or is terminated, their assigned bus will be bid by seniority.
- 13.09 When a new bus route is established, the best spare bus will be assigned to that bus route as determined by the Transportation Supervisor.
- 13.10 Bus drivers will be paid as follows: (employees performing kindergarten ride-along shall be paid 1 hour and 30 minutes at regular rate);
- A. All mid-day bus routes - one (1) hour and thirty (30) minutes at the bus driver's regular rate of pay.
  - B. All bus routes will be paid six (6) hours per day plus fifteen (15) minutes for bus pre-trip and fifteen (15) minutes for post-trip and cleanup.
  - C. A specialized bus route or shuttle is created by the Transportation Supervisor when a specific need arises. When the specific need no longer exists, the specialized bus route shall be terminated. A specialized bus route will be paid one (1) hour and thirty (30) minutes, unless certified by the Transportation Supervisor for time in excess of that amount. The one (1) hour and thirty (30) minutes will be added to the driver's daily work assignment. Shuttle shall be defined as individualized pickup and delivery of student in District from school to school.

- D. Bus route overtime will be paid for hours worked in excess of forty (40) hours per week.
  - E. Authorization will be issued for each bus (no more than two (2) times per month/per driver) for washing or spraying off of the school buses. If determined by the Mechanic and/or Transportation Supervisor, additional authorization will be issued if needed. The employee timesheet will have the bus numbers ~~and Mechanic sign off~~ verifying the bus has been washed. The timesheet will be turned into payroll for one (1) hour per wash, one-half (1/2) hour pay for spray-off at the driver's regular rate.
  - F. Bus drivers shall receive ~~six and one half (6.5)~~ seven (7) hours pay at their regular hourly rate for cleaning the interior of their buses at the end of the school year. Each driver is responsible for his or her bus being cleaned.
- 13.11 The Board will pay for background checks and for random drug/alcohol testing. In addition, the Board will pay a maximum of one and one-half (1 1/2) hours at the regular rate of pay for off site testing, if required. The Transportation Supervisor will notify the Employee regarding the random testing.
- 13.12 The Board agrees to pay the initial fee required by the Commercial Motor Vehicle regulations for all Employees who are required to meet such requirements. The Board will reimburse any employee required to have a CDL for the performance of their duties, the license renewal cost.
- 13.13 If an Employee cannot obtain a license they will be placed on an unpaid leave of absence until such time as they obtain a license. The unpaid leave will be granted for a maximum of sixty (60) work days. Upon obtaining such license as required, the Employee will be returned to their previously held position and route. The employment of an Employee who does not obtain renewal of a required license prior to the expiration of an unpaid leave of absence granted pursuant to this section will be terminated. If a bus driver is terminated as the result of Section 13.13, Section 16.07 does not apply.
- 13.14 Bus drivers shall be paid their regular hourly rate of pay for all time spent attending approved in-service training, CPR/First Aid classes, and for advance training. The registration fee associated with the classes/training will be paid by the District. Bus drivers who obtain a passing grade at the Regional School Bus Safety ROAD-E-O shall be compensated for eight (8) hours at their regular rate of pay.
- 13.15 When Big Walnut Local Schools are closed due to inclement weather, epidemic or other public calamity, bus drivers shall be paid their regular hourly rate of pay for all regularly scheduled hours. If more than five (5) calamity days are used, all



days in excess of the first five (5) will be made up, without additional compensation, with either student instructional days and/or professional development days, unless the Board approves a shorter minimum school year. However, if a driver(s) is required to work on the calamity day, he/she shall receive additional compensation for all time worked.

- 13.16 Any driver testing positive for a controlled substance will be appropriately disciplined up to and including termination. If a driver seeks intervention prior to an arrest, citation, a positive test, or the Board discovering this condition (then the driver will be recommended to seek assistance). The driver will be placed on an unpaid leave of absence.

13.17 KINDERGARTEN ROUTES

- A. If a kindergarten substitute is needed, it shall first go to the regular driver(s) who signed up on the kindergarten route substitute list.
- B. The Transportation Office can do an “all call” on the radio to announce that a driver is needed, but the seniority factor shall be the basis by which the route is assigned.

**ARTICLE 14**  
**LAYOFF AND RECALL PROCEDURE**

- 14.01 Whenever it becomes necessary to reduce the number of Employees in a job classification due to the abolition of a position, lack of funds or lack of work, probationary Employees in that job classification shall be laid off first. Layoff of Employees shall be made in the inverse order of seniority.
- 14.02 Within a job classification, the Employee with the lowest seniority in that job classification affected shall be the first laid off. If further lay-offs are necessary the same procedure shall continue to be used.
- 14.03 An Employee laid off under Section 14.02 shall have the right to bump an Employee in transportation, custodial, maintenance or bus mechanic on the basis of system seniority provided that such Employee is qualified for the other job classification. In cases of job abolishment, employees may bump within their classification. Bumped employees (regardless of the reason for initial reduction) shall have the same option.
- 14.04 A laid off Employee will be eligible for recall from their last known home address and phone number on file. It shall be the responsibility of each Employee to keep the District informed of his/her current address and phone number.
- 14.05 An Employee on layoff shall maintain their recall rights for a period of two (2) years from the date of layoff.
- 14.06 In refilling vacancies caused by such layoffs, Employees shall be recalled in the reverse order of layoff.
- 14.07 Notice of recall to laid off Employee shall be sent by receipted written correspondence to the Employee's last known home address and phone number as listed with the District. The Employee shall have five (5) working days after receipt of the notice to notify the Superintendent of his/her intention to return to work and five (5) more working days to return to work. Receipt of the recall notice means the date of the receipted delivery. If the Employee has moved and did not provide the District with a forwarding address and phone number, the attempted date of delivery of the notice will be the receipt of notice.
- 14.08 If the Employee does not return to work within the time limits in Section 14.07, their name will be removed from the layoff list and they will be considered as resigning their employment.

## **ARTICLE 15**

### **EMPLOYEE EVALUATION**

- 15.01 All new Employees will be evaluated at the end of the ninety (90) day probationary period and at the end of the contract year. Employees on limited contracts will be evaluated annually. Bargaining unit members on a continuing contract will be evaluated every three (3) years and other times when deemed necessary by the Superintendent.
- 15.02 Prior to being placed in the Employee's file, the completed evaluation form of the Employee's work record shall be examined, acknowledged and signed by the Employee. The Employee's signature shall mean that the Employee has received a copy of the completed evaluation form and does not mean that the Employee agrees with its contents. If the Employee refuses to sign, a witness may sign the completed evaluation form indicating the Employee's refusal to sign. If the Employee so desires, the Employee may, within five (5) calendar days, present their views in writing of one hundred (100) words or less regarding the contents of the completed evaluation form. These views, so expressed, shall be attached to the completed evaluation form and becomes a part of the official record and be included in the Employee's personnel file.

