

LOVELAND CITY SCHOOL DISTRICT

NEGOTIATED AGREEMENT FOR CLASSIFIED PERSONNEL

between

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #363

and

THE BOARD OF EDUCATION
of the
LOVELAND CITY SCHOOL DISTRICT

Effective
July 1, 2021
Through
June 30, 2023

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ARTICLE - 1. RECOGNITION, BARGAINING UNIT AND EXCLUSIONS

1.1 Recognition of Union and Management

The Board hereby recognizes the OAPSE Local #363 as the exclusive bargaining representative for all classified employees who are eligible to be members of the bargaining unit in the classifications delineated in Article I for the duration of this Contract

OAPSE Local #363 recognizes that the Board is charged with the establishment of policies for public education in the Loveland City School District and is the employer of personnel of the school system under State law. OAPSE Local #363 further recognizes that the Board has the sole responsibility for management and control of all personnel of the school system under State law. OAPSE Local #363 further recognizes that the Board has the sole responsibility for management and control of all public schools of whatever name or character in the district, as provided in Section 3313.47 of the Ohio Revised Code.

1.2. Bargaining Unit

The terms set forth in the following contract shall apply to the Board, administration, and all employees who work in the following classifications, who are employed a minimum of two (2) hours per day, five (5) days per week during the days school is in session:

1.2.1. Food Service

1.2.2. Secretarial

1.2.3. Custodial

1.2.4. Transportation

1.2.5. Maintenance

1.2.6. Aides

1.2.7. Vehicle Maintenance

1.2-8. All members of the bargaining unit as of the date of this contract.

1.3. Exclusions

For the purposes of this contract the following positions are excluded from the bargaining unit:

1.3.1. Business Manager

1.3.2. Administrative/Supervisory Personnel

1.3.3. Administrative Assistants to District-Wide Administrative/Supervisory Personnel

1.3.4. Treasurer's Office Staff

1.3,5. Substitute Employees

1.3.5. All Computer Positions

1.4. Non-discrimination

The Board and the Union agree that neither party to this Agreement shall discriminate because of race, creed, sex, age, handicap or national origin except as provided by law.

ARTICLE 2. DEFINITIONS

For the purposes of this agreement:

- 2.1. Loveland City School District shall be referred to as the "District."
- 2.2. Loveland Board of Education shall be referred to as the "Board."
- 2.3. Superintendent of Loveland Schools shall be referred to as the "Superintendent "
- 2.4. Members of the bargaining unit shall be referred to as "members" or "employees."
- 2.5. Ohio Association of Public School Employees Local #363 shall be referred to as "OAPSE" Local #363 or "Union."
- 2.6. "Contract year" shall be July 1st through June 30th.
- 2.7. "In writing" shall mean either via paper or email

ARTICLE 3. - OAPSE RIGHTS

- 3.1. Two (2) authorized delegates shall be permitted to attend the annual OAPSB Conference without loss of pay (3 days maximum). Notification of delegate status and intent to attend said meeting shall be presented to the Superintendent at least two (2) weeks prior to the meeting date. The number of authorized delegates shall increase to three (3) when OAPSE Local #363 membership exceeds 100. OA_PSE conference attendees shall be limited to one (1) per classification, with the exception of the transportation classification, which shall be limited to two (2).
- 3.2. The OAPSE Local #363 may use school facilities for appropriate activities of the bargaining unit with prior approval of the school principal and/or the Superintendent
- 3.3. Whenever bargaining unit members are mutually scheduled by the Union and Board to participate during regularly schedule working hours in conferences, meetings or negotiations, they shall suffer no loss of pay and the Board will cover the cost of Substitute services.
- 3.4. Any classified employee wishing to attend an OAPSE Local meeting during his\her regular working hours may do so providing the time that he/she spends in the meeting is made up during the same shift that the meeting takes place by making up the time before or after his/her regular shift.
- 3.5. OAPSE Local #363 officers and building representatives shall be permitted to discuss with new hires, membership and benefits. This meeting can take place on paid time, in private, and in the new employees first week of work or most reasonable opportunity.
- 3.6. The Board administrators and the Union shall conduct labor management meetings for the purpose of general discussions regarding mutual problems and concerns of each party, upon initiation of OAPSE #363.

ARTICLE 4. - MANAGEMENT RIGHTS

The Board maintains unilateral authority over all items not specifically addressed in this Contract for the life of this Contract.

