

Bargaining Agreement

Between

O.A.P.S.E Local #611

and the

Mathews Local Board of Education

July 1, 2022 through June 30, 2025

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ARTICLE I – RECOGNITION

1.1 RECOGNITION OF O.A.P.S.E. LOCAL #611

The Mathews Local Board of Education, hereinafter referred to as the “Board”, recognizes the Ohio Association of Public School Employees, AFSCME Local 4, AFL/CIO hereinafter referred to as the “Union”, on behalf of Local #611, as the sole and exclusive bargaining representative for the following described unit.

1.2 RECOGNITION OF THE BARGAINING UNIT POSITIONS

The Bargaining Unit includes all regular employees, under contract, in the following positions or classifications, which are regularly assigned to a work schedule:

1. Educational Aide
2. Bus Driver
3. Head Custodian
4. Food Service
5. Lunchroom Monitor
6. Secretarial
7. Library Secretary
8. Utility Person
9. Sweeper/Cleaner

The Bargaining Unit does not include the following positions:

1. Treasurer
2. Maintenance Supervisor
3. Transportation Coordinator
4. Food Service Supervisor
5. Central Office Staff
6. Substitutes

1.3 MULTI-POSITION EMPLOYEES

An employee with multiple positions will be assigned to the classification in which they work the most hours.

1.4 TERMS OF RECOGNITION

The terms of this recognition shall be for the duration of the contract or any extension thereof.

1.5 PRINCIPLES

Full-time, or short-hour, classified personnel have the right to join in, participate in, and assist in Union, and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment, of any employee.

1.6 MANAGEMENT RIGHTS

Except as specifically limited by this contract, the Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and/or the United States.

1.7 PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all bargaining unit members without discrimination as to age, sex, race, color, creed, or national origin as these terms are defined and used under applicable federal and state laws. The bargaining unit member shall share equally with the Board the responsibility for applying these provisions to the negotiated agreement.

ARTICLE II – PROCEDURES FOR CONDUCTING NEGOTIATIONS

2.1 REQUESTS FOR MEETINGS

A written request to open negotiations shall be served on either party not more than ninety (90) days prior to the expiration date of this contract. Within ten (10) days of the receipt of the request, both parties shall establish a mutually agreeable site, date, and time for the first meeting.

2.2 NEGOTIATING TEAMS

Each side shall select its own team which shall be composed of not more than four (4) members. One consultant may be used which shall be included in the four member team. Cost of the consultant shall be the responsibility of the retaining party. Negotiating team members shall be released from duties when negotiating meetings fall within their work shifts without loss of pay.

2.3 SCOPE OF AGREEMENT

All matters pertaining to wages, hours, or terms and 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 Board and the Union.

2.4 MEETINGS

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well as times and places of the meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session. The parties shall make every effort to conclude negotiations within sixty (60) days, unless this time is mutually extended.

2.5 SUBMISSION OF ISSUES

All issues for negotiations by the Union shall be submitted in writing at the first meeting and the Board submit in writing to the Union all of its issues for negotiations no later than the second meeting. No additional issues shall be submitted by either party following the designated meetings, unless agreed to by both parties.

2.6 EXCHANGE OF INFORMATION

Prior to, and during, the period of negotiations or impasse provisions, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

2.7 CAUCUS

Upon request of either party, the negotiations meetings shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

2.8 PROGRESS REPORTS

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

2.9 NEWS RELEASES

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

2.10 PROTOCOL

No action to coerce, censure, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

2.11 ITEM AGREEMENT

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to ratification by the membership of the Association and adoption by the Board.

2.12 AGREEMENT

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Union and the Board for ratification and adoption. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's President and by the Union's President and negotiating team.

2.13 DISAGREEMENT

2.13.1 In the event an Agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.

2.13.2 Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the positions of the parties have solidified and the parties have been intransigent pertaining to unresolved negotiation issues.

2.13.3 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where Agreement has not been reached by either party.

2.13.4 The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

2.13.5 The Mediator has no authority to recommend, or to bind, either party to any agreement.

ARTICLE III – NO STRIKE

3.1 NO STRIKE

The Board agrees it will not lock out any member of the bargaining unit during the term of the negotiated agreement and the Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns or interference with the normal operation of the school district during the term of this agreement.

ARTICLE IV – PROVISIONS CONTRARY TO LAW

4.1 PROVISIONS CONTRARY TO LAW

The Board and the Union agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this Article/Provision. Should any clause of this contract be held to be contrary to law, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and affect. Any provision found contrary to law shall be changed to conform with law through the negotiations process. Within thirty days of a request to discuss the effects of a law which renders a clause of the Agreement null and void, the Board and the Union shall meet to discuss the effect of the law as it pertains to the Agreement. Should agreement not be reached, the parties shall request the help of a mediator under Article II, Section M (4) and (5) of this Agreement.

ARTICLE V – UNION DUES AND LOCAL DUES

5.1 UNION DUES

5.1.1 The Parties shall fully comply with the ruling in the case of Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. ____ (June 27, 2018) and applicable laws.

5.1.2 OAPSE is solely responsible for advising employees of their legal rights and responsibilities arising out of the case of Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. ____ (June 27, 2018) and applicable laws.

5.1.3 The Board shall have absolutely no involvement in whether an employee becomes and/or remains a member of the Bargaining Unit.

5.1.4 OAPSE hereby verifies to the Board that all employees having OAPSE dues deducted from their payroll are doing so knowingly and intentionally.

5.1.5 The Board will deduct from the pay of each employee, who so authorizes it to do so, the required amount of fees for the payment of dues of the bargaining unit, on a monthly basis, payroll deductions shall be continuous. In order to withdraw membership from the Union, an employee must execute and deliver a written withdrawal request in accordance with the procedure listed on the membership application signed by the employee. Dues deduction authorization may not be revoked at

any other time or in any other manner except as provided in the OAPSE membership application signed by the employee.

5.1.6 OAPSE will notify the school district treasurer when the dues deduction authorization is properly withdrawn by the employee.

5.1.7 The Board agrees not to honor any membership dues deduction from members of the unit in favor of any other labor organization during the life of the agreement.

5.1.8 All dues shall be deducted monthly. All State dues shall be forwarded to the Treasurer of the State Union. Union dues shall be deducted by payroll deduction and forwarded to the local Treasurer.

5.1.9 The Board shall provide the Treasurer of OAPSE a list of all dues paying members on a quarterly basis; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; and a list of employees who terminate employment.

5.1.10 Subject to the above, the OAPSE agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Mathews Local School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff.

ARTICLE VI – LEAVES AND ABSENCES

6.1 SICK LEAVE

6.1.1 Each employee in the school system is entitled to fifteen (15) days sick leave with pay for each year under contract to be credited at the rate of one and one fourth (1¼) days per month with a maximum accumulation of 366 days. Current employees having more than 366 accumulated sick days shall be capped at their current number of sick days as of August 31, 2011.

6.1.2 Employees may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or death in the employee's immediate family.

6.1.3 Immediate family shall be defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren, and in-laws of the employee or spouse.

6.1.4 Notwithstanding any other provision of this agreement, any employee who utilized more than nine (9) days of sick leave in any 12 month (twelve-month) period shall be required to submit a valid physician's statement to the employer, attesting to the employee being unable to work due to an illness or injury for each sick-day in excess of nine (9) days in such 12 month (twelve-month) period. Bereavement leave where proof of death and relationship have been provided to the employer, and sick leave time where a valid physician's statement has been provided, shall be excluded from such nine (9) day limit.

6.1.5 If an employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical examination, that such leave may be considered an unauthorized leave then the leave shall be without pay.

6.1.6 Each newly hired and each employee who has exhausted their sick leave shall be advanced five (5) days each year which shall be charged against sick leave s/he subsequently earns. New employees may transfer no more than 120 days to the school district from other Ohio employment with the state of Ohio or any of its political subdivisions.

6.1.7 Employees shall furnish a signed statement on the sick leave form provided by the Board for use of sick leave. If medical attention was required, the employee shall provide the name and address of the physician and the dates consulted.

6.2 PERSONAL LEAVE

6.2.1 All existing bargaining unit members as of August 31, 2011 shall receive personal leave days without loss of pay, as follows:

- First through fifth year – four (4) days
- Sixth through ninth year – five (5) days
- Tenth and beyond – six (6) days

6.2.2 Personal leave may be requested for legitimate business, professional, or personal reasons a bargaining unit member may encounter which cannot be met outside the regular work day.

6.2.3 All personal leave requests shall be submitted not later than three (3) days in advance to the respective Supervisor and Superintendent; advance notice to be waived in case of emergency.

6.2.4 Newly hired bargaining unit members (hired after August 31, 2011) shall receive three (3) personal leave days. These days will be prorated based on their date of hire in the first year of their contract as follows:

- Between July 1 and August 31 – three (3) days
- Between September 1 and December 31 – two (2) days
- Between January 1 and June 30 – No days

6.2.5 Personal leave shall not be taken for more than three (3) consecutive work days and shall not be taken on the day preceding or day subsequent to a holiday, vacation, recess, or first and/or last day of school, except in case of an emergency.

6.2.6 No more than 10% of the bargaining unit or more than two (2) employees in a job classification may use personal leave on any one day except as approved by the Superintendent.

6.2.7 Unused personal leave shall be converted to sick leave by June 30 of each school year.

6.3 MATERNITY LEAVE

Any female employee of the Board who qualifies may use accumulated sick leave for maternity leave.