## **ARTICLE 16**

### **DISCIPLINARY PROCEDURE**

- 16.01 The Board sets forth the following disciplinary procedure to insure the fair, timely and equitable treatment of its Employees. Each Employee may have a member of the Local present at any level of these procedures.
- 16.02 The Superintendent shall investigate the incident prior to beginning any action.
- 16.03 After the investigation noted in Section 16.02, the Superintendent shall determine the proper level of discipline to be administered.
- 16.04 **LEVEL ONE**- The supervisor or assigned Administrator shall give a verbal reprimand and counseling to the Employee to prevent further occurrences.
- 16.05 **LEVEL TWO**- A written reprimand shall be delivered to the Employee by his/her supervisor in a formal meeting setting. The action of the direct supervisor may be appealed to the Superintendent. There shall be no appeal from the Superintendent.
- 16.06 **LEVEL THREE**- The Superintendent may recommend the suspension of an Employee without pay. The Superintendent shall review and/or expand the investigation of the incident and meet with the Employee. Within five (5) working days of the conference, the Superintendent will render a decision in writing.
- 16.07 **LEVEL FOUR**- The Superintendent may recommend the termination of the Employee's contract. The Superintendent shall review and/or expand the investigation of the incident and meet with the Employee. Within five (5) working days of the conference the Superintendent will render a decision in writing.

If the Superintendent recommends an Employee's termination to the Board, the Board shall act upon the recommendation at its next scheduled meeting. The Employee may request, in writing through the Superintendent, a hearing before the Board that shall be held in Executive Session. The Board shall render a decision in writing five (5) working days after the Board meeting. This decision shall be sent to the Employee by receipted written correspondence.

- 16.08 **BINDING ARBITRATION**- An employee's suspension of more than three (3) days with or without compensation and/or termination may be appealed directly to Binding Arbitration.
- 16.09 A ~~bargaining unit member may request to have a~~ written reprimand, suspension and materials related to such disciplinary action shall ~~cease~~d to have force and effect ~~from in~~ his/her personnel file after two (2) years, providing there are no

other reprimands, suspensions and/or other disciplinary action involving that bargaining unit member within the specified two (2) year period of time.

A ~~bargaining unit member may request to have a~~ verbal reprimand shall cease to have force and effect one (1) year after the issuance of the reprimand, provided there are no other reprimands, suspensions, and/or other disciplinary action involving that bargaining unit member within the specified one (1) year period of time.

**ARTICLE 17**  
**JOB DESCRIPTIONS**

- 17.01 Prior to a change in any job description covered under this Agreement, the Local shall be notified of such changes anticipated and the effective date of such change.
- 17.02 The Local shall be furnished with a copy of the job description of each job classification covered under the terms of this Agreement as adopted by the Board. New hires and transfers shall have a copy of their job description accessible on their first day of work.
- 17.03 Job descriptions of a newly created position shall be furnished to the president of the Local prior to the effective date of such position(s).

## **ARTICLE 18**

### **UNION WORKSHOPS**

18.01 The Board shall permit all Employees of the Local to attend a one-day Union Workshop per school year provided that:

- A. No Employee shall receive pay for such a day except ~~the head~~ Head Custodian, Custodians, Head Maintenance, Maintenance Personnel, Bus Drivers, Head Bus Mechanic and Bus Mechanic(s). Employees in these job classifications shall be paid their regular wages only for time actually worked on said workshop day.
- B. Such attendance shall also be permitted if, the Board provides a day classes in the Board approved school calendar for the purposes of permitting Employees to attend such similar workshops. Such attendance shall also be permitted if, and only if, the Board grants members of the Big Walnut Education Association similar permission to attend the Ohio Education Association workshop on the same day.
- C. The Superintendent will establish an annual in-service for the purpose of promoting professional growth and development for custodial and maintenance staff, as needed.

**ARTICLE 19**  
**UNION LEAVE PROVISIONS**

- 19.01 The Board agrees to permit the President of Local and other delegates representing the Local to attend the Union (OAPSE) Annual Conference for the duration of the conference with continuity of wages.
- 19.02 A limit of one (1) Local member who is elected to the State Office of President, Vice President or Secretary of the Union, or is a member of the State Executive Board of the Union, shall be granted leave without pay to attend meetings of such bodies, not to exceed fifteen (15) days in any school year. All expenses incurred shall be paid by the Union, excluding pay for a substitute Employee.
- 19.03 The Local President shall be notified whenever a new employee is hired into the bargaining unit. The Local President shall be given up to 15 minutes of paid time (if applicable) to meet with the new hire for Union orientation.



## **ARTICLE 20**

### **SICK LEAVE**

20.01 Each Employee shall be entitled to sick leave accumulated at the rate of one and one-fourth (1-1/4) days per month for a total of fifteen (15) days per year. Accumulation of unused sick leave shall not exceed two hundred sixty (260) days. Employees who have exhausted accumulated sick leave or have no accumulation of sick leave to his/her credit, may receive advancement of five (5) days of sick leave that will be charged against the employee's subsequent accumulation.

20.02 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, illness or injury in the employee's immediate family, doctor or dental appointments, death in the immediate family and for any medically related absence either personal or in the immediate family. The Employee shall notify the Superintendent as far in advance as possible of the approximate dates for the long term use of sick leave. Every effort should be made to contact the appropriate person at least one (1) hour prior to the beginning of a shift/route. After five (5) consecutive days of sick leave, the employee shall provide a written statement for the use of sick leave on a form prescribed by the board. Falsification of a statement is grounds for suspension or termination of employment. If medical attention is required, the ~~board~~ Board may require a written doctor's excuse for the use of sick leave.

20.03 The immediate family shall be defined as spouse, mother, father, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, any person with standing in place of any of the forgoing and any person residing in the home of the Employee for whose care the Employee has responsibility.

#### **A. BEREAVEMENT LEAVE**

Bereavement leave shall be granted up to three (3) days for the death of an immediate family member. Additional days may be approved by the Superintendent. Days used for bereavement shall not count against the attendance award.

20.04 Sick leave may be used in quarter day increments by Kindergarten route bus drivers only. For the purpose of this article, a driver missing their AM or PM route and Kindergarten route shall be charged a ½ day sick leave, a driver missing their AM or PM route shall be charged a ½ day of sick leave, and a driver missing their kindergarten route only shall be charged a ¼ day of sick leave.