ARTICLE 5 - AREAS FOR DISCUSSION AND AGREEMENT

- 5.1. Negotiation Responsibilities and Representatives
This recognition constitutes an agreement between the Board and OAPSE Local #363 to attempt to reach mutual understandings regarding terms and conditions of employment for members of the bargaining unit (hours of work, wages, working conditions). The Board and

OAPSE Local #363 recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Loveland City School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, nor delegate its legal responsibilities. Refusal to negotiate any item on the claim that such negotiation is in violation of a statute or State Department of Education rule or regulation, shall be accompanied by a copy of the pertinent statute, rule or regulation.

The Board, or designated representative(s) of the Board, will meet with representatives designated by OAPSE Local #363 for the purpose of discussion and reaching, mutually satisfactory agreements. Each team shall be limited to not more than seven (7) representatives.

The parties may call upon consultants to assist in preparing for negotiations, and to utilize them for consultation during negotiation sessions as they so choose. The expense of such consultants shall be borne by the party requesting them.

Both parties shall furnish each other, upon reasonable request, available information pertinent to the issue(s) under consideration.

5.2. Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) working days following such request. In the terminating year of an existing contract, such request shall be made between February 1 and March 15th. All issues proposed for discussion shall be reduced to writing and presented to the other party at the first meeting. Comprehensive detailed information shall be placed on the table for consideration no later than the second meeting of the parties. Mutual consent shall be necessary for the parties to discuss any additional proposals not presented at the first meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by the parties.

5.3. Negotiation Process

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of OAPSE Local #363 for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. All negotiation meetings are to be in executive-type sessions. Following the initial meetings as described in section 5.2, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an issue(s) is determined by both parties to be unresolvable. If agreement is not reached by June 30, the unresolved issues shall be submitted to mediation; however, this deadline may be extended by mutual consent. Meetings shall not exceed three (3) hours unless otherwise agreed and shall be held at a time when OAPSE Local #363 representatives do not have normal work duties. Both parties shall have the right to caucus at any time so as

not unduly to delay the discussion, such caucus shall be brief and is not to exceed fifteen (15) minutes unless otherwise agreed,

5.4. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and OAPSB Local #363, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties. Consultation

with the Executive Board by OAPSE representatives and with the Board of Education by its representatives shall not be considered disclosure.

5.5. Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to OAPSE Local #363 and thence to the Board. If the agreement is ratified by OAPSE Local #363, it shall then be submitted to the Board, which shall act upon it at the next regular Board meeting, or by a date mutually agreed upon. If either party fails to ratify, in total, as presented to it by its negotiating representatives, a meeting of representatives of both parties shall be called within ten (10) workdays of the announcement.

When an agreement is reached, OAPSE Local #363 agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.

5.6. Federal Mediation

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

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 position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

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.

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. The mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 6. - CLASSIFICATIONS

6.1. Food Service Classification

Includes all head cooks, lead cooks, cooks, food service workers and cashiers.

6.1.1. Term of Employment:

All employees in this classification are employed a minimum of two (2) hours per day, and a maximum of 8 hours per day for 195 days per year. In addition, employees shall be required to work two 4 hour days. These days are scheduled on the weekday before the district wide in-service day and on the day following the last day of classes. Work on the first day may include cleaning and opening the kitchens, and other appropriate duties relating to the job as assigned by the Food Service Supervisor. Work on the final day may include cleaning and closing the kitchens, inventory, and other appropriate duties relating to the job as assigned by the Food Service Supervisor.

6.1.2. Lead Cook

There shall be a lead cook in any school where a head cook is not on the premises. A full-time cook under the direction of a head cook shall be classified as a lead cook with a stipend pay. Lead cooks are responsible for ordering all supplies, daily records, inventory, and other duties to operate the kitchen.

6.1.3. Additional Stipend

During each contract year, all head cooks and lead cooks shall receive additional pay as per the following schedule:

6.1.3.1.	High School Campus Head Cook	\$4500.
6.1.3.2.	Lebanon Road Campus Head Cook	\$4500.
6.1.3.3	Primary School Head Cook	\$3000.
6.1.3.4.	Elementary School Head Cook	\$3000.
6.1.3.5	LECC Head Cook	\$3000.

All head cooks will be subject to an annual review to determine continuation of status as a head cook.

If any Head Cook is determined to not be meeting district standards/goals, they will be offered training to meet district standards/goals. Each person will be afforded the opportunity to meet district standards/goals with professional development.

