

TENTATIVE 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, 202~~0~~ – June 30, 202~~5~~**

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, 202~~0~~² through June 30, 202~~5~~².

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 / Floating Transportation Employee
 - F. Bus Mechanics
 - ~~G. Contracted Fulltime Sub Transportation Employee~~
 - ~~H.G.~~ Mail Carrier
 - ~~I.H.~~ Bus Router
 - ~~J.I.~~ 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 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, or earlier if mutually agreed upon by both parties and by filing notice with 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, or later if mutually agreed upon.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 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, prior to the discussion, that their discussion ~~constituted will be~~ the informal step of the grievance procedure, per the grievance form. The immediate Supervisor shall provide a disposition to the grievant within ten (10) days of the discussion.

B. LEVEL ONE – FORMAL

If the grievance is not resolved with ~~in 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 within ten (10) days of receiving the Supervisor's disposition. 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 ~~on~~ of the grievance. The Supervisor shall take action on the written grievance within ten (10) days after such hearing.

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. Trips during the school year shall be assigned during weekly trip meetings. Extra trips in summer will be assigned on a rotating basis that begins July 1 annually.

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. For the duration of this contract (July 1, 2022 through June 30, 2025), any trips that are eight (8) hours or more will be offered to regular drivers first if a substitute driver can cover the regular driver's main route on the day of the trip. The regular driver, when driving an extra trip, shall receive their regular hourly wage during the regular work day, and outside of the work day hours will be paid at the field trip rate.
 - 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.

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 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, step-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.

20.06 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.

20.07 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.

20.08 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.

20.09 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

<u>Time Missed</u>	<u>Incentive</u>
Less <u>No more</u> than 1 day	\$400.00
<u>More than</u> 1 day, but less <u>no more</u> than 2 days	\$300.00

12-month Employees

<u>Time Missed</u>	<u>Incentive</u>
Less <u>No more</u> than 2 days	\$400.00
<u>More than</u> 2 days but less <u>no more</u> than 3 days	\$300.00

20.10 **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 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 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 22
UNPAID LEAVE OF ABSENCE

- 22.01 In accordance with the provisions of ORC, Section 3319.13, the Board shall grant an unpaid leave of absence for a period of not less than 25 consecutive work days and 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. A leave of absence shall occur no more than two times per school year, unless approved by the Superintendent as an extenuating circumstance.

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~~ must notify the Board of ~~E~~education in writing at least sixty (60) calendar days (if the leave of absence is for a period of six (6) months or more) or at least fourteen (14) calendar days (if the leave of absence is for a period of less than six (6) months) prior to their scheduled date of return ~~if~~ whether they are coming back to work or not. Failure to notify the Board of intent to return by these dates will be deemed abandonment of employment and such position shall be considered open.

ARTICLE 25
HOURS OF WORK

- | 25.06 In the event the Board is unable to or chooses not to acquire a substitute bus driver in place of an absent employee, any bus driver required to drive an additional route beyond their regularly scheduled route will receive an additional \$25 per day.

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.

28.07 Employees will not be required to utilize their own vehicles in transporting school equipment, materials, or students.

~~28.07~~28.08 _____ Full-time bargaining unit members who do not reside in the District may open enroll their children as pupils, subject to the following conditions:

1. 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.

| 28.09 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.

| ~~28.08~~28.10 In the event a mechanic is required to work outside of their normal work hours, they shall be compensated at a rate that is double their regular hourly rate.

ARTICLE 32 WAGES

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

Effective July 1, 202~~20~~² – ~~1.53~~²% across the board increase.

The increase is retroactive on base wages only to July 1, 2022.

Effective July 1, 202~~31~~⁴ – ~~1.5~~⁴% across the board increase.

Effective July 1, 2024 – 5% across the board increase

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

32.03 A ~~thirty-five cent (\$3.540)~~ per hour shift differential shall be paid second shift custodians. A ~~forty-cent (\$4.50)~~ per hour shift differential shall be paid to third shift custodians. Pay for a first, second, or third shift custodian shall remain the same, regardless of the actual shift worked, unless they are permanently assigned or successfully bid transfer to a different shift.