20.05 All eight (8) hour twelve (12) month employees may use accumulated sick leave in quarter (1/4) day increments.

~~20.05~~20.06 Bargaining unit members who have accrued the maximum two hundred sixty (260) sick leave days at the beginning of the school year can take up to fifteen (15) additional sick leave days per year that will not be charged against the original two hundred sixty (260) days. Bargaining unit taking sixteen (16) or more sick leave days shall have those sick leave days deducted from their original two hundred sixty (260) days. Use of the fifteen (15) additional days will count against the good attendance awards plan. Fraudulent use or misuse of sick leave will result in disciplinary action up to and including termination.

~~20.06~~20.07 PARENTAL LEAVE

- A. Pregnancy – In addition to all other leaves available, up to six weeks of accrued paid sick leave will be available to Employees immediately following the birth of a child which will be counted toward the twelve weeks of FMLA leave. Unless such leave is extended due to illness, any extension of that leave beyond six weeks will be unpaid leave.
- B. Parental – upon written request, Employee shall be granted a leave of absence with pay for a period not to exceed five (5) days immediately after birth or adoption of a child. If both parents are Employees, only one such parent shall be eligible for leave under this provision.

~~20.07~~20.08 FAMILY AND MEDICAL LEAVE ACT

The Board and the Local, on its own behalf and on behalf of the members of the bargaining unit each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 (FMLA) 29 USC Sections 2601 through and including 2654. The Board may designate any paid sick leave or other qualified leave to run concurrently with FMLA as provided in this agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.

~~20.08~~20.09 ATTENDANCE AWARDS

For the purpose of an attendance award, personal, unpaid/dock, and sick leave days (with the exception of bereavement) are counted as time missed. A semi-annual attendance payment shall be paid each semester. Members who work a minimum of six (6) hours per day are eligible for the full award, members who work less than six (6) hours per day are eligible for half the award per the schedule below:

**Less than 12-month Employees**

Time Missed

Incentive

Less than 1 day	\$400.00
1 day but less than 2 days	\$300.00

### **12-month Employees**

<u>Time Missed</u>	<u>Incentive</u>
Less than 2 days	\$400.00
2 days but less than 3 days	\$300.00

## **20.0920.10 SICK LEAVE BANK**

- A. The Board and the Union will activate a sick leave bank on an “as needed” basis. When the Sick Leave Bank Committee has awarded sick leave to a member, the Local President will present to the membership the approval, the employees shall then inform in writing the District Treasurer of the number of days they wish to donate to the sick leave days approved by the Sick Leave Bank Committee. The District Treasurer will be notified at least two (2) pay dates prior to being requested to pay additional sick leave to a member utilizing the sick leave bank and deducting sick leave from those members donating the sick leave to the bank. No more than twenty (20) days of sick leave may be awarded a member at any one (1) time, provided that a member may request a hearing for additional days.

### **B. PARTICIPATION IN SICK LEAVE BANK BENEFITS**

Bargaining unit members are eligible for a donation of sick leave if all of the following conditions have been satisfied:

- i. The member has exhausted his/her accumulated and unused sick leave together with the initial five (5)-day advancement of sick leave as defined in Article 20.
- ii. The member is not eligible for disability retirement under the regulations of the School Employees Retirement System (SERS).
- iii. The member is suffering from serious personal illness or injury, or requires additional sick leave due to the serious health impairment of a family member (as defined in the Article) of a sufficiently severe nature as to warrant extraordinary relief as determined by the Sick Leave Bank Committee and otherwise approved as provided in this section.

A member who has exhausted a donation of sick leave may request and receive an additional donation of sick leave days from the Sick Leave Bank upon the approval.

### **C. APPLICATION FOR SICK LEAVE BANK BENEFITS**

Qualified bargaining unit members may apply for a donation from the Sick Leave Bank. Application shall be made to the Superintendent who will refer the application to the Sick Leave Bank Committee or create such a Committee for consideration of request. When consideration will be given, the name of the employee requesting days shall be omitted. The recommendation of the Sick Leave Bank Committee will be forwarded to the Superintendent for approval or rejection. The Superintendent may either approve the recommendation as submitted, approve a fewer number of days or reject the application. If the application has been approved for a fewer number of days than recommended by the Bank Committee or rejected, the applicant may appeal the Superintendent's decision to the Board of Education. Any such appeal will be considered at the next regularly scheduled meeting of the Board of Education. The applicant will be notified of the decision of the Board of Education no later than three (3) days following the Board of Education meeting.

The decision of the Board shall be final and no grievance may be brought challenging any action of the Bank Committee, the Superintendent or the Board granting, modifying or denying any request for the advancement of sick leave days under this section.

#### D. SICK LEAVE BANK COMMITTEE

The Sick Leave Bank Committee shall consist of four (4) union members (one member from each classification) designated by the President of the Local and two (2) representatives appointed by the Superintendent. The Bank Committee shall consider individual requests for the ~~advancement~~ donation of sick leave from the Sick Leave Bank and submit a written recommendation to the Superintendent. The recommendation shall include determination of whether or not the criteria for the ~~advancement~~ donation of sick leave set forth in the section have been satisfied. A separate Bank Committee may design for each individual request as terminated by the Superintendent and the Local President.

## **ARTICLE 21**

### **PERSONAL BUSINESS LEAVE**

- 21.01 Employees shall be granted three (3) personal days in any contract year without loss of pay. Any unused personal day(s) may be carried over per year, up to a maximum accumulation of five personal days. No more than three (3) bus drivers and one (1) custodian per building with a maximum of three (3) custodians total may be off on personal leave on any one day. Except in cases of urgent necessity, application for such leave shall be made in writing to the Superintendent at least three (3) days prior to the beginning of such leave. Reasons for such leave shall be stated on the Board approved leave form. Personal leave may be used in half-day increments. Personal leave may be used in quarter day increments by Kindergarten route bus drivers only. For the purpose of this article a driver using personal leave for their AM and kindergarten routes shall be charged a ½ day of personal leave, a driver using personal leave for their Kindergarten and PM routes shall be charged a ½ day of personal leave, and a driver using personal leave for their Kindergarten route only shall be charged a ¼ day of personal leave. All personal leave shall be made available to Employees by July 1 of each new school year.
- 21.02 Personal leave shall not be authorized for purposes such as the following:
- A. Gainful employment
  - B. Absences covered by the sick leave provision, unless sick leave balance has been exhausted
- 21.03 The Superintendent may adjust the limitation of the number of Employees on personal leave as conditions merit. Priority of granting leave will be based on the time and date of receipt of a personal request by the Superintendent.
- 21.04 Up to two (2) personal days may be carried over per year for a maximum accumulation of five (5) personal days. Employees with a personal leave balance above two (2) days at the end of the school year shall have that balance (above two (2) days) transferred to accrued sick leave.