6.4 PARENTAL LEAVE

6.4.1 A bargaining unit member who becomes a parent either through childbirth or adoption may apply for a leave of absence without pay for parental reasons. Parental leave shall be for a period not to exceed the remainder of the contract year which the child was born or adopted. Employees applying for a parental leave shall make application as soon as the employee learns she is pregnant, or in the case of adoption, as soon as the anticipated date of child receipt is known. Parental leave shall be granted solely for parental reasons and if both parents are employed by the district, the aggregate amount of leave with continued group benefits for the two (2) employees shall be twelve (12) weeks in total during any one twelve (12) month period.

6.4.2 Applications for parental leave shall state in writing:

- Expected date of birth or adoption
- Date the leave is to commence
- Date employee expects to return to service

6.4.3 Sick leave and personal leave shall not accrue during parental leave. A person on parental leave shall have his/her group health plan and life insurance coverage continued for the first twelve (12) weeks of such leave at the same cost as if on active status. The employee may continue to participate in any group health plan or life insurance coverage thereafter provided the employee pays the necessary premium(s) and is accepted by the carrier(s).

6.4.4 Upon return from an approved parental leave, the employee shall be reinstated to the same or similar position with essentially equivalent compensation.

6.5 ASSAULT PROTECTION AND LEAVE

Pursuant to, and in accordance with, Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of disability resulting from a physical assault which is clearly unprovoked. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of ninety (90) working days. An employee shall be granted assault leave according to the following rules:

6.5.1 The incident, resulting in the absence of the employee, must have occurred when on duty during the course of employment with the Mathews Local Board of Education while on the Board premises or at a Board approved or sponsored activity/event.

6.5.2 Upon notice to the Principal, or immediate Supervisor, that an assault upon an employee has been committed, any employee having information relating to such assault, shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building Principal or immediate Supervisor.

6.5.3 To qualify for assault leave, the employee shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.

6.5.4 An employee shall not qualify for payment for assault until the assault leave form and any requested physician's statement have been submitted to the Superintendent.

6.5.5 Employees shall not be permitted to accrue assault leave.

6.5.6 Payment of assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.

6.5.7 Falsification of a statement for assault leave is grounds for suspension or termination of employment.

6.5.8 Any employee who applies for assault leave must file charges and assist authorities in seeking justice for the perpetrator.

6.6 MILITARY LEAVE

All employees shall be granted a leave of absence for military duty in accordance with Federal and State Law.

6.7 UNPAID LEAVES OF ABSENCE

6.7.1 Upon written request, by a bargaining unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive years for education, professional or medical purposes only; the Board shall grant such leave where illness or other disability of the employee is the reason for the request or where the reason for the request is the illness or disability of the spouse, parent or child requiring the employee to miss work to provide the necessary care.

6.7.2 The request for such leave of absence shall be in writing, submitted to the Superintendent and shall state the following:

- The beginning and anticipated expiration date of the leave,
- The reason for the request for a leave of absence,
- In the case of illness or disability, shall be accompanied by a statement from the physician substantiating the illness or disability.

6.7.3 The request for a leave of absence shall be made at least thirty (30) days prior to the beginning date of the leave, if possible.

6.7.4 The bargaining unit member shall notify and confirm their intent to return at least thirty (30) days prior to the expiration of the leave or request an extension of the leave restating the reasons in Section 2 above.

6.7.5 Upon return from an approved leave, the bargaining unit member shall return to his or her former position and contract status.

6.7.6 A person on leave due to the personal illness or injury or dependent care leave shall have his/her group health and life insurance coverage continued for the first twelve (12) weeks of such leave at the same cost as if on active status. The employee may continue to participate in any group health or life insurance coverage thereafter provided the employee pays the necessary premium(s) and is accepted by the carrier(s).

6.7.7 The bargaining unit member shall not accrue sick leave while on an unpaid leave of absence.

6.8 JURY DUTY

An employee shall be granted time off for jury duty without any loss of pay for regularly scheduled hours. An employee subpoenaed to appear in Court as a witness on matters arising out of his employment shall be granted time off without any loss of pay for regularly scheduled hours unless the employee is a party in the legal matter. Members, who serve on jury duty, or as witnesses in matters arising out of employment, will not receive reduction in pay. However an offset of any amounts received by an employee as jury fees or witness payments will be made against salary due.

6.9 SEVERANCE PAY

All classified personnel employed by the Mathews School District for more than ten (10) consecutive school years who elect to retire and do retire from employment from the District, as defined below, shall be entitled to a severance pay benefit. Severance pay shall only be paid once to any employee.

To be eligible for this benefit, an employee must be on paid status, or on a medical/disability leave or dependent care leave which has not exceeded two (2) years, with the Board immediately prior to his/her retirement, severance pay will be calculated as follows: Final contracted salary (including longevity pay) x .00125 x number of sick days accumulated. The final contracted salary will be the same as the last year of employment if the employee has remained in the same job and classification for the final three years of service to the district. If an employee has not been in the same job and classification for the final three years of service, an average of the last three years will determine the final contracted salary.

Payment of the severance benefit will be made only upon the receipt by the Treasurer of the Board of Education of a notice from the School Employees Retirement System (SERS) that retirement has in fact begun. Payment will be made through the following schedule:

- One-third (1/3) payable in the October following retirement
- One-third (1/3) payable in the second October following retirement
- One-third (1/3) payable in the third October following retirement

An employee who has submitted a written resignation and has been approved by the Board will not serve in another capacity with the School District except as provided by law.

If a member of the bargaining unit, who has officially notified the Board of his/her pending retirement, expires prior to the actual receipt of severance pay, then the severance pay shall be paid to his/her designated beneficiary. The Board shall provide a designation of beneficiary form for this

purpose. Immediately following eligibility for retirement under SERS, the employee shall file with the Treasurer of the Board of Education a designated beneficiary form.

ARTICLE VII – WORKING CONDITIONS AND GENERAL PROVISIONS

7.1 POLICY NOTIFICATION

The Board shall provide the President of the Union with a copy of the current Board Policy Book via the district website.

7.2 JOB DESCRIPTIONS

7.2.1 The Union shall be furnished with a copy of the job description of each classification in the bargaining unit.

7.2.2 Management reserves the right to update job descriptions and duties as needed. The Union shall be provided with job descriptions and duties upon request. Prior to any change in a job description covered under this Agreement, the Union shall be notified of the anticipated change and have an opportunity to meet and discuss the proposed changes prior to Board adoption.

7.2.3 The salary schedule and job descriptions of newly created positions shall be established through meetings and mutual agreement by the Board and the Union.

7.3 SCHOOL CALENDAR

The school calendar is to be posted on all bulletin boards, including the one in the bus garage.

7.4 WORK WEEK – OVERTIME AND SPECIAL PROVISIONS

7.4.1 Work Week

7.4.1.1 The normal work week shall be five (5) consecutive work days beginning with Monday and ending with Friday.

7.4.1.2 The hours of work shall be consecutive except when a lunch period is provided.

7.4.1.3 The hours of twelve-month employees shall be eight (8) hours per day including a thirty (30) minute paid lunch.

7.4.2. OVERTIME AND SPECIAL WORK SCHEDULES

7.4.2.1 Overtime shall be assigned on an hourly equalization basis within each building or classification. This overtime roster will be maintained by the head custodian of each building.

7.4.2.2 Overtime shall be offered on a seniority rotation basis from another building when there is no employee available from within a building.

7.4.2.3 All overtime shall be offered to regular employees before a substitute is used. Summer work shall be awarded to employees per F.4.a. in this article. During the summer months, summer work shall be offered to bargaining unit members who work a less than twelve (12) month job and shall be paid at step 0 of the Sweeper/Cleaner wage scale. Employees interested in being utilized for summer work must sign up prior to the end of the school year. The employee assigned must have skill, physical ability, and experience to perform the assigned duties. If interested bargaining unit members have been exhausted, the Board retains the right to employ non-bargaining unit member substitutes and/or contract out the work at its discretion.

7.4.2.4 A.M. custodians, building cooks, and building secretaries will receive one (1) additional paid hour per month for the purpose of inventory.

7.4.3 OVERTIME PAY

7.4.3.1 The Board shall pay for overtime worked at the rate of time and one-half (1½) for all hours over forty (40) in any week.

7.4.3.2 When computing overtime pay, holidays, and vacation days shall not be counted as hours worked. Actual hours worked will be used.

7.4.3.3 Saturday work shall be paid at time and one-half (1½) for all hours worked. Sunday work shall be paid at double (2) time for all hours worked.

7.4.3.4 Holidays shall be paid at double (2) time for all hours worked in addition to the holiday pay.

7.4.3.5 Compensatory Time—Employees may request, at their option, to receive compensatory time off in lieu of overtime pay approved by his/her immediate supervisor. These hours must be used within the next fourteen (14) calendar days and approved by their supervisor in advance of the absence.

7.4.3.6 There shall be no pyramiding of overtime pay.

7.4.4 SPECIAL PROCEDURES

7.4.4.1 Call Out: Whenever an employee is called out, the employee will be paid a minimum of two (2) hours.

7.4.4.2 Non-School Affiliated Activities: Whenever kitchen equipment is being used, there shall be a cafeteria employee on duty. Cafeteria employees are to receive their hourly rate of pay. Overtime shall be paid pursuant to Section 3 above.