The pay rate for bus drivers for extra bus trips ~~shall be the step 0 rate, effective July 1, 2020 shall be \$13.95 and effective July 1, 2021 shall be \$14.15. Pay rate for extra trips are increased the same percentage as wages.~~

32.04 **LONGEVITY PAYMENT**

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

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	<u>*Veteran's Day</u>
		Thanksgiving Day
	President's Day	Day after Thanksgiving
*	Good Friday	Day before Christmas
*	Monday after Easter	Christmas Day
*	Memorial Day	
	<u>Juneteenth</u>	
	* 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	<u>*Veterans Day</u>
		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.

ARTICLE 34

VACATION

34.01 All Employees employed eleven (11) months or more shall 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. — After completing one (1) year of employment service with the District: .83 days per month~~
- ~~C. — After completing six (6) years of employment service with the District: 1.25 days per month.~~
- ~~D. — After completing ten (10) years of employment service with the District: 1.41 days per month.~~
- ~~E. — After completing sixteen (16) years of employment service with the District: 1.66 days per month.~~
- ~~F. — After completing twenty one (21) years employment service with the District: 1.83 days per month.~~
- ~~G. — After completing twenty five (25) years of employment service with the District: 2.08 days per month.~~

<u>Years of Service</u>	<u>Days Per Year</u>	<u>Days Per Month</u>
<u>Year 0 to 1</u>	<u>Up to 10.00</u>	<u>1.000</u>
<u>Years 1 to 6</u>	<u>10.00</u>	<u>0.833</u>
<u>Years 7 to 10</u>	<u>15.00</u>	<u>1.250</u>
<u>Years 11 to 16</u>	<u>18.00</u>	<u>1.417</u>
<u>Years 17 to 21</u>	<u>21.00</u>	<u>1.667</u>
<u>Years 22 to 25</u>	<u>22.00</u>	<u>1.833</u>
<u>Years 26 or More</u>	<u>25.00</u>	<u>2.083</u>

34.02 Employees shall be permitted to sell 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 ~~March 31~~ June 30. 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.

| ~~Ten (10) days will be advanced to all current members on July 1, 2020.~~

34.03 Earned, but unused vacation time for the year preceding the date of separation 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. A maximum of ten (10) total vacation days may be used during this period unless additional time is approved by the Superintendent. 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. Quarter-day (1/4) increments may be approved by the Superintendent.

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~~3~~ ~~Effective July 1, 2012, a~~ 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:

Calendar Year 2023 - 15% not to exceed \$450 per month for family coverage and not to exceed \$250 per month for single coverage

Calendar Year 2024 - 15% not to exceed \$460 per month for family coverage and not to exceed \$260 per month for single coverage

Calendar Year 2025 - 15% not to exceed \$475 per month for family coverage and not to exceed \$275 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:

	BOARD SHARE	EMPLOYEE SHARE
30+ Hours	85%	15%
20-29 Hours	50%	50%

~~Beginning January 1, 2021, t~~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.

39.06 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 (HSA) for all Employees on the District medical insurance plan funded in the amount of \$7600 for a single plan and \$850 for a family plan, which amount shall be available in January 2023, 2024, and 2025. ~~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 \$600 for those on a single plan and \$1800 for those on a family plan, payable in January 2021.~~

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) consecutive 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.~~

40.06 Employees who successfully bid transfer to new positions or vacant positions shall have the right to return to their held position within thirty-two (~~32~~) school days after the Employee's first day of working on the new assignment. The Superintendent shall also have the right prior to the completion of thirty-two (~~32~~) school days to return the Employee to their previously held position, with cause. Any employee who successfully bid transfers must be able to work in the new position within ten (10) working days after being awarded the position, or shall forfeit the position. A forfeited position shall then be awarded to the next eligible employee or external candidate.

ARTICLE 41

LENGTH OF EMPLOYEE CONTRACTS

41.01 Employees of the District 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 ~~S~~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 ~~S~~superintendent, shall be two (2) year contract.
- E. Fifth contract, if recommended by the ~~S~~superintendent, shall be a continuing two-year contract.
- F. Sixth contract, if recommended by the superintendent, shall be a two-year contract.
- ~~E-G.~~ Seventh 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) day 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.

~~42.02~~ 42.03 For the duration of this Agreement (July 1, 2022 through June 30, 2025, if a job posting has remained available for more thirty (30) calendar days, and no candidate has been selected to fill the position, the Board may consider employing other district staff or student workers to fulfill the job duties for the remainder of the school year. Such staff or student workers shall not be eligible to be part of the Union or be covered under any of the other provisions within this Agreement.

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 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. A meeting may be canceled or rescheduled with the mutual agreement of both parties.