## **ARTICLE 22**

### **LEAVE OF ABSENCE**

- 22.01 In accordance with the provisions of ORC, Section 3319.13, the Board shall grant a leave of absence for a period not exceeding two (2) consecutive school years when an illness or other disability is the reason for the request. The request for leave of absence must be made within ten (10) days after the commencement of the leave unless the member is physically or mentally unable to complete the request.

The member will receive information on COBRA and the portability of any supplemental life insurance. The employee must make the monthly payments in the amount of the total monthly premium within the first week of each month.

- 22.02 Any employee on leave has to notify the Board of education in writing at least sixty (60) calendar days prior to their scheduled date of return ~~by April~~ if they are coming back to work or not. Failure to notify of intent to return by these dates will be deemed abandonment of employment and such position shall be considered open.

## **ARTICLE 23**

### **ASSAULT LEAVE**

- 23.01 In the event that an Employee is required to take a leave because of a physical assault resulting in total temporary physical disability; they shall be entitled to assault leave payment. Assault leave payments shall be the regular of pay less any taxes and benefits, except medical payments received from Worker's Compensation. To qualify, an assault must be the direct result of proper actions taken by an Employee in the course of performing his/her duties.
- 23.02 Assault leave shall begin with the first day of absence from work due to assault injury; ~~however~~However, the Employee may not accumulate sick leave during assault leave.
- 23.03 Assault leave shall not be deducted from accumulated sick leave days.
- 23.04 To qualify for assault leave, an Employee must file a claim with the Ohio Bureau of Worker's Compensation.
- 23.05 A certificate must be furnished by a physician stating the nature of the disability and the expected period of recovery time. To be entitled to compensation for assault leave, the Employee must also file a written report to the Superintendent, stating the facts, identifying the assailant and stating the name and address of all witnesses.
- 23.06 No leave shall be granted for longer than thirty (30) days from the date of the assault, without the approval of the Superintendent.

## **ARTICLE 24**

### **CALAMITY DAYS**

- 24.01 When schools are closed due to epidemic or other public calamity, except for inclement weather conditions, all custodians will work their normally scheduled time unless otherwise notified. Any work done must be related to conditions surrounding the epidemic or public calamity.
- 24.02 When schools are closed due to snow before school opens in the morning, day shift custodians should report for snow removal unless a State of Emergency has been issued prohibiting road travel by anyone other than emergency personnel. If the building day shift custodian does not wish to report on calamity days, the other building custodians, if they wish (by a rotating seniority) shall be the designated report employee. Such designation shall be given to the Assistant Superintendent by October 1 of each year, and shall be for the entire year. In the event no other building custodian wishes to be the designated report employee, the day shift custodian shall be required. If additional custodians are needed, they shall be notified as to such on a seniority rotation basis.
- 24.03 When schools are officially closed because of an early dismissal, all custodians will report and work their normal shifts.
- 24.04 In the event of a district-wide, weather-related, calamity day during the school year, bargaining unit members scheduled to work will be paid at their regular daily rate. Employees, except drivers taking extra trips, who are required to work on those days, will ~~additionally~~ be paid 1-1/2 times their regular rate for hours worked.
- 24.05 Snow Removal  
District snow removal will be shared between the maintenance department, bus garage, and the building custodians. All parking lots will be cleared by the Maintenance Department and bus garage mechanics. School sidewalks will be cleared by the maintenance department and building custodians. This will include all areas that the maintenance equipment is able to access. All custodians will be responsible for clearing and salting the areas to their building where maintenance equipment can't maneuver in, for example entranceways, stairwells, stair steps.
- Custodians ~~will be~~are expected to help maintain the sidewalks if/when snowfall is heavy or continuous and can't be kept up with by the maintenance department.
- If at any time the maintenance equipment becomes inoperable or out of service for any reason, custodians will be responsible for clearing their sidewalks with the building snow blower.
- Custodians working for a sporting event, or after school hours, will be responsible for maintaining sidewalks and entryways for public safety.



## **ARTICLE 25**

### **HOURS OF WORK**

25.01 The standard work week shall not exceed forty (40) hours in any one calendar week. A calendar week begins on Monday and ends on Sunday. An Employee shall receive their regular rate for all hours in excess of their regularly scheduled hours up to forty (40) in any week. During extended breaks all full time employees shall be able to work four (4) ten (10) hour days. During these breaks there must be coverage five (5) days a week for each building.

Overtime can only be applied after forty (40) hours are worked in a week. If an Employee has scheduled three (3) or more days of approved vacation, that time shall count toward the calculation of overtime. Hours worked will be calculated on a weekly basis

If an Employee is called to work due to an emergency or non-voluntary situation regardless of the number of approved vacation days, that Employee shall be compensated at the overtime rate for that day. If sick leave or personal days are used, these hours do not count toward the forty (40) hours. If you have a calamity day, a paid holiday, three (3) or more vacation days or jury duty, these hours shall count toward the forty (40) hours.

25.02 Time and one-half (1-1/2) compensation shall be paid for all hours worked in excess of forty (40) hours in any one week. All overtime work must be authorized by the Superintendent.

25.03 There shall be no pyramiding or duplication of overtime hours.

25.04 All full-time Head Custodians, Custodians, Head Maintenance, Maintenance Personnel, Head Bus Mechanic and Bus Mechanic's work-day hours shall be consecutive hours in a day, exclusive of lunch time. Head Custodian, Custodians, Head Maintenance, Maintenance Personnel, Head Bus Mechanic, Bus Mechanic(s) shall be allowed two (2) fifteen minute breaks and a thirty (30) minute lunch per day, with pay. Daily work schedules shall be approved by the Superintendent.

25.05 Any Employee who is required to work during the scheduled school year in a higher paying job classification will receive the higher rate of pay for all time spent in the higher job classification.

## **ARTICLE 26**

### **REPORT PAY**

- 26.01 When an Employee is required to make a building check, or called in to a school building by reason of an emergency on a day or shift he/she is not regularly scheduled to work, he/she shall work and be compensated at his/her regular hourly rate of pay for a minimum of two (2) hours. If hours worked accumulate to more than forty (40) in any regular work week, such compensation shall be paid at time and one-half (1-1/2) of his/her regular hourly rate of pay. Building checks shall be done by seniority rotation of the maintenance department.
- 26.02 When an Employee is required to make a building check and such check falls on a holiday, the Employee shall receive double time at his or her hourly rate for the two (2) hour period performing a building check.
- 26.03 There shall be no pyramiding or duplication of wages paid.