7.4.4.3 School Affiliated Activities: Whenever kitchen equipment is being used a cafeteria employee shall be on duty for two (2) hours for instructional purposes. Cafeteria employees are to receive their hourly rate of pay. Overtime shall be paid pursuant to Section 3 above.

7.4.4.4 Non-School Affiliated Activities: Any employee requested to work any activity will be paid a minimum of two (2) hours. Custodial employees, who must unlock buildings and then return to clean and lock up, shall be paid the minimum of two (2) hours for each trip.

7.4.4.5 School Affiliated Activities: Custodial employees who must unlock buildings and then return to clean and lock up, shall be paid the minimum of one (1) hour to unlock the building and two (2) hours to clean and lock up the building. If the facility is left in an unhygienic condition, then additional cleaning time will be paid.

7.4.4.6 Building Checks—The Board shall pay custodial and utility personnel a minimum of two hours per day to do all building checks on Saturday, Sunday, holidays, and/or vacation. Custodians and utility personnel will be scheduled on a seniority rotation basis for such building checks. Personnel scheduled will check all buildings and work two hours minimum. Mileage for travel between school buildings shall be reimbursed at the IRS rate.

7.4.4.7 Secretaries shall not be required to move boxes, books, or equipment. Full time custodians shall be requested to be on duty in each building two (2) weeks prior to the opening of school.

7.4.4.8 The hours for building secretaries shall be eight (8) hours per day which shall include a thirty (30) minute paid lunch.

7.4.4.9 The Mathews Local School District Board of Education (“Board”) will pay current short hour employees working as substitutes, within their job classification, their regular hourly rate. When a current short hour employee works in a classification outside of his/her regular assignment, the Board will pay that employee Step Zero of the applicable salary schedule as set forth in the current Bargaining Agreement between the Board and the Ohio Association of Public School Employees, Local #611 (“Union”) for substitute hours actually worked.

7.4.4.10

7.5 CALAMITY DAYS

7.5.1 All employees shall be paid their appropriate rate of pay for all days, or part of a day, when schools in which they are employed are closed owing to an epidemic or other public calamity.

7.5.2 Any employee who performs work for the Board, by request, or has reported, shall be paid their regular rate of pay for all hours worked or having reported for work in addition to Calamity Day pay.

7.6 BID PROCEDURE

7.6.1 **Vacancy**: A vacancy shall be defined as a bargaining unit position that becomes vacant through death, retirement, resignation, termination, non-renewal, extended leave of absence, transfer/promotion of an employee that the Board intends to fill, or when the Board creates a new position which is subject to the Recognition Clause.

7.6.2 **Job Posting**: The Board shall post all job vacancies, which it intends to fill, including newly created positions, revised positions, and promotional positions internally first for a period not to exceed five (5) calendar days. At the end of the five (5) calendar days, the internal bidding shall be closed. If no internal employees bid or is selected for the open vacancy, the vacancy will then be posted for potential employees from outside the bargaining unit. The outside posting will be open ended and remain open until it is filled. The vacancy notices shall be posted via email and shall contain a description, details of the opening (s) and salary. An all call will also follow the email posting to remind employees of open vacancies. All vacant or newly created positions must be posted for bid and shall be posted for the actual number of hours as determined by the Board. The posting period for positions intended by the Board to be filled shall begin no later than seven (7) calendar days of the time the position became vacant or was known to become vacant. The posting period may run concurrent with the last five (5) days of the probationary period.

7.6.3 **Request for Position**: An employee must make a request for the vacant position in writing, to the appropriate Supervisor or Superintendent.

7.6.4 **Award of Position**: The awarding and filling of the vacancies shall occur within fourteen (14) calendar days of the closing of the bids, using the following formula:

7.6.4.1 Present qualified employees will be given first consideration for vacancies or newly created positions. The Board agrees to consider present qualified employees before employing personnel from outside the system. The following factors are the guidelines for evaluating the present employees:

7.6.4.1.1 Seniority within the job classification series

7.6.4.1.2 Previous job experience and evaluations

7.6.4.1.3 Disciplinary action taken two (2) years prior to the request for the open vacancy.

7.6.4.1.4 Evaluation of written, physical, and psychological skills tests pertaining to the open position.

7.6.4.1.5 Superintendent/Supervisor interview.

7.6.4.1.6 In the event all factors are substantially equal, system seniority will prevail.

7.6.4.2 An employee who fills the vacancy may request to return to his/her former position within sixty (60) days of being awarded the position.

7.6.4.3 Any employee changing classifications will be paid at their current step of their prior classification.

7.6.5 **Probationary Period:** An applicant who fills the vacancy shall take such position subject to the following conditions:

7.6.5.1 The applicant shall be subject to a probationary period of sixty (60) calendar days and may at any time during that period be removed and re-assigned to his/her former position for just cause shown. During the sixty (60) day probationary period the applicant's prior position will be filled with a substitute.

7.6.5.2 During the sixty (60) calendar day probationary period, the employee may request to be returned to his/her former position.

7.6.5.3 The sixty (60) day probationary period may end early by a signed agreement between the Superintendent and the employee.

7.6.5.4 Transfers within the Classification: The Board shall hire using the same guidelines as defined in 4a of this section, to fill the vacancy created by employee transfer. Not to exceed sixty (60) days, to accommodate the probationary period. After sixteen (16) calendar days from the date of the transfer, the vacated position may be posted.

7.6.6 **Notification:**

7.6.6.1 Any bidding applicant shall be notified whether s/he is the successful candidate.

7.6.6.2 During the summer months, nine, ten, and eleven month employees will be mailed vacancy notices.

7.6.6.3 Within fourteen (14) calendar days after a vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Union.

7.7 Holidays

Employees shall be granted the following paid holidays:

<u>9 and 10 Month Employees</u>	<u>11 and 12 Month Employees</u>
New Year’s Day	New Year’s Day
Martin Luther King Day	Martin Luther King Day
Presidents’ Day	Presidents’ Day
Friday before Easter	Friday before Easter
Monday after Easter	Monday after Easter
Memorial Day	Memorial Day
Labor Day	Fourth of July (two holidays)
OAPSE/NEOTA Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Day following Thanksgiving	Day following Thanksgiving
Christmas Eve	Christmas Eve
Christmas Day	Christmas Day
New Year’s Eve	New Year’s Eve

Should any of the above paid holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. Should any of the above paid holidays fall on a Sunday, the following Monday shall be celebrated as the holiday.

Should any of the above extra holidays fall on a weekday, they will be celebrated according to the following chart: (The exception to the above guidelines and the chart below would be when school resumes the day after New Year’s Day. When this occurs, the Holidays will be celebrated when school is not in session. (These days will be determined by the Superintendent.

HOLIDAY	EXTRA HOLIDAY CELEBRATED
Monday	Tuesday
Tuesday	Monday
Wednesday	Tuesday
Thursday	Friday
Friday	Thursday

7.8 VACATIONS

7.8.1 All full-time employees (not less than eleven month contract), after service of one (1) year in the school system, shall be entitled, during each year thereafter, while continuing in the employ of said Board, to vacation leave with full pay, excluding legal holidays, in the following manner:

- 0– 1 year- .75 days per full month
- 1– 5 years 2 weeks (10 days)
- 6 – 9 years 3 weeks (15 days)
- 10 – 21 years 4 weeks (20 days)
- 22 - 23 years 4 weeks + 1 day (21 days)
- 24 – 25 years 4 weeks + 2 days (22 days)
- 26 – 27 years 4 weeks + 3 days (23 days)
- 28 – 29 years 4 weeks + 4 days (24 days)
- 30 years and beyond 5 weeks (25 days)

7.8.2 All vacations shall be scheduled with the Supervisor fifteen (15) working days prior to the beginning date of the vacation.

7.8.3 Full time custodians shall be requested to be on duty in each building two (2) weeks prior to the opening of school.

7.8.4 Vacation dates for all eligible personnel shall be scheduled when schools are not in session during the summer, Christmas, or spring vacations.

Employees with four (4) weeks of vacation may, with prior approval of the Supervisor and Superintendent, schedule vacation not to exceed fifteen (15) days while school is in session.

7.8.5 No more than one employee per building per classification may schedule a week or more of vacation at a given time.

7.8.6 In the event two bargaining unit members within a building request the same vacation date, the member with the greater seniority shall be given preference. Exceptions due to personal hardship may be considered by the Superintendent.

7.8.7 Vacation days cannot be accumulated and must be used each contract year or be forfeited.

7.9 EMPLOYEE EVALUATIONS

7.9.1 Evaluation of classified employees shall be the responsibility of the administration and supervisors. Evaluations shall occur annually and shall include recommendations for improvement in each area where improvement is indicated.

7.9.2 The Administrator/Supervisor shall conduct a post-evaluation conference. At this conference the employee shall have the right to review the evaluation, make written comments relevant to the evaluation which shall become a part of the evaluation. The employee shall sign and date the evaluation although it is understood the signature does not denote agreement with the evaluation, only that it has been reviewed. Employees shall receive a copy of their evaluation.

7.9.3 A personnel file for each classified employee shall be maintained at the Board office. Employees may request to review their personnel file at any time. This review shall occur within two (2) school days unless the parties mutually agree to a later date.

7.9.4 Employees shall receive a copy of any material placed in their personnel file which might affect the evaluation. Employee will initial and date his/her file after reviewing.