All Head Cooks may be required to provide input to the administration for evaluation purposes.

Current Lead Cook at LECC shall be promoted to Head Cook at LECC for the 2018-2019 school year.

6.1.4. In Service Day

The scheduled in-service day in January shall be a workday for all food service employees. Work on this day may include cleaning and other appropriate duties relating to the job as assigned by the Food Service Supervisor. Food Service employees should do their online courses during in-service days.

6.1.5. Absence of Head Cook

If a cook has been elevated to the position of acting head cook due to the absence of the head cook, the cook shall receive the head cook stipend after he/she has served for three (3) consecutive work days as acting head cook, beginning with the fourth (4th) work day.

The per hour stipend for Head Cook shall be:

High School	$\$4,500/195 \text{ days}/7.5 \text{ hrs} = \$3.08/\text{hr}$
Lebanon Rd Campus	$\$4,500/195 \text{ days}/7.5 \text{ hrs} = \$3.08/\text{hr}$
Elementary School	$\$3,000/195 \text{ days}/7.0 \text{ hrs} = \$2.20/\text{hr}$
Primary School	$\$3,000/195 \text{ days}/7.0 \text{ hrs} = \$2.20/\text{hr}$
Early Childhood Center	$\$3,000/195 \text{ days}/6.5 \text{ hrs} = \$2.37/\text{hr}$

Upon the employee receiving the head cook stipend due to the absence of the head cook, that person shall receive the head cook stipend for all hours actually worked as a head cook for at least a 30 day calendar day period after first becoming eligible for the stipend.

The existing head cook will not lose their per diem rate while absent from their position unless that head cook is off on extended leave (after 30 calendar days).

6.1.6. Temporary Replacement of a Cook

Upon the absence of a cook, a food service worker in the same kitchen shall be assigned as the substitute for the duration of the absence and a substitute shall be assigned for the food service worker.

6.1.7. Overtime/Additional Time

For the purpose of overtime/additional time within the food service department, the administration will make every attempt to select in the following order:

6.1.7.1. Those employees actively performing the required task as their regularly assigned job duty who are employed in that building.

6.1.7.2. Those employees who do not perform the required task, yet have the skills as a result of prior work experience, and who are employed in that building.

6.1.7.3. If no employees within the building requiring the services are able or willing to work the overtime/additional time, the administration will offer the work to other qualified food service employees within the district.

6.2. Custodial Classification

Includes all head custodians, lead custodians and custodians employed the requisite number of hours

6.2.1. Term of Employment.

All employees in this classification are employed not more than eight (8) hours per day, 260 days per year.

6.2.2. Shift Differential

All custodians employed for second and third shifts shall be paid a shift differential as indicated on the salary schedule.

During summer break, second and third shift custodians shall maintain shift differential if required to work first shift.

6.2.3. Additional Stipend

During each contract year, all head custodians shall receive additional pay as per the following schedule:

6.2.3.1.	High School Campus Head Custodian.	\$5500.
6.2.3.2.	Lebanon Road Campus Head Custodian	\$3750.
6.2.3.3.	Loveland-Madeira Road Campus Head Custodian	\$3500.
6.2.3.4.	Loveland-Madeira Road Campus Lead Custodian	\$1750.
6.2.3.5.	LECC Head Custodian	\$2800.

All lead and head custodians will be subject to an annual review to determine continuation of status as a lead or head custodian.

If any Head Custodian or Lead Custodian is determined. to not be meeting district standards [goals, they will be offered training to meet district standards/goals. Each

person will be afforded the opportunity to meet district standards/goals-with professional development.

All Head Custodians may be required to provide input to the administration for evaluation purposes.

6.2.4. Head/Lead Custodian

The Loveland Madeira Campus shall have one (1) head custodian and one (1) lead custodian during the school day shift. The building assignment of the head and lead custodian shall be determined by the Buildings and Grounds Supervisor or Business Manager. The Lead custodian is responsible for acquiring supplies, inventory, and performing other duties to operate the building. This position will not be delegated to another custodian in the event of the absence of the acting lead custodian.

6.2.5. Absence of Head Custodian

If a custodian has been elevated to the position of acting head custodian, due to the absence of the head custodian, the custodian will receive the head custodian stipend after he/she has served for three (3) consecutive work days as acting head custodian, beginning with the fourth (4th) work day.