**ARTICLE 27**  
**PHYSICAL EXAMINATIONS**

- 27.01 The Board agrees that if any Employee, except a bus driver, is required by the Board to have a physical examination, the Board will pay the full cost of such examination if the Employee consults a physician approved by the Board.
- 27.02 Annual bus driver physical examination costs and reimbursements shall be determined by the Board of Education. If any additional physical examination is required by the Board, the requirements of Section 27.01 will apply.
- 27.03 Employees shall be paid one (1) hour at their regular rate of pay for getting their physical either due to section 27.01 or 27.02. If the current in-house system changes and travel becomes necessary, a discussion will be held between the Local and the District regarding time.

## ARTICLE 28

### MISCELLANEOUS PROVISIONS

- 28.01 The willful filing of any false statement by an Employee shall be considered by the Superintendent as grounds for disciplinary action in such form and manner as the Superintendent may deem appropriate.
- 28.02 The Board agrees to furnish the tools necessary for the completion of work assignments. Cleaning and sanitizing supplies shall be available at all times, if such supplies are readily available for purchase. Employees shall also be provided with and required to wear personal protective equipment when required by any governmental agenda, when such personal protective equipment is readily available for purchase.
- 28.03 No supervisory personnel shall perform any work of a type normally performed by a member of the Local at times other than their normal working hours, unless the work is of an emergency nature or is required to avert an imminent threat to people or property.
- 28.04 All forms, bus conduct reports, sick leave and personal leave will be readily available.
- 28.05 The Board will pay all fees associated with registration and series of tests for Bus Mechanics pursuing Automotive Service Excellence (ASE) certification/re-certification. For each test successfully passed, Bus Mechanics will receive a one hundred fifty-dollar (\$150.00) bonus. The Board will pay all fees, with the exception of wages, associated with maintenance and OBI registrations, training, and tests.
- 28.06 The mail carrier may use the school van when available. On days that the mail carrier uses the van, the mail carrier cannot claim reimbursement for mileage.
- ~~28.06~~ 28.07 \_\_\_\_\_ Full-time bargaining unit members who do not reside in the District may open enroll their children as pupils, ~~without payment of tuition,~~ subject to the following conditions:
1. ~~Each bargaining unit member desiring to enroll a non-resident pupil under this article shall make an application to the district for enrollment not later than March 1 of the first year of enrollment. Such employee shall notify the district by March 1 of each year after the first year of enrollment of the employee's desire to continue the enrollment of a nonresident child enrolled during the previous year.~~ Each Member desiring to open enroll a non-resident pupil under this Article shall make application to the District for enrollment not later than March 1 of the first year of enrollment. Such

members shall notify the District by March 1 of each year after the first year of enrollment of the member's desire to continue the enrollment of a nonresident child enrolled during the previous year. Children of members will be enrolled before any other students from outside of the District are considered. Members will pay any tuition charges for preschool and all-day kindergarten if such program fees are charged to residents of the District.

2. Members must designate their building preference for enrollment by March 1 of each school year, and their children will be assigned accordingly. Members that do not indicate a building preference by March will be considered for the enrollment in the building of preference, but will not be guaranteed. The Board will annually send a notice to members regarding this program.

28.08 It is the intent of the Board to hire full-time custodial positions whenever possible. The Board will not reduce hours of custodial positions for the sole purpose of reducing insurance benefit costs.

**ARTICLE 29**  
**BUS SPECIFICATION COMMITTEE**

29.01 At the discretion of the Transportation Supervisor, a committee may be formed consisting of up to four (4) people, including the Transportation Supervisor and up to three (3) others (Bus Mechanic, ~~-~~Bus Driver, and another appointed by the Local), shall meet to make recommendations to the Superintendent regarding bus specifications.

## **ARTICLE 30**

### **UNIFORM ALLOWANCE**

30.01 A seasonal rental uniform paid for by the Board shall be supplied to the Bus Mechanic(s) with five (5) changes per week. The Board will supply each custodian, maintenance, and mechanic employee a pair of insulated coveralls. If job location changes, said above personnel will take their coveralls to the new location~~-. A~~ new set of coveralls shall be supplied when needed. Each year, the Board shall supply drivers, custodial, and maintenance employees with five (5) new shirts labeled with the appropriate work department. All members shall wear these Board-provided shirts on each work day, unless given approval by their direct supervisor.

The Board will make a one-time stipend payment per year to all custodial, maintenance, and mechanic personnel for work boots per the following schedule:

Custodians	\$1 <del>5</del> 30
Mechanic/Maintenance Personnel	\$180

- 30.02 Each employee who participates in paint work will be provided coveralls to protect his/her regular work uniform. The coveralls are the property of the Board of Education and shall be kept in each respective building.
- 30.03 If the uniform is not worn in compliance with 30.01, the employee shall be subject to disciplinary action.
- 30.04 The Board will reimburse Mechanics and Maintenance Personnel for the purchase of safety glasses necessarily used on their work assignment whenever their eyes require a change in prescription. Reimbursement will include the cost difference between regular and safety lens and/or the replacement of safety glasses broken on the job. The reimbursement will be limited to only those costs not covered by insurance.

## **ARTICLE 31**

### **PAYROLL DEDUCTIONS**

31.01 ~~The Board agrees to deduct the Union's dues for every Employee who authorizes the Board to do so in writing and to remit such dues monthly to the Union's State Treasurer with a list showing the names of the employees and the amounts deducted.~~ The Employer agrees to deduct Union membership dues in accordance with this Article for all Employees who have authorized such deductions in writing. A copy of the OAPSE Membership Application/Dues Deduction Authorization signed by a member shall be accepted by the Employer as a valid dues deduction authorization. Payroll deduction shall be continuous unless dues deduction authorization is withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE Membership Application/Dues Deduction Authorization signed by the employee. OAPSE shall notify the Employer when the dues deduction authorization is properly withdrawn by the employee.

#### Public Employees Organized to Promote Legislative Equality (PEOPLE)

The Board agrees to deduct from the wages of any Employee who is a member of the Union, a PEOPLE deduction as provided or in 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 deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

~~31.02 All Employees must pay by payroll deduction, a service fee or a membership fee starting with the first pay in October and made in twenty (20) equal installments.~~

~~31.03~~ 31.02 Dues will automatically be deducted from Employee's Member paychecks. Dues deductions authorization may be revoked by an Employee during a ten day period prior to the expiration of this Agreement. Written notice of revocation shall be presented to the District's Treasurer and the OAPSE State Union Treasurer by the Employee.