7.9.5 Any record of a disciplinary nature held in an employee's file must have been initialed by the employee or it is to be considered hearsay and not valid. Should an employee refuse to sign such document, the Superintendent shall so indicate, initial, and date the document, place in the employee's file, with a copy to the employee and the Union President.

7.9.6 Derogatory material and letters of reprimand, suspension, and disciplinary action will not be used as grounds for disciplinary action after twenty-four (24) months following the date of the incident. However, such material shall be retained in the personnel file for the purpose of establishing a continuing pattern of past conduct. Should there not be any further occurrence, the file shall be expunged within a forty- eight (48) month period of time.

7.10 DISCIPLINARY, TERMINATION, NON-RENEWAL, AND TRANSFER PROCEDURES

7.10.1 Disciplinary Procedures:

7.10.1.1 The Board acknowledges that one (1) reason for disciplinary action is improving the employee's performance. The Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee, his/her immediate supervisor, and a Union representative for the employee.

7.10.1.2 Whenever possible, the Board agrees that all disciplinary action, including verbal reprimands affecting bargaining unit members shall be administered in private.

7.10.1.3 An employee shall be terminated, suspended or otherwise disciplined for just cause only. Just cause shall be defined as: a violation of written rules and regulations of the Board, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance.

7.10.1.4 In the event an employee is to be disciplined, the Board shall provide written notice, by mail or hand delivery, of the reason(s) for the action, together with the dates for the implementation. All suspensions must be within thirty (30) work days of the alleged disciplinary problem.

7.10.1.5 The employee may, upon receiving a disciplinary action, challenge the action through the grievance procedure.

7.10.1.6 A Union Representative shall be permitted to attend a disciplinary interview, meeting or hearing contemplated by this Section.

7.10.1.7 Based on the severity of the offense, disciplinary action shall normally follow the steps outlined below. However, the parties agree that if the nature of the offense warrants a more severe discipline, discipline may be imposed without complying with the progressive steps below (i.e. step(s) may be skipped, even for a first offense of a severe nature). Employee offenses need not be of a similar nature for discipline to progress through the aforementioned steps.

- Step 1 – Written reprimand
- Step 2 – One-day suspension
- Step 3 – Three-day suspension
- Step 4 – Five-day suspension for consideration of termination.

7.10.2 Non-Renewal:

The above Disciplinary Procedures shall not apply to the non-renewal of a limited contract. Non-renewal of a limited contract shall not be used to reduce the work force.

7.10.3 Involuntary Transfer from One Shift or Building to Another:

If it becomes necessary to involuntarily transfer an employee from one shift or building to another, the least senior employee with the same number of contracted hours within the classification shall be transferred.

7.10.4 Medical Transfer:

Upon application by an employee and upon approval of the Union, the Board may give alternate work when the same is available to an employee who has become medically unable to perform his/her regular job duties.

7.11 REDUCTION IN FORCE

7.11.1 No bargaining unit classification or position shall be filled by any Supervisor, non-bargaining unit employee or new hire while any member of the bargaining unit qualified to fill the position is laid off pursuant to this Article. This does not prevent supervisors or non-bargaining unit employees from performing the duties of their job.

7.11.2 The Board may reduce staff in accord with the provisions of O.R.C. 3319.172 and generally shall do so as follows:

7.11.2.1 The number of layoffs shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire or otherwise vacate a position.

— 7.11.2.2 Prior to the Board instituting the layoff of any classified staff, the Board and the Union shall meet to discuss the appropriateness of the reduction(s). At least twenty (20) calendar days prior to the effective date of any layoff, the Union and any employees to be laid off shall be notified.

7.11.3 Seniority:

7.11.3.1 Seniority shall be determined as follows: System Seniority shall be defined as an employee's continuous length of service with the Board, as computed by the employee's most recent date of hire. Classification Seniority shall be defined as the length of employment in the employee's current job classification. If two or more employees in the same job classification should have the same seniority date, they shall be listed on the seniority roster according to the surname alphabetical order. Length of continuous service will not be interrupted or affected by authorized leaves of absence.

7.11.3.2 For the purpose of seniority and bumping, the following are the job classifications:

1. Educational Aide
2. Bus Driver
3. Head Custodian

4. Food Service
5. Lunchroom Monitor
6. Secretarial
7. Library Secretary
8. Utility Person
9. Sweeper/Cleaner

7.11.4 When a reduction occurs, either system wide, within a classification or building, temporary, casual and employees on limited contract status shall be laid off first. Additional layoffs shall begin with the least senior employee in the classification and continue in order of seniority until the reduction is complete. However, if the application of classification seniority results in a member of the bargaining unit having greater system seniority (determined by the employee's most recent date of hire by the Board) being laid off and not being able to bump, the employee with the greater system seniority will prevail.

7.11.5 An employee laid off or bumped from his/her position may bump a less senior employee in the district, first

7.11.5.1 within the same classification: or, if he/she is unable to bump,

7.11.5.2 within the classification the employee held immediately prior to holding the classification from which the employee was laid off if the employee successfully held that classification with the Board, is still qualified to perform the work and has higher system seniority.

7.11.6 The Board shall prepare a recall list by classification. The name of each laid off employee shall be placed on the list in order of seniority. An employee whose name appears on the recall list shall be offered re-employment, in writing, when a position becomes available, in order of classification seniority. Recall shall be to a position within the classification from which s/he was laid off.

7.11.7 The Board shall provide written notice of recall by certified mail to the last address given by the employee to the Board. It shall be the responsibility of the employee to keep the Board advised of his/her mailing address. An employee who fails to accept or respond to a recall notification within fourteen (14) calendar day of delivery of the notice by certified mail shall be removed from the recall list.

7.11.8 Employees on the recall list shall remain eligible for re-employment for a period of two (2) years from the effective date of layoff. Employees who are offered re-employment but decline shall

be removed from the recall list, except that an employee who is offered lesser hours may refuse and shall not lose his/her standing on the recall list. Time on layoff shall not be included for salary, seniority, or benefit purposes but an employee who returns to work within two (2) years shall return with seniority, salary step, and fringe benefits based upon the employee's years of service upon layoff.

7.12 TRANSPORTATION

7.12.1 Bus Routes:

7.12.1.1 All regular routes shall be paid a minimum of five (5) hours

7.12.1.2 T.C.T.C. routes shall be paid as follows: three (3) hours

7.12.1.3 Parochial routes shall be paid as follows: 3.5 hours. Parochial will receive that percentage of regular route pay consistent with regular daily route driven.

7.12.2 Inspection of Bus or Vehicle:

7.12.2.1 The bus/vehicle operator shall conduct a daily inspection of the bus or vehicle as, prescribed in the Ohio Pupil Transportation Laws and Regulations and/or State of Ohio Commercial Driver's License Handbook for CDL Testing, page 2,2.1.1, shall fuel vehicle assigned, and record amount as directed by the Transportation Coordinator.

7.12.2.2 Vehicle deficiencies or mechanical defects shall be reported in writing as directed by the Transportation Coordinator with a copy to the Transportation Coordinator and Superintendent. Said report to be maintained on file with notation on repair, date of repair, and signature of individual responsible for repair. The Board shall provide a three (3) part form for such reporting.

7.12.3 Bus Cleaning:

Each bus driver/vehicle operator shall thoroughly sweep and perform all duties of cleaning the interior of his/her assigned vehicle as needed and not less than once per week.

7.12.4 Unsafe Bus:

Drivers will not be asked to drive a bus that is unsafe. Should there be any question regarding the condition of the bus, the driver shall contact the Superintendent who will make the final decision.

7.12.5 Breakdown:

Drivers who are late due to a breakdown will be paid for the full time of the breakdown.

7.12.6 Doubling on Routes:

Drivers shall be paid for all time over their regular route that they spend transporting students from other buses.

7.12.7 **Extra Trips:**

7.12.7.1 All extra trips shall be granted and assigned on an hourly equalization basis to those regular drivers who desire such trips.

7.12.7.2 Any regular driver interested in driving any extra-curricular or field trips must notify the Transportation Supervisor in writing, each school year, by the end of the August District In-Service. Should a driver wish to reinsert himself/herself into the rotation mid-year, the driver must notify the Transportation Supervisor in writing a minimum of two weeks prior to the next monthly assignment meeting.

7.12.7.3 Field trips shall be offered in a rotating fashion, to the driver with the least number of hours on a rotating hourly equalization list. Drivers shall not trade places on the list. If the first eligible driver rejects a trip, the trip hours will be credited to that driver on the hourly equalization list, and that trip shall be offered, in succession, to the next eligible regular driver on the list. If no regular driver accepts the trip or is eligible for the trip, the trip may be offered to a substitute bus driver.

7.12.7.4 At the District In-Service in August, then at the beginning of each month school is in session, the Transportation Supervisor will compile all known scheduled trips comprised of twelve (12) or more students. At a meeting to be scheduled during working hours, drivers shall, in rotation, select trips according to the hourly equalization roster. The driver with the least number of hours will select first and drivers will select one trip at a time until all trips for the month are chosen and assigned. Trips that become available after the monthly meeting will be assigned to drivers according to letter "e" in this provision. Those trips not assigned to regular drivers may be assigned to substitute drivers. The superintendent shall inform those responsible for ordering buses for extra trips to do so as to comply with this policy.