The per hour stipend for Head Custodian shall be:

High School	$\$5,500/260 \text{ days}/8 \text{ hrs} = \$2.65/\text{hr}$
Lebanon Rd Campus	$\$3,750/260 \text{ days}/8 \text{ hrs} = \$1.80/\text{hr}$
Loveland Madeira Rd Head Cust.	$\$3,500/260 \text{ days}/8 \text{ hrs} = \$1.68/\text{hr}$
Loveland Madeira Rd. Lead Cust.	$\$1,750/260 \text{ days}/8 \text{ hrs} = \$0.84/\text{hr}$
Early Childhood Center	$\$2,800/260 \text{ days}/8 \text{ hrs} = \$1.35/\text{hr}$

Upon the employee receiving the head custodian stipend due to the absence of the head custodian, that person shall receive the head custodian stipend for all hours actually worked as a head custodian for at least a 30 day calendar day period after first becoming eligible for the stipend.

The existing head/lead custodian will not lose their per diem rate while absent from their position, unless that head/lead custodian is off on extended leave (after 30 calendar days).

6.2.6 Summer Floor Crew

Custodians shall be provided appropriate footwear to protect their shoes if assigned to the floor crew for summer work.

6.3. Maintenance Classification

Includes all employees hired to perform building and grounds maintenance employed the requisite number of hours.

6.3.1. Term of Employment:

All employees in this classification are employed not more than eight (8) hours per day, 260 days per year.

6.4. Vehicle Maintenance Classification

Includes all mechanics in positions I, II, or III employed the requisite number of hours. All mechanics employed for second and third shifts shall be paid a shift differential as indicated on the salary schedule.

6.4.1. Term of Employment:

All employees in this classification are employed not more than eight (8) hours per day, 260 days per year.

6.5. Secretarial Classification

Includes all secretaries, attendance clerks, receptionists and copy machine operators employed the requisite number of hours and days. Starting time shall be no earlier than 7:00 a.m. each workday.

6.5.1. Term of Employment:

All employees in this position shall be employed not less than two (2) or more than eight (8) hours per day, as per the following schedule:

- 6.5.1.1 195 Day: From one day prior to the start of classes to one day following the end of classes.
- 6.5.1.2 215 Day: Eleven (11) days prior to the start of classes to eleven (11) days following the end of classes
- 6.5.1.3 235 Day: August 1 through June 30
- 6.5.1.4 260 Day: July 1 through June 30

6.5.2. Additional Hours

The district will provide the opportunity for members of the secretarial classification to work up to ten (10) additional hours per week at the high school and up to five (5) additional hours per week at the other buildings, for every week that school is in session a minimum of two (2) days. No individual secretary at the high school may use more than five (5) additional hours in any week, The time must be allocated in one-half or full hour increments. The building principal will determine which secretaries work the extra hours. If the principal does not request extra time from any secretary during a given week, the secretaries are still entitled to the extra time and may select the extra hours on a classification seniority basis in no greater than one-hour increments. The additional hours worked are to be reported on timecards. For the purpose of posting and vacancies, the current secretarial positions will remain seven (7) hours per day.

6.5.3. Lead Secretary:

A lead secretary will be selected by the building secretaries in the district. It is agreed that the posting process will not be required in the selection of the lead secretary, who will receive a stipend of \$500 per school year.

The Lead Secretary will be responsible for:

- 6.5.3.1 Coordinating the training/mentoring of newly hired building secretaries in conjunction with the building administration
- 6.5.3.2 Coordinating secretary in-service plans for district in-service days
- 6.5.3.3 Coordinating and chairing meetings of secretaries on early release days and other dates, as needed
- 6.5.3.4. Receiving input from administration and secretaries regarding meeting/in-service topics
- 6.5.3.5. Reporting secretarial meeting/in-service information to personnel director.

6.6. Transportation Classification

Includes all employees responsible for providing student transportation working the minimum hours defined below in 6.6.2, "Terms of Employment".

6.6.1. Definitions as used in this division:

6.6.1.1. Regular Route Driver:

A driver that has a regularly driven route that an employee received as a result of the bid process.

6.6.1.2. Special Needs Driver:

A regular route driver/floating driver that completed eligibility as described in Article 6.6.6.9.

6.6.1.3. Floating Driver Position:

A driver hired by the Board, with the same benefits as a Regular Route Driver, but who does not have a regular route and has 4.5 pre-determined hours and must complete required special needs and CPR training and CPR and drive routes of absent drivers as assigned by the Board.