~~31.04~~ 31.03 The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organizations.

~~31.05~~ 31.04 In recognition of the Union's services to Employee, all Employees of the District shall either be members of the Local or share in the financial support of the Union by paying the Union a service fee not to exceed the amount of use uniformly required of members of the Union.



A. All ~~Employees~~ Members must pay by payroll deduction, a ~~service fee or a~~ membership fee starting with the first pay in October and made in twenty (20) equal installments.

~~B. It shall be the responsibility of the Union to prescribe an internal rebate procedure to rebate Union monies spent on political or ideological matters opposed by service fee payers which not directly related to the purposes of the administration of or negotiating of this Agreement or any grievances.~~

~~C.~~ B. Payments by Employees holding conscientious religious objections shall be governed by ORC 4117.09.

~~D. The Board's obligation to deduct the Employee's Fair Share shall terminate upon an Employee's job change to a position outside of the Local.~~

~~31.06~~ 31.05 The Union agrees to indemnify and hold the Board harmless from any and all claims, demands suits or any other action arising from the payroll deduction provision of this Agreement.

## **ARTICLE 32**

### **WAGES**

32.01 All Employees will receive the following increases through the life of the Agreement:

Effective July 1, ~~2017-2020~~ — ~~21.5~~% across the board increase.

Effective July 1, ~~2018-2021~~ — ~~21.5~~% across the board increase.

~~Effective July 1, 2019 — 2% across the board increase.~~

32.02 Effective July 1, ~~2017-2020~~ step increases shall be 2.5% per step.

32.03 A thirty-five cent (\$.35) per hour shift differential shall be paid second shift custodians. A forty cent (\$.40) per hour shift differential shall be paid to third shift custodians.

The pay rate for bus drivers for extra bus trips effective July 1, ~~2017-2020~~ shall be \$13.~~95~~21 and effective July 1, 2021 shall be \$14.15. Pay rate for extra trips ~~will be~~ are increased d the same percentage as wages.

#### 32.04 **LONGEVITY PAYMENT**

Effective July 1, ~~2017-2020~~, the longevity payments will be two (2) payments of four hundred fifty dollars (\$450.00) beginning at step 23.

~~32.05 Beginning with the 2003-2004 school year, Mechanics will receive an additional fifty cents (\$.50) on the base. The 2004-2005 school year, Mechanics will receive an additional fifty cents (\$.50) on the base.~~

~~32.06~~32.05 An additional four dollars (\$4.00) per hour shall be added to the regular hourly rate of the On-Board Instructor when he/she is performing this duty.

## **ARTICLE 33**

### **HOLIDAY PAY**

33.01 The following days shall be recognized as paid holidays for twelve (12) month Employees:

New Year's Eve Day	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
* Good Friday	Day before Christmas
* Monday after Easter	Christmas Day
* Memorial Day	
* Veterans Day	

\* This will be a paid holiday if it is part of a regularly scheduled recess for students.

33.02 The following days shall be recognized as paid holidays for nine (9) and ten (10) month Employees:

New Year's Day	Memorial Day
Martin Luther King Day	Labor Day
* President's Day	Thanksgiving Day
* Good Friday	Day after Thanksgiving
* Monday after Easter	Christmas Day
* Veterans Day	

\*This will be a paid holiday if it is a part of a regularly scheduled recess for students.

33.03 Employees shall be excused from work on applicable holidays without loss of hourly wages. Employees shall receive the equivalent of their hourly rate of pay for their normal daily hours of work on such holidays.

33.04 In order to be eligible for holiday pay, an Employee must accrue earnings on their last scheduled workday prior to such holiday and their first scheduled workday following such holiday, unless on either of such days the Employee was on an excused absence or on sick leave for which pay was granted.

33.05 Holidays falling on Saturday shall be celebrated on the preceding Friday, unless the preceding Friday is regularly scheduled day of pupil attendance, in which event, the Monday following the Saturday shall be celebrated as the holiday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the employee otherwise eligible for the holiday pay shall be paid equivalent of one day's regular rate of pay for holiday in addition to the normal rate of pay for that day. Holidays falling on Sunday shall be celebrated on the following

Monday. In the event such Monday is a regularly scheduled day of pupil attendance, then the employee otherwise eligible for the holiday pay shall be paid equivalent of one day's regular rate of pay for the holiday in addition to the normal rate of pay for that day.

- 33.06 In the event the school calendar is changed so that the students are in attendance on days presently specified as paid holidays for Employees, then the designated holidays herein may be changed, provided that the total number of paid holidays for Employees in each classification shall not be reduced in number.
- 33.07 Employees, who are required to work on a designated holiday, as stated in sections 33.01 and 33.02 because of the school calendar or as required by the Superintendent, shall be paid at a rate of twice their normal hourly rate of pay for each hour worked. Employees who are required to work on Easter Sunday shall be paid at a rate of twice their normal hourly rate of pay for each hour worked.

## **ARTICLE 34**

### **VACATION**

- 34.01 All Employees employed eleven (11) months or more shall ~~be entitled to accrue~~ paid vacation as follows:
- A. One day per month up to ten (10) days prior to June 30 for employees employed zero to eleven months.
  - B. ~~Two (2) weeks~~ ~~a~~fter completing one (1) ~~through five (5)~~ years of employment service with the District: .83 days per month
  - C. ~~Three (3) weeks~~ ~~a~~fter completing six (6) ~~through nine (9)~~ years of employment service with the District: 1.25 days per month.
  - D. ~~Three (3) weeks and two (2) days~~ ~~a~~fter completing ten (10) ~~through fifteen (15)~~ years of employment service with the District: 1.41 days per month.
  - E. ~~Four (4) weeks~~ ~~a~~fter completing sixteen (16) ~~through twenty (20)~~ years of employment service with the District: 1.66 days per month.
  - F. ~~Four (4) weeks and two (2) days~~ ~~a~~fter completing twenty-one (21) ~~through twenty four (24)~~ years employment service with the District: 1.83 days per month.
  - G. ~~Five (5) weeks~~ ~~a~~fter completing twenty-five (25) ~~or more~~ years of employment service with the District: 2.08 days per month.
- 34.02 Employees shall be permitted to sell ~~or carry over any combination~~ up to ten (10) days of earned, but unused vacation time yearly. Additionally, up to ten (10) days of earned but unused vacation time may be carried over. However, between selling and carrying over days, a MAXIMUM of fifteen (15) days total can be used. Carryover vacation must be used by ~~December~~ March 31. Employees with a carryover vacation leave balance may submit a written request to the Superintendent or designee to extend such unused vacation. After the Employee's request to sell vacation time is submitted to the Superintendent, it will be paid during the next pay period.
- 34.02 Ten (10) days will be advanced to all current members on July 1, 2020.
- 34.03 Earned, but unused vacation time for the year ~~proceeding~~ ~~preceding~~ the date of separation ~~for from~~ the District, will be paid to the Employee at the time of separation. Any used vacation time that was unearned upon separation must be paid back.