7.12.7.5 In the event of short advance notice (24 hours or less before a trip), or the short notice (24 hours or less before a trip) absence of an already assigned driver, the Transportation Supervisor may be required to ask the first available regular driver. The driver(s) who may have been skipped over, or who turned down a short advance notice trip, will not be assessed hours in the equalization rotation. The absent, already assigned, driver(s) will be assessed hours toward the equalization rotation. A driver taking a short advance notice trip (24 hours or less), or a driver assigned an extra trip which is cancelled, will not be assessed hours toward the equalization rotation. In the case of short notice driver absence, the assigned driver must contact the Transportation Supervisor, trying both his home and cell phone.

7.12.7.6 Drivers shall keep the Transportation Supervisor aware of how and where they can be reached should a trip become available. If a driver cannot be reached, the extra trip will be offered to the next person in rotation. Those trips not able to be assigned to regular drivers may be assigned to substitute drivers.

7.12.7.7 Driving time for field trips will begin fifteen (15) minutes before the time a driver is to arrive at the pickup point. If the trip is cancelled 45 minutes or less before the driver reports for the trip, the driver will be paid two (2) hour "show-up pay". If the driver waives "show-up pay," he/she will be offered the next available unassigned trip. To qualify for the "show-up pay" or "next available trip" options, the driver must keep the Supervisor informed of where he/she may be contacted in the time prior to the trip. If the driver cannot be reached for a trip cancellation, as indicated above, "show-up-pay" and "next available trip" are waived.

7.12.7.8 On no more than seven (7) occasions in any school year, the Board may permit students to be transported on charter buses. Additional charter bus usage may be permitted only with the prior approval of the Association.

7.12.7.9 Extra trips that might be split, the driver shall be paid the minimum of two (2) hours for each trip. The Superintendent and Union Representative shall discuss each split trip individually.

7.12.7.10 The Transportation Coordinator shall be the last driver called for extra trips.

7.12.7.11 When an employee is absent from work for a period of (10) working days or more, upon their return they will be averaged into the hourly equalization roster

7.12.8 Driving Record:

The fee for obtaining a driver's license abstract shall be paid by the Board. The Board shall pay the cost of the driver's CDL License.

7.12.9 Safety Meeting:

Drivers required to attend the annual safety meeting shall receive their regular rate of pay for all hours of attendance. In the event a driver fails to attend the annual safety meeting, s/he shall attend an alternative or make-up meeting. The driver attending the alternate or make-up meeting shall present to the coordinator a written statement documenting meeting attendance.

7.12.10 TCTC and Parochial Drivers

The T.C.T.C. and parochial drivers will be used to replace absent afternoon drivers.

7.13 GENERAL PROVISIONS

7.13.1 **Contracting Work:** The Board agrees, for the duration of this Agreement, that it will not enter into agreements with private contractors to provide services when such services are normally performed by an employee as part of his/her duties.

7.13.2 **Federal/State Programs and Student Employees:** The Board shall not employ any student under any secondary school or college work- study program, or any state or federally funded work experience program, in any position that would replace any employee in the Bargaining Unit.

7.13.3 **Performance of Work:** All bargaining unit work shall be performed by bargaining unit employees if payment is made by the Board for such work. The Superintendent and Union Representative shall confer on any occasion the Board may wish to utilize volunteers for non-bargaining unit work.

7.14 ADMINISTERING MEDICATION TO STUDENTS

Any duties normally performed by the school nurse shall be done by the secretary only in the absence of the nurse, immediate supervisor, head teacher, or parent.

7.15 STUDENT SUPERVISION

7.15.1 Student supervision, during loading and unloading students at the various buildings, will be the responsibility of the building Principal and/or his designee. Bus drivers may be required to supervise students upon arrival at buildings prior to the start of the school day.

7.15.2 Student supervision at all after school functions is the responsibility of the building Principal and/or his designee, not the custodian.

7.16 DRUG FREE WORKPLACE

Effective August 24, 2011, a drug-free workplace program, including a drug screening program, shall be in effect for all bargaining unit members. This program, enacted for the safety of staff and students and also as an economic measure relative to Worker's compensation costs, is set forth below.

7.17 DRUG SCREENING PREVENTION PROGRAM

7.17.1 Legal Drugs

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance, or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

7.17.2 Illegal Drugs

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with illegal drugs traceable in their system.

7.17.3 Terms and Definitions

For purposes of this drug screening program, the following terms and definitions shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the Board,
2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code, Section 3719.01 (D), the possession or sale of which is prohibited by law.
3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use (drug abuse) of a legally prescribed drug.
4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
5. "Medical Provider" means the facility mutually approved by the Board and the Union, which may change from time to time, which collects, screens and/or stores urine samples.
6. "Medical Review Officer" (MRO) means the physician mutually approved by the Board and the Union, whose primary responsibility is to review and interpret positive test results obtained through this drug screening policy program.
7. "Employee related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on School District premises at the time of the accident.
8. "Reasonable suspicion" is when an employee displays noticeable signs of impairment.

9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the Board and Union as set forth in this program.
10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in this program.

7.17.4 Procedures

7.17.4.1 When Screening May Occur

Employees may be tested for employment related illegal drug usage, or for the abusive use of legal drugs to the extent that said drugs adversely affect the employee's safety or job performance, or the safety of others

1. Whenever an employee's behavior creates probable cause of suspected use. The following are lists of factors which may give rise to probable cause to suspect substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute probably cause to suspect drug abuse:
 - Direct observation of drug use
 - Possession of drugs or related paraphernalia
 - Employee admissions of drug use, abuse or possession
 - Symptoms of drug use/abuse including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control
 - Any tampering with the drug screening process
 - Any arrest for drug related criminal offense, or the filing of drug related criminal charges against the employee.
2. Any employee involved in an employment-related accident may be subject to screening. The Employer may test an employee involved in a motor vehicle accident resulting in personal injury or property damage. The Superintendent will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within 72 hours.
3. Whenever an employee returns to duty after participating in a substance abuse rehabilitation program regardless of the duration of absence, such an employee may be required by the

Employer or the Substance Abuse Professional to undergo a minimum of four (4) urine tests within the one (1) year period starting with the date of return to duty.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute probable cause to suspect drug abuse:

- Unusual attendance problems, including absenteeism, tardiness or unusual use of sick leave.
- Excessive or repetitive vehicular, equipment or other workplace accidents.
- When an employee who returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave, exhibits any unusual behavior.

7.17.4.2 Decision to Screen for Cause

A supervisor who has probable cause to suspect an employee of substance abuse will immediately relieve the employee from his/her duties and will immediately notify the Superintendent, or the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery. The supervisor shall, before the end of the workday, complete and sign an "observation checklist" setting forth the facts upon which such supervisor relied. The Superintendent, will determine whether probable cause exists to warrant screening, and the determination will be based only upon reliable information as set forth in this program.

- If the Superintendent determines that an employee must participate in the screening process, it will be by written order.
- The Superintendent or the employee's supervisor will then telephone the Medical Provider to notify it that an employee is being transported for testing.
- A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.
- The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Superintendent. If the test results are negative, the Superintendent or the employee's supervisor will inform the employee of the date the employee is to resume work.

7.17.4.3 Union Representation

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Union representative to accompany the employee and the supervisor to the testing site. The employee may release the Union representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screenings.

7.17.4.4 Random Drug Testing

The Board has contracted with a collection contractor to perform the periodic selection of employees from the employment pool of the District to be tested. This testing entity will ensure that all employees have an equal statistical likelihood of being selected for random testing. In order to implement mandatory random drug testing, the Board will provide employee identification to the testing entity for use in the random selection database. The entity will, in turn furnish the Board with a list of individuals to be tested for each selection period. Any employee refusing to participate in random testing will be subject to termination.

7.17.5 Screening Process

7.17.5.1 Sample Collection

- Specimen collection will occur in a medical setting or on-site and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.
- The employee designated to give a sample must be positively identified with a thumb print and signature prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's identification number, date, and time of the collection. After collection, the sample will be split into two containers, and will be sealed, the chain of evidence form will be completed, and the employee will be asked to confirm the information contained on the sample containers and the chain of custody form by signing the chain of custody form.

7.17.5.2 Testing Methodology

The Medical Provider selected by the Board and the Union to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

7.17.5.3 Initial Screening Step Confirmation Step

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer.

All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

7.17.5.4 Screening Standards

The Board and the Union, in consultation with the Medical Provider, have determined the type of screening to be used. The only substances to be tested for and the threshold substance levels that shall be considered a positive test result are as follows:

DRUG	INITIAL SCREENING LEVEL	CONFIRMATION LEVEL
AMPHETAMINES	1000 ng/ml	300 ng/ml
BARBITURATES	200 ng/ml	500 ng/ml
BENZODIAZEPINES	200 ng/ml	300 ng/ml
CANNABINOIDS	100 ng/ml	15 ng/ml
COCAINE METABOLITE	300 ng/ml	150 ng/ml

METHADONE	300 ng/ml	300 ng/ml
METHAQUALONE	300 ng/ml	300 ng/ml
OPIATES	300 ng/ml*	300 ng/ml
	*25 ng/ml if immunoassay specific for free morphine	
PHENCYCLIDINE (PCP)	25 ng/ml	25 ng/ml
PROPOXYPHENE	300 ng/ml	300 ng/ml
OXYCONTIN	100 ng/ml	100 ng/ml

Should NIDA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to confirm to NIDA standards. Employees will be notified, in writing, of such changes, within 60 days prior of its implementation. All test results shall be protected as confidential medical information as appropriate under the Americans With Disabilities Act (i.e., the test results shall be provided on a right to know basis - the employee, the Employer and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

7.17.5.5 Screen Results

1. Negative Results

If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Review Officer will immediately conduct a second screening using a different methodology on a different portion of the sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by an NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will

be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the same for at least one (1) year to allow for additional screenings and employee appeals.