6.6.1.4 Non-Route Full-Time Subs

A non-route full-time substitute driver is a driver hired by the Board with the same benefits as a Regular Route Driver, but who does not have a regular route and has 4.25 pre-determined hours, as assigned by the Transportation Manager. Non-route full-time substitutes are required to drive routes for absent drivers and may be required to drive field trips that take place between 2:15 p.m. and 3:45 p.m., with an option to drop off the field trip and have another driver from the emergency list conduct the pickup.

6.6.1.5 Route Time Driven per Day:
A daily average of hours for the combined route time bid by a driver. It is understood that the route time includes pre-trip inspection. Drivers who wish to challenge the time assigned to their routes must follow Article 6.6.8 "Challenge Procedure." Any exceptions, which would justify additional compensation, must follow Article 6.6.9 "Additional Compensation Procedure."

6.6.1.6. On Board Instructor:
Refer to the Ohio Revised Code for guidelines.

6.6.1.7. Special Needs Route:
A predetermined route on a designated vehicle predominately occupied by students who have special needs, to be picked up to and from school.

6.6.1.8. Regular Route:
A predetermined route designated for student pick up and drop off, to and from school.

6.6.2. Term of Employment:

Employees in this classification are employed a minimum of four and a quarter hour per day, at least two hours for any part of a day worked, 195 days a year as follows:

- 6.6.2.1. 179 days Loveland City Schools student attendance days
- 6.6.2.2. 1 day Required in-service day by State of Ohio
- 6.6.2.3. 1 day Required district in-service
- 6.6.2.4. 1 day Required day as directed by manager for practice run
- 6.6.2.5. 13 days Holidays listed in Article 11.2., which occur during the school year

Fifteen minutes will be paid for pre-trip inspection daily for each vehicle driven. The driver shall note on the timecard when a second pre-trip inspection has taken place on a given date.

6.6.2.6. Drivers shall receive three (3) hours of pay for submitting and updating route sheets throughout the contract year, which shall be paid with the last pay of the school year.

6.6.2.7 Non-Route Full-Time Subs to Regular Route:
As existing regular routes are vacated or new regular routes are established, and after the route bidding requirements of Article 6.6.6. have been followed, the most senior non-route full-time sub driver shall be required to take the resulting vacant route and, shall from that point forward, become a regular route driver. This process shall continue as existing regular routes are vacated or new regular routes are established with the most senior non-route full-time sub driver being required to take the next vacant regular route or new regular route.

Non-route full-time sub drivers shall not be eligible to take an extracurricular trip under Article 6.6.10 for a period of 60 calendar days beginning with their first date of service as a non-route full-time sub driver or until such time as a regular route has been obtained pursuant to the paragraph above. Non-route full-time sub drivers are required to notify the Transportation Manager when the 60 calendar day period has expired.

All "Route Sheets" shall reflect the requirements of ORC 3301-83-13 Paragraph D and be presented to the Transportation Supervisor within 3 weeks of the first day of scheduled classes.

6.6.3. Written Contract

Route drivers will receive a written contract, which includes, but is not limited to the following details:

- 6.6.3.1. Route time driven per day (includes mid-day routes),
- 6.6.3.2. Pre-trip inspection,
- 6.6.3.3 Total contract days,
- 6.6.3.4. Driver rate per hour,
- 6.6.3.5. Total contract to be paid,
- 6.6.3.6. Dated signature lines for driver and manager.

Note: Any permanent change in a driver's route time shall result in an adjustment to the Written Contract as noted above in 6.6.3, which may be made at any time during the school year.

6.6.4. Loveland Schools Not in Session

When Loveland Schools are not in session: Drivers will be paid a minimum of two hours for any part of a day worked when required by the transportation manager or her/his designee.

6.6.5. Clocking In and Out

When required by Management, drivers shall clock-in before pre-trip and clockout upon returning to the bus compound at the end of the route.

6.6.6. Route Bidding

- 6.6.6.1 Each driver will retain his/her route and route time lengths, including mid-day routes, each continued year employed in this classification. If an existing route has increased 15 minutes per day on 2 separate occasions during the contract year, then Article 6.6.6.5 must be followed immediately. If an existing route has changed 15 minutes per day on one occasion within the current contract year, then this will be extra time for the remainder of the current school year. If it is determined that it is permanent, then the route must be rebid prior to the next school year.. It is the intention of the District to track these changes as they occur. However, it is the responsibility of the driver(s) to confirm the changes with the Transportation Supervisor prior to the bid. Errors shall be dealt with in a follow up bid.