34.04 Employees shall take vacation one week at a time or consecutively between June 15 and August 15. Other vacation days may be taken from regularly scheduled work days during the Christmas holiday or the Spring Recess. Application for Christmas or Spring Recess vacation time should be made to the Superintendent at least ten (10) days before the vacation starting time. Vacation time may be taken at any time during the year provided such request is authorized by the Superintendent.

34.05 Vacation may be used in one-half (1/2) day increments.

34.06 No more than three (3) custodians across the District shall take vacation leave at the same time unless a substitute custodian is not needed, a substitute custodian is needed and available, or as otherwise authorized by the Superintendent. Vacation leave requests for custodians shall be honored in the order of the first three (3) to submit such leave request for the same time period the date and time that they were received in writing.

## **ARTICLE 35**

### **TRAVEL ALLOWANCE**

35.01 Any Employee required to use his/her own vehicle to perform assigned duties for the District, shall be paid at the current IRS rate per mile.

## **ARTICLE 36**

### **RETIREMENT/SEPARATION**

- 36.01 An additional severance payment at the time of retirement/separation, shall be made at the rate of one-half (1/2) of all accumulated and unused personal leave days.
- 36.02 Severance pay will be paid in accordance with the Board's policy as follows:
- A. Ten (10) years of consecutive employment service with the District is required for eligibility.
  - B. The rate of severance pay will be one-fourth (1/4) of the first ~~t~~Two ~~Hundred~~hundred-forty (240) days of accumulated unused sick leave. If an employee has accumulated 240 days of severance, for every two (2) days over the 240, they shall receive a day of severance.
- 36.03 Payments under this Article shall be based on the Employee's regular daily rate of pay at the time of retirement/separation.
- 36.04 In order to qualify for retirement pay under this Article, written evidence from the Employee of the Employee's approval for retirement benefits from SERS must be received by the Superintendent within one hundred twenty (120) days from the date of separation of service from the District. The payment of retirement pay shall be made only once to any one Employee and shall result in the cancellation of all remaining accumulated unused sick leave. Bargaining unit members in good standing as determined by evaluations, leaving the ~~E~~mploy of the Board shall also be eligible for this payment.
- 36.05 The Board agrees to "pick up" using the salary reduction method of contributions to the School Employees Retirement System (SERS) paid on behalf of the Employees at no cost to the Board, under the terms as follows:
- A. The amount to be "picked-up" on behalf of the Employee shall be the percentage of the Employee's gross annual compensation establish by the School Employees Retirement System (SERS). The Employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of determining State and Federal income taxes only.
  - B. The "picked-up" percentage shall apply uniformly to all Employees as a condition of Employment.
  - C. No Employee covered by this Article shall have the option to elect a wage increase or other benefit in lieu of the Board's "pickup".

- D. Payment for all paid leaves of absences, sick leave, personal leave and severance payment, including unemployment and ~~workman's~~workers' compensation, shall be based on the Employee's regular daily gross pay prior to reduction as basis (e.g. daily gross pay divided by the number of hours worked).
- E. Each Employee will be responsible for compliance with the Internal Revenue Service salary exclusion allowance regulations with respect to the Board's "pickup" in combination with any other tax deferred compensation.



**ARTICLE 37**  
**ENTIRE AGREEMENT CLAUSE**

37.01 This agreement between the Board and the Union shall be in effect from July 1, ~~2017-2020~~ through June 30, ~~2020~~2022. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein and the parties agree that the Agreement constitutes the entire Agreement between them.

Except as otherwise specially provided in the written Articles of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the District as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules, and regulations contained herein, shall not be binding upon the parties of this Agreement.

## **ARTICLE 38**

### **PAYDATES**

- 38.01 All Employees wages shall be calculated based on twenty-four (24) equal pay periods. Employees shall be paid two (2) times each month for all hours worked in the previous pay period. Notification of any change in paydates will be communicated to Union Leadership at least three (3) months in advance.
- 38.02 When a pay date falls on any day other than a normal working day, e.g. a weekend or a holiday, the pay date shall be the preceding normal work day, e.g. Friday or the last day before the holiday.
- 38.04 Effective July 1, 2012, all paychecks will be electronically deposited into an account designated by the bargaining unit member and each member will receive notification of his/her pay by email.

## **ARTICLE 39**

### **INSURANCE**

39.01 Employees shall pay the following percentages for Health Insurance:

15% not to exceed ~~\$340~~375.00 per month for family coverage and not to exceed \$175.00~~200~~ per month for single coverage for the 2021 calendar year. Effective January 1, 2022, Employees shall pay 15% not to exceed \$450 per month for family coverage and \$250 per month for single coverage.

The Board will pay the Board-approved Hospitalization/Major Medical premium for single or family coverage at the following rates:

	<u>BOARD SHARE</u>	<u>EMPLOYEE SHARE</u>
30+ Hours	85%	15%
20-29 Hours	50%	50%

Beginning January 1, 2021, the main health insurance plan will be a High Deductible Health Plan (HDHP) with deductibles set at the IRS minimum levels for individuals and families on a HDHP. A summary of the Plan Document will be included as a Summary of Benefits in the appendix.

39.02 The Board will pay up to seventy-five percent (75%) of the dental insurance premiums for Employees, not to exceed sixty dollars (\$60.00) per month. Any dental insurance premium in excess of this amount will be paid by the Employee.

39.03 The Board agrees to furnish life insurance to Employees in the face amount of thirty thousand dollars (\$30,000.00).

39.04 Through the life of this Agreement, the Board may change insurance carriers and/or offer additional plan options for health insurance. However, any change in benefits within the main health insurance plan shall be made by mutual agreement between the Board and the Local.

39.05 Married bargaining unit members may select one of two insurance options:

1. A family plan in the name of only one of the bargaining unit members.
2. A single plan for each of the bargaining unit members.

39.06 The Board will pay \$600.00 annually to any employee who is not enrolled in or covered by the District Health Insurance plan. To be eligible for the annual payment, employees must show proof of primary coverage from a non-District insurance plan.