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from the collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test results. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Superintendent. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

7.17.5.6 Positive Results

An employee whose confirmation alcohol or drug test is a “positive test” will be considered in violation of the Board’s rules and regulations. When a positive reading on the initial test is recorded, the confirmation test will be rerun.

A “positive test” for alcohol or an illegal drug means to have the presence of alcohol, an illegal drug and/or a drug metabolite in the employee’s system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified in than current Ohio Administrative Code, Ohio Revised Code, United States Code and/or United States Department of Transportation Regulations.

“Illegal drug (or drug)” means a controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term “illegal drugs” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

7.17.5.7 Employee Options after a Positive Test

Employees who “test positive” shall be subject to the following:

7.17.5.7.1 First Positive Test:

1. Voluntarily resign his/her employment with the Board; or
2. Be placed on sick leave, if available, or a voluntary leave of absence, without pay, during which the employee must immediately enter a Board-approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as a fully capable of performing the duties of the employee in a safe manner.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

3. In the event the employee refuses to exercise either of the options specified above in (i) or (ii), the employee shall be subject to immediate discharge.

7.17.5.7.2 Second Positive Test:

If, within twenty-four (24) months of the First Positive Test, an employee “tests positive” for either alcohol or drugs, the employee shall immediately be placed on a ten (10) work day disciplinary suspension, without pay, during which a conference will be held with the employee and he/she shall be given the option at the end of such disciplinary suspension to either immediately:

1. Voluntarily resign his/her employment with the Board; or
2. Be placed on sick leave, if available, or a voluntary medical leave of absence, without pay, during which the employee must immediately enter a Board approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as a fully capable of performing the duties of the employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the Board.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

3. In the event the employee refuses to exercise either of the options specified above in (i) or (ii), the employee shall be subject to immediate discharge.

7.17.5.7.3 Third Positive Test:

If, within twenty-four (24) months of the second positive test, an employee tests positive for either alcohol or drugs, the employee will be discharged.

7.17.6 Disciplinary Action and Appeal

1. Disciplinary action against an employee for substance abuse shall occur only after an administrative investigation in which the employee is informed of the evidence against him/her, and has had an opportunity to respond.
2. Employees who are found to be abusing drug(s) which have been legally prescribed are subject to all provisions of this article.
3. Employees may appeal any formal disciplinary action according to the current Contract between the Board and the Union at the time of the disciplinary action.
4. Refusal of Employee to Take Required Test or Attempts to Alter Results
Any employee who refuses to take any test required under this Program, or who refuses to execute any required releases or consent forms, or who interferes with or attempts to interfere with the accuracy of the testing procedure; will be subject to immediate dismissal.

7.17.7 Participation in a Treatment Program

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought before the drug abuse affects job performance or endangers fellow employees or members of the public. Voluntary requests for assistance after a disciplinary action has commenced will not terminate the disciplinary proceeding but may be considered in determining the penalty.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered secondary to the primary goal of ensuring safety. Any supervisory referral will be considered mandatory. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Superintendent when an employee successfully completes the Program, refuses to participate in the Program, or withdraws from the Program before successful completion.

Drug screening or testing shall be conducted upon the finding of probable cause. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. This procedure shall not preclude the Employer from other administrative action, but such actions shall not be solely based upon the test results.

7.17.8 Medical Provider

The Medical Provider for collection of samples referred to within this DSP is:

Accord Occupational Health Services
On Demand Drug Testing

The Medical Provider of laboratory services in connection with the urinalysis testing is:

Accord Occupational Health Services
On Demand Drug Testing

7.17.9 Notice of Education of Employees Regarding Testing

Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal or abusive drug use. All new employees will be provided with this information when initially hired.

There will be a 90-day information distribution period prior to the implementation of testing under this policy for employees.

ARTICLE VIII – GRIEVANCE PROCEDURE

8.1 Purpose

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing of their grievances. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8.1.1 Definitions:

8.1.1.1 A “grievance” is a disagreement involving a work situation in which a member or members of the classified staff believe that there has been a violation, misinterpretation, or misapplication of the written contract entered into between the Board and the Union.

8.1.1.2 A “grievant” shall be defined as a classified employee, group of classified employees, or the Union, alleging a grievance has occurred.

8.1.1.3 The number of working days indicated at each level shall be considered as maximum unless extended by mutual agreement.

8.1.2 **Direct Appeal to Level Two:**

To the event an issue does not pertain to the immediate supervisor, the grievant shall proceed to Level Two of the Grievance Procedure.

8.1.3 **Grievant's Representative:**

The grievant may be represented at all steps of the grievance procedure by an O.A.P.S.E. representative.

8.1.4 **Waiver of Procedure:**

If the formal grievance procedure is not initiated within fourteen (14) calendar days after the grievant knew, or reasonably should have known of the event or condition upon which the grievance is based, the grievance shall be considered waived. Any grievance not answered within the time limit at each step shall automatically proceed to the next level of the grievance procedure.

8.1.5 **Non-Discrimination:**

An employee shall have the right to process a grievance or an objection to a working condition and be assured freedom from restraint, interference, coercion, or discrimination.

8.2 **Procedures:**

8.2.1 **Step One – Informal:** Any employee who has a grievance shall first discuss it with his/her appropriate Supervisor/Administrator.

8.2.2 **Step Two – Formal:** If the informal discussion does not resolve the issue, the employee may file a written grievance with the Superintendent's office. If the grievance is not submitted to the Superintendent within fourteen (14) calendar days of the time the grievance occurred or the grievant knew or reasonably should have known of the event or condition upon which the grievance is based, the grievance shall be waived. A copy of the grievance shall be provided to the Union President. The grievance shall be responded to in writing within fourteen (14) calendar days of filing.

8.2.3 **Step Three:** If the grievance is not solved at Step Two, the employee or the Union may, within fourteen (14) calendar days of receipt of the Step Two response, file with the Superintendent's office an appeal of the Step Two response. Should the grievance be of a suspension or termination, the grievant may request a meeting with the Board of Education. The Board of Education shall hold the meeting within fourteen (14) calendar days or as soon thereafter as is reasonably possible. All other grievances appealed to Step Three shall be heard by the Superintendent within fourteen (14) calendar days from receipt of the appeal. The grievant shall be advised in writing of the time, place, and date of the meeting at least four (4) calendar days in advance of the meeting. The Board of Education or

the Superintendent shall give the employee or his/her Union Representative a written response within fourteen (14) calendar days of the grievance meeting.

8.2.4 **Step Four** If the grievance is not resolved at Step Three, the employee or the Union may submit the grievance to the Board of Education. Such written requests must be made within ten (10) calendar days following the receipt of the response at Step Three. The Board of Education will meet with the grievant, one union representative, and an OAPSE labor representative at its next regularly scheduled board meeting. The board will provide a written statement of position to the grievant within 10 days following the board meeting. OAPSE or the grievant may not present any issues that were not presented at Step Three.

8.2.5 **Step Five:** If the grievance is not resolved at Step Four, the employee or the Union may submit the grievance to arbitration. Such written requests must be made within thirty (30) calendar days following the receipt of the response at Step Three. If the parties cannot agree as to the arbitrator, s/he shall be selected from a list of names submitted by the American Arbitration Association. Either party shall be entitled to request a second list. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

8.3 **Limits and Powers of the Arbitrator:**

8.3.1 The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forms which otherwise could be available.

8.3.2 The arbitrator will have the authority to hold hearings and confer with any parties deemed advisable in seeking to effect resolution of the grievance.

8.3.3 The arbitrator shall be empowered only to base his decision upon the matters brought forth in the grievance hearings, and shall have no power to add to, subtract from, disregard, alter or modify the terms of this contract by implication or otherwise.

8.3.4 In these proceedings, the aggrieved has the right to be represented by a Union Representative and to subpoena witnesses.

8.3.5 The decision of the arbitrator shall be final and binding on both parties.

8.4 Other Procedural Matters:

8.4.1 The written grievance shall be on a standard form provided by the Board and contain a concise statement of facts on which the grievance is based and the relief sought.

8.4.2 Copies of the documents, communications, and records pertaining to a grievance which has been lodged shall be placed only in the confidential files of the Treasurer of the Board and the President of the Union and shall not become a part of the employee's personnel file other than action taken as a result of the decision and award of the arbitrator. The Treasurer will make this information available only to the Board.

8.4.3 No grievant may be represented by other than the Ohio Association of Public School Employees in any grievance initiated pursuant to this procedure.

8.4.4 A classified employee who, on behalf of the Union, is engaged in any grievance meeting with a representative of the Board during school days, shall be released from regular duties without loss of salary.

8.4.5 The parties who are directly involved in the investigation of a grievance shall cooperate with each other, and furnish such information as requested by the other party in order to facilitate the processing of the grievance.

8.4.6 Copies of all written decisions resulting from grievances shall be sent to all parties involved, the Union President, the O.A.P.S.E. Representative, the grievant, the Treasurer, the Superintendent, and the appropriate administrator.

ARTICLE IX – ASSOCIATION RIGHTS

9.1 Orientation

The President of Local #611, or their designee, will be granted 30 minutes with all new employees to discuss issues and answer questions concerning Union membership.

ARTICLE X – COMPENSATION AND RELATED BENEFITS

10.1 Hospitalization, Surgical, and Major Medical:

The Board shall provide hospitalization, major medical, dental, and vision insurance policies for each eligible bargaining unit member, his/her spouse, and eligible dependent children. The hospitalization and major medical insurance shall be provided through and in accord with the medical plan options provided by the Trumbull County Schools Insurance Consortium. The Board shall provide Preferred Provider Plans as follows:

10.1.1 Bargaining unit members employed on or before July 1, 2008, wanting health insurance coverage, including prescription drug coverage, will choose from the PPO plans 2 or 3 as offered by the Consortium. Such bargaining unit members choosing PPO-2 will contribute 10%, by payroll deduction, while bargaining unit members choosing PPO-3 will pay no premium costs. Any subsequent change from one of the PPO plans may be made only during the annual open enrollment period or in response to a major change recognized by the insurer as “catastrophic” such as due to the death of a spouse, divorce, marriage, etc. Eligible bargaining unit members may change between PPO-2 or PPO-3 only. Upon effecting this change, the employee shall pay the required percent of the monthly premium costs each month by payroll deduction. The amount of the monthly premium cost to the employee will be 10% of the premium PPO-2.

10.1.2 As negotiated, employees must switch from PPO1 to PPO2 on the open enrollment period in 2019. Changes will take effect January 2020. Employees currently on PPO1 will be awarded a one-time stipend of \$1,000, to be paid on the second pay of January 2020.

10.1.3 Consortium changes begin January 2020. Effective 1/1/2020, the Consortium approved monthly premium threshold for available single coverage, and thus the spousal exclusion increases to \$250. Effective 1/1/2020, the Consortium will move to a four tier premium structure: employee, employee/spouse, employee/children, and family.

10.1.4 Ninety percent (90%) Board paid, for employees working forty (40) hours or more per week.

10.1.5 Beginning July 1, 2014, Employees working less than 40 hours per week or less than 191 days per year but more than 20 hours per week and 96 days per year will be entitled to a prorated Board share based upon the hours/days worked as a ratio of 40 hours per week 191 days per year. For example, an employee working 25 hours per week 100 days per year would be entitled to 25/40 of the Board share of a full time employee benefits paid. If the entire premium to the consortium is \$1,382.05, and the Board pays 90% of the premium for a full time staff member or \$1,243.85 per

month, then the full time employee pays \$138.20. In this example, the part time employee would receive 25/40 of \$1,243.85 paid by the Board, or \$777.40 with an employee share of \$604.65.

10.1.6 If the Board receives a premium holiday from the Consortium, the amount of the employee contribution of the premium holiday will be passed on to the participating employees.

10.1.7 The level of healthcare benefits for the overall plan shall be maintained according to those shown in Exhibit A. If the benefit levels for any of the plans described herein become enriched during the life of the current Agreement, such enriched benefit levels shall apply to bargaining unit members enrolled in the particular plans.

10.1.8 Included with each PPO plan through the Consortium is an Internal Revenue Service Section 125 Plan which includes an employee funded flexible spending account (FSA) up to a maximum permitted by law and/or the insurance consortium. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed expenses as allowed under Section 125 of the Internal Revenue Regulations. The administration cost of the Section 125 Plan shall be paid by the Board.

10.1.9 Eligible bargaining unit members selecting PPO-2 or PPO-3 will also receive health reimbursement accounts (HRA) with the Consortium for utilization in accord with the IRS regulations. These HRA's will be funded by the Board to the maximum permitted by the individual PPO plan of the Consortium, chosen by the bargaining unit members as long as the member continues in the particular PPO.

10.1.10 Spousal coverage under any of the PPO alternatives will be provided only upon documentation that the spouse does not have another insurance coverage available to him/her through

10.1.11.1 The bargaining unit member and his/her spouse can forego the birthday rule and choose the family coverage in the Consortium member district that has the least expensive premium share cost.

10.1.12 If the Consortium adopts health risk assessment programs as provided by the insurance carrier, each bargaining unit member and covered dependents must participate by completing assessment questionnaires and/or participate in routine testing procedures. Although bargaining unit members will be encouraged based on their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage benefit, participation will not be mandatory.

10.1.13 The MEA, OAPSE, and the Board will each identify a representative, no later than October of each year to serve on a local insurance committee to provide research and input to the Trumbull County Schools Insurance Consortium.

10.1.14 The OAPSE President or his/her designee shall be given paid release time to attend all local insurance committee meetings and any Trumbull County Insurance Consortium meetings whenever plan development and/or bids are being discussed.

10.2 Dental

The Board shall provide dental insurance for each eligible bargaining unit member, his/her spouse, and eligible dependent children, as shown in Exhibit B with a carrier selected by the Board.

10.2.1 One hundred percent (100%) Board paid for employees working thirty-five (35) hours or more per week.

10.2.2 Twenty-five percent (25%) Board paid for employees working twenty (20) hours to thirty-five (35) hours per week.

10.3 Vision

The Board agrees to provide basic vision care insurance to each eligible bargaining unit member, his/her spouse, and eligible dependent children.

10.3.1 One hundred percent (100%) Board paid for employees working thirty-five (35) hours or more per week.

10.3.2 Fifty percent (50%) Board paid for employees working twenty (20) hours to thirty-five (35) hours per week.

10.4 Term Life Insurance

The Board shall provide term life insurance to all classified employees, at no cost to the employee, in the following manner:

10.4.1 Employees working fifteen (15) hours or more per week: \$50,000.00

10.4.2 Present employees as of July 1, 2006, working less than fifteen (15) hours per week:
35,000.00

10.4.3 Employees hired after July 1, 2006, working less than fifteen (15) hours per week will not receive life insurance benefits.

10.5 Rebate

Eligible bargaining unit members (35 hours or more per week) who choose to forego their right to coverage shall receive an “opt out” benefit in the amount of twelve (12%) percent of the annual premium cost for the most expensive Consortium PPO alternative for which he/she was eligible to be paid during the month of September if the coverage is not used during the entire preceding year. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Employees Insurance consortium as part of family coverage are not eligible for the “opt out.”

Bargaining unit members (35 hours or more per week) who choose to forego dental or vision coverage for a full year of the contract shall receive a rebate for the benefit in the amount of twelve (12%) percent of the Board’s annual premium cost of that insurance benefit waived.

Bargaining unit members must inform the District Treasurer by August 10th of each contract year as to the insurance option they are selecting for rebate, if any.

If a bargaining unit member is hired at any time after August 10th, s/he shall be afforded insurance rebates on a pro-rata basis.

Members shall have the right to enter any insurance options for which they are eligible during the year, but shall forfeit the right to rebate payment for that year.

10.6 Liability Insurance

The Board will provide a defense for any employee sued in a civil action for injuries allegedly arising out of the employee’s performance of his job duties. If a judgment is rendered against a school employee, the Board will pay such judgment, excluding any punitive damages, so long as the employee, at the time of the injury-causing activity, was acting within the scope of his employment responsibilities.

10.7 Physical Examination

The Board agrees that if an employee is required to have a physical examination, the Board will pay the full cost of such examination, providing the doctor is listed on the county-approved list and is approved by the Board. The Board will pay the full cost of a chest x- ray, if required.

10.8 Report Day

The Board agrees that anytime an employee reports to work on a scheduled workday, or requested, and work is not available, s/he shall be paid for no less than two (2) hours at his/her regular rate of pay except for calamity days.

10.9 Travel Allowance

Any employee required by his/her immediate supervisor to use his/her vehicle to conduct business shall be reimbursed actual mileage at the IRS rate. Said rate to be determined at the beginning of each school year.

10.10 Advancement

No employee may advance more than one step per year regardless of the number of years' experience prior to salary schedule changes.

10.11 Higher Classification Pay

Bargaining unit members required to perform the duties of a higher paid classification for more than five consecutive working days shall be paid at the rate of the higher paid classification, at the employee's own step, retroactive to the first day as long as such performance in a higher classification has been previously approved by the employee's Supervisor.

10.12 Longevity

Longevity pay shall be granted to employees for each year of service after the eleventh (11th) continuous year of service as follows:

1. Employees working thirty-five (35) hours or more per week:
\$250 per year
2. Employees working less than thirty-five (35) hours per week:
\$200 per year

10.13 Training/Schooling

The Board shall provide and pay the cost for any additional training or schooling that the Board may require or request of any present employee.

10.14 Worker's Compensation

10.14.1 All employees covered under this Agreement are protected under the Workers' Compensation Act of Ohio . . . in case of injury, or death, incurred in the course of, or arising out of, their employment.

10.14.2 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor, or other designated representative, and an application shall be filed with the Bureau of Workers' Compensation.

10.15 Pay Periods

10.15.1 The first payday of the school year shall be in accordance with the guidelines set forth by the office of the State Auditor.

10.15.2 Members of O.A.P.S.E. Local #611 shall receive their pay by direct deposit in twenty-four (24) equal installments electronically transferred on the 5th and 20th of each month into an account of the employee's choice and shall be available for use at the beginning of the banking business day (9:00 a.m.) on payday.

10.15.3 When payday falls on a bank holiday or weekend, the pay shall be deposited on the banking day prior to the holiday or weekend.