39.07 The Board will provide a Health Savings Account for all Employees on the District medical insurance plan funded in the amount of \$700, which amount shall be available in January 2021, and \$500, which amount shall be available in January 2022.

39.08 Employees hired as of July 1, 2020, who are enrolled in the District health insurance plan for calendar year 2021 will receive a one-time payment of \$1000600 for those on a single plan and \$1800 for those on a family plan, payable in January 2021. Employees hired as of July 1, 2021, who are enrolled in the District health insurance plan for calendar year 2022 will receive a one-time payment of \$500, payable in January 2022.

## **ARTICLE 40**

### **TRANSFERS**

#### **40.01 Job Site Transfers**

No Employee shall be assigned to work at a work location other than the Employee's normal work site for a period in excess of five (5) working days without the written consent of the Employee.

Any Employee assigned to a temporary work site for longer than five (5) working days shall receive premium pay an additional five and one-half percent (5-1/2%) of the Employee's regular rate of pay for all days spent working at the temporary site. Any Employee who has consented to remain at a work site, other than the Employee's normal work site, for period in excess of five (5) working days may at any time request in writing to be returned to the normal work site. This request shall be granted within ten (10) working days after the receipt by the Board of the written request.

#### **40.02 Transfer Process**

When a new position is created or an existing position becomes vacant, the Superintendent shall first offer the opportunity to transfer to Employees serving in the same job classification in the District. Unless job requirements or responsibilities have changed, all vacancies shall be posted within forty (40) days of the position becoming vacant and will be filled at the same number of hours they were vacated. The Superintendent shall post the job for not less than three (3) days ~~at all work locations, and by posting the notice of vacancy~~ on the District website and through District email.

Those individuals interested in the transfer shall notify the Superintendent in writing within six (6) days from the date of posting of the desire to be considered for a transfer. The Superintendent shall interview all candidates interested in transferring and select the most qualified candidate to fill the vacancy.

The most qualified candidate shall be determined by the Superintendent/designee based exclusively on the following criteria:

##### **Lateral Transfer (within the same classification)**

- Seniority
- Exceptions include:
  - Negative evaluations over the last three (3) years
  - If any disciplinary action has occurred over the last 90 days, the employee is not eligible to apply for any transfer.
  - Negatively documented conversations

##### **All Other Transfers**

- Evaluations over the last three (3) years

- Meet the requirements of the job description
- Exceptions include:
  - Negative evaluations over the last two (2) years
  - If any disciplinary action has occurred over the last thirty (30) days, the employee is not eligible to apply for any transfer
  - Negatively documented conversations
- Where the foregoing factors are equal between the applicants, vacancies shall be filled with the most senior applicant from within the bargaining unit.

A maximum of three (3) lateral transfers shall take place when any initial position is posted, unless otherwise authorized by the Superintendent. This prevents a long-term domino effect and delay to continuity of operations from occurring.

If the position is not filled by any Employee within the bargaining unit, the position shall be posted outside the Local.

- 40.03 If no Employee is selected to fill the position, the Board may hire an individual outside the Local.
- 40.04 The job posting shall include a job description, wage scale and required skills.
- A. Any Employee on leave during the period of the posting shall be emailed a copy of the notice by district email on the date the position is posted.
  - B. An Employee on leave shall have the right to have another Employee file for the transfer on his/her behalf.
- 40.05 Employees who change job classification (e.g. bus driver to custodian), the step on the salary schedule the Employee held when he/she left the position will be frozen and if that Employee returns to that classification he/she will be placed at least at that step held prior.
- Employees who change job classifications shall be placed at one-half (1/2) of the steps held in the prior position on the salary schedule, plus two (2) steps.
- 40.06 Employees who successfully bid transfer to new positions or vacant positions shall have the right to return to their held position within ~~five (5)~~thirty (30) work school days after the Employee's first day of working on the new assignment. The Superintendent shall also have the right ~~within five (5) work~~prior to the completion of thirty (30) school days to return the Employee to their previously held position, with cause.

## **ARTICLE 41**

### **LENGTH OF EMPLOYEE CONTRACTS**

41.01 Employees of the District shall receive employment contracts as follows:

- A. First contract shall be ninety (90) day contract for a probationary period.
- B. Second contract, if recommended by the Superintendent, shall be for the balance of the school year.
- C. Third contract, if recommended by the superintendent shall be one (1) year. (beginning with Employees hired after July 1, 2017)
- D. Fourth contract, if recommended by the Superintendent, shall be two (2) year contract.
- E. Fifth contract, if recommended by the Superintendent, shall be a continuing contract.

Employees hired between January 1 and June 30 shall receive employment contracts as follows:

- A. First contract shall be a ninety (90) day contract for a probationary period.
- B. Second contract, if recommended by the Superintendent, shall be for the balance of the school year.
- C. Third contract, if recommended by the Superintendent, shall be a one (1) year contract.
- D. Fourth contract, if recommended by the Superintendent, shall be a two (2) year contract.
- E. Fifth contract, if recommended by the Superintendent, shall be a continuing contract.

If an employee has not completed the 90 probationary contract before July 1 the third contract shall be a one (1) year contract.

41.02 An Employee may be non-renewed at the expiration of a ninety (90) probationary period or limited contract without reasons. The Board is required to follow procedural guidelines subject to the Ohio Revised Code.

**ARTICLE 42**  
**CONTRACTING OUT**

- 42.01 There shall be no elimination of positions or job classifications due to contracting out of any Employee's job responsibilities during the term of this Agreement.
- 42.02 In the event that Members of this Bargaining Unit are employed by another Employer because of merger, consolidation or reorganization of any type, the terms and conditions of this Agreement will be binding upon all members of the resulting Bargaining Unit.



**ARTICLE 43**  
**JURY DUTY/COMPULSORY COURT APPEARANCE**

- 43.01 An Employee shall be entitled to leave without loss of pay for any time the Employee is required to perform jury duty or is subpoenaed to appear in court, if job related. This will not have a negative effect on the attendance incentive pay. The bargaining unit member shall receive his/her normal pay during jury service and jury duty payment. A leave request shall be submitted when the bargaining unit member becomes aware of the need to use Jury Duty Leave.

**ARTICLE 44**  
**LABOR/MANAGEMENT COMMITTEE**

- 44.01 There shall be a joint Labor/Management Committee consisting of one (1) member appointed by the Union from each classification and members of the Board and/or Administration. The Committee shall meet on a ~~bi~~-monthly basis, with the exception of June, July and August, to address matters of mutual concern. All items to be discussed shall be submitted at the meeting, and the meeting shall be held during the workday.