10.16 SERS Pickup:

The total annual salary of each member of the bargaining unit shall be payable by the Board in two parts, (1) cash salary and (2) deferred salary. An employee's deferred salary shall be equal to that percentage of the employee's total annual salary which is required from time to time by the School Employees Retirement System (SERS), pursuant to Chapter 3309 of the Ohio Revised Code, to be paid as an employee contribution by the employee and shall be paid by the Board to SERS on behalf of the employee as a "pickup" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to the employee's total annual salary less the

amount of the “pickup” and shall be payable, subject to applicable payroll deductions, to the employee.

10.16.1 The Board’s total combined expenditures for total annual salaries of all members of the bargaining unit (including “pickup” amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision of the Agreement not been in effect.

10.16.2 The Board shall compute and remit its employer contributions to SERS based upon an employee’s total annual salary, including the “pickup”. The Board shall report for federal and Ohio income tax purposes as an employee’s gross income said employee’s total annual salary less the amount of the “pickup”. The Board shall report for municipal income tax purposes as an employee’s gross income said employee’s total annual salary including the amount of the “pickup”. The Board shall compute income tax withholdings based upon gross income as reported to the respective taxing authorities.

10.17 Employee Tuition Waiver

The children (step-children or dependents through guardianship) of bargaining unit members who reside outside of the Mathews Local School District may attend the Mathews Local Schools at the request of the bargaining unit member through open enrollment. Admissions under this provision will be limited to the beginning of each school year and will be given priority admission status based upon availability.

10.18 Attendance Incentive

Bargaining unit employees using no sick, personal, unpaid, or deduct days during the first quarter, second quarter, third quarter or fourth quarter of the contract year shall receive for the quarter an attendance incentive according to the following schedule: (OAPSE days and union release days are not counted as days lost.)

Quarterly Attendance Incentive

a.	7 to 8 hour employees	\$100.00
b.	5 to 6.99 hour employees	75.00
c.	4.99 or less hour employees	50.00

Additionally, an employee who has used no sick, personal, unpaid, or deduct days for the entire contract year (July 1 to June 30) shall be paid an additional attendance incentive of

\$100.00. Employees will not be penalized in this incentive program for a one time absence of .5 or less during the year when accompanied by a medical excuse or court documentation or for three days bereavement absence for employee's spouse, parents, children or siblings when accompanied by documentation.

10.19 Base Salary Increase

2022-2023	\$.50 per hour
2023-2024	\$.50 per hour
2024-2025	\$.50 per hour

10.20 Salary Schedule

HEAD DAYTURN CUSTODIAN

STEP	FY23	FY24	FY25
0	\$ 17.47	\$ 17.97	\$ 18.47
1	\$ 17.69	\$ 18.19	\$ 18.69
2	\$ 17.98	\$ 18.48	\$ 18.98
3	\$ 18.22	\$ 18.72	\$ 19.22
4	\$ 18.88	\$ 19.38	\$ 19.88
5	\$ 19.26	\$ 19.76	\$ 20.26

FOOD SERVICE - HEAD COOK

STEP	FY23	FY24	FY25
0	\$ 15.44	\$ 15.94	\$ 16.44
1	\$ 15.56	\$ 16.06	\$ 16.56
2	\$ 15.66	\$ 16.16	\$ 16.66
3	\$ 15.82	\$ 16.32	\$ 16.82
4	\$ 16.25	\$ 16.75	\$ 17.25
5	\$ 16.60	\$ 17.10	\$ 17.60

SECRETARY

STEP	FY23	FY24	FY25
0	\$ 15.04	\$ 15.54	\$ 16.04
1	\$ 15.56	\$ 16.06	\$ 16.56
2	\$ 16.07	\$ 16.57	\$ 17.07
3	\$ 16.57	\$ 17.07	\$ 17.57
4	\$ 17.70	\$ 18.20	\$ 18.70
5	\$ 18.07	\$ 18.57	\$ 19.07

FULL TIME CUSTODIAN - expires 6/30/19

STEP	FY23	FY24	FY25
0	\$ 16.97	\$ 17.47	\$ 17.97
1	\$ 17.19	\$ 17.69	\$ 18.19
2	\$ 17.43	\$ 17.93	\$ 18.43
3	\$ 17.66	\$ 18.16	\$ 18.66
4	\$ 18.35	\$ 18.85	\$ 19.35
5	\$ 18.71	\$ 19.21	\$ 19.71

FOOD SERVICE - REGULAR CAFETERIA

STEP	FY23	FY24	FY25
0	\$ 14.71	\$ 15.21	\$ 15.71
1	\$ 14.77	\$ 15.27	\$ 15.77
2	\$ 14.90	\$ 15.40	\$ 15.90
3	\$ 15.04	\$ 15.54	\$ 16.04
4	\$ 15.47	\$ 15.97	\$ 16.47
5	\$ 15.84	\$ 16.34	\$ 16.84

ASSISTANT CUSTODIAN - expires 6/30/19

STEP	FY23	FY24	FY25
0	\$ 16.33	\$ 16.83	\$ 17.33
1	\$ 16.57	\$ 17.07	\$ 17.57
2	\$ 16.77	\$ 17.27	\$ 17.77
3	\$ 17.06	\$ 17.56	\$ 18.06
4	\$ 17.70	\$ 18.20	\$ 18.70
5	\$ 18.07	\$ 18.57	\$ 19.07

LIBRARY SECRETARY

STEP	FY23	FY24	FY25
0	\$ 12.68	\$ 13.18	\$ 13.68
1	\$ 13.00	\$ 13.50	\$ 14.00
2	\$ 13.34	\$ 13.84	\$ 14.34
3	\$ 13.71	\$ 14.21	\$ 14.71
4	\$ 14.06	\$ 14.56	\$ 15.06
5	\$ 14.40	\$ 14.90	\$ 15.40

UTILITY PERSON

STEP	FY23	FY24	FY25
0	\$ 16.33	\$ 16.83	\$ 17.33
1	\$ 16.57	\$ 17.07	\$ 17.57
2	\$ 16.77	\$ 17.27	\$ 17.77
3	\$ 17.06	\$ 17.56	\$ 18.06
4	\$ 17.70	\$ 18.20	\$ 18.70
5	\$ 18.07	\$ 18.57	\$ 19.07

PARAPROFESSIONAL

STEP	FY23	FY24	FY25
0	\$ 12.99	\$ 13.49	\$ 13.99
1	\$ 13.61	\$ 14.11	\$ 14.61
2	\$ 14.24	\$ 14.74	\$ 15.24
3	\$ 14.86	\$ 15.36	\$ 15.86
4	\$ 15.49	\$ 15.99	\$ 16.49
5	\$ 16.12	\$ 16.62	\$ 17.12

SWEeper/CLEANER

STEP	FY23	FY24	FY25
0	\$ 13.34	\$ 13.84	\$ 14.34
1	\$ 13.59	\$ 14.09	\$ 14.59
2	\$ 13.86	\$ 14.36	\$ 14.86
3	\$ 14.12	\$ 14.62	\$ 15.12
4	\$ 14.40	\$ 14.90	\$ 15.40
5	\$ 14.67	\$ 15.17	\$ 15.67

BUS DRIVER

STEP	FY23	FY24	FY25
0	\$ 17.65	\$ 18.15	\$ 18.65
1	\$ 17.95	\$ 18.45	\$ 18.95
2	\$ 18.20	\$ 18.70	\$ 19.20
3	\$ 18.45	\$ 18.95	\$ 19.45
4	\$ 19.11	\$ 19.61	\$ 20.11
5	\$ 19.45	\$ 19.95	\$ 20.45

MECHANIC

STEP	FY23	FY24	FY25
0	\$ 19.81	\$ 20.31	\$ 20.81
1	\$ 20.30	\$ 20.80	\$ 21.30
2	\$ 20.79	\$ 21.29	\$ 21.79
3	\$ 21.30	\$ 21.80	\$ 22.30
4	\$ 21.82	\$ 22.32	\$ 22.82
5	\$ 22.35	\$ 22.85	\$ 23.35

SUMMER WORKER FY23	\$ 13.34
SUMMER WORKER FY24	\$ 13.84
SUMMER WORKER FY25	\$ 14.34

Starting July 1, 2019, the Full Time Custodian and Assistant Custodian will be called Sweeper/Cleaners. Full Time Custodian and Assistant Custodian wage scales will be grandfathered for those Sweeper/Cleaners who were employed by the Board prior to July 1, 2019. After July 1, 2019, new employees hired into the Sweeper/Cleaner Classification will be paid according to the new Sweeper/Cleaner wage scale.

ARTICLE XI – WAIVER AND SCOPE

11.1 Waiver and Scope

This Agreement supersedes and cancels all previous contracts, whether verbal or written, or based on alleged past practices, and represents the full and complete commitments between parties. No change in the specific terms of this contract shall be made during the terms of the contract except by mutual agreement.




ARTICLE XII – DURATION OF CONTRACT



12.1 Duration of Contract

The parties have negotiated a Master Contract governing the terms and conditions of employment of Bargaining Unit members in accordance with ORC 4117 for a period of three (3) years from July 1, 2012 through June 30, 2025.

12.2 Authorized Representative Signatures

In witness whereof, the parties hereto, by their duly authorized representatives, have executed this contract effective the day and year first above written.

MATHEWS LOCAL BOARD OF EDUCATION
 Board President
 Superintendent
 Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #611
 OAPSE #611 President
 OAPSE #611 Vice-President