- 6.6.6.2. The supervisor will post the proposed routes for bid at least 3 days prior to the bid date. See Appendix D Letter of Agreement.
- 6.6.6.3. Regular route bidding will occur by classification seniority- When a bid meeting takes place and more routes become open because of route bidding all routes that have become open shall be bid on in the same bid meeting. Special Needs Routes will be bid in a separate meeting for qualified drivers.
- 6.6.6.4. If a driver is absent or unable to attend the bid meeting, it is his/her responsibility to advise in writing to a co-worker the desired route and the coworker may bid for them. The absent driver will be responsible to take the route chosen for them.
- 6.6.6.5. If an existing route has increased or decreased by 30 minutes or more during the contract year, it must go up for bid within 5 working days of such change.
 - 6.6.6.5.1. If a senior driver's route has been put up for bid, bumping may occur only to a driver with the least seniority of the same or closest number of hours.
 - 6.6.6.5.2. If an additional amount of time is required during a tier of a route, the supervisor shall, at his/her discretion, assign that additional time to the route most closely aligned (by time) to their existing route. That route shall then be placed for bid per Article 6.6.6.5. This excludes temporary additional time for students with special needs or accommodations.
- 6.6.6.6. If an existing route is vacated, or a new route is established prior to May 1, route bidding will be open for all qualified drivers in the transportation classification. Bidding will be conducted within the 5 working days and posted 3 days prior to bidding.
- 6.6.6.7. If a route is vacated after May 1, the administration may fill the vacancy with a substitute for the remainder of the year.
- 6.6.6.8. If a significant change has occurred and is not additional time, and the supervisor agrees, the route will be re-bid in accordance with Article 6.6.6.

If a driver requests, in writing, to give up their route, that driver shall continue on the existing route through the end of the school year and it will be put up for bid for the next school year. The supervisor has the authority to take emergency corrective action before the end of the school year if he/she deems it necessary This action may cause a written contract to change.

6.6.6.9. Special Needs Routes:

A list will be generated at the end of each year with employees interested in driving/subbing special needs routes. CPR training will be scheduled for interested persons.

This list will be based on qualified drivers and the following criteria:

- 6.6.6.9.1. Classification seniority.
- 6.6.6.9.2. Complete CPR and other required training before bidding/driving a special needs route.
- 6.6.6.9.3. Must be available for additional trainings/meetings throughout the school year.
- 6.6.6.9.4. Attendance
- 6.6.6.9.5. Evaluation

A driver who bids upon a special needs route may choose a regular education route midday. However, they must include the 15 minute pre-trip pay required for the midday bus in the 2 hour minimum. If route adjustment is needed for that special needs route that conflicts with the regular education midday, then the driver must give up the regular education midday.

6.6.7. Mid-Day Routes:

All regularly scheduled mid-day routes shall be at least two (2) hours minimum pay per day, and the driver will receive payment in twenty-four equal installments. Mid-day routes are bid separately from regular routes and special needs routes, but will follow seniority of qualified drivers.

6.6.7.1. The transportation manager shall maintain a substitute list through a sign-up sheet at the beginning of each school year. Drivers can be added to the substitute list throughout the school year.

6.6.7.2. A mid-day route with an absent driver will be filled by the substitute list in a rotating seniority order:

6.6.7.2.1. In an emergency the supervisor may assign a regular or floating driver out of rotation. If the substitute will be needed long-term it will be re-assigned from the substitute list on the fourth day.

6.6.7.3. A driver substituting on a mid-day route, shall continue to drive that route until the regular driver returns to work or the substitute is absent, at which time the route will be re-assigned starting where the substitute list left off.

6.6.8. Challenge Procedures:

If changes occur for a route which increases or decreases in excess of fifteen minutes per day, the manager or the driver may challenge the time of the route through the following procedure:

6.6.8.1. The driver or the manager advises the other that the manager or assistant manager must schedule a day or days to monitor their route.

- 6.6.8.2. The route is monitored and times for the route are recorded as a matter of record in consideration of resolving timing differences from the original bid.
- 6.6.8.3. The manager may either adjust the route to the new time or provide temporary additional compensation based on the circumstances, or seek to bid the route if the driver prefers taking an available route not held through the bidding procedure.
- 6.6.8.4. Should the driver disagree with the manager's remedy, the may request a review including their union steward and/or other union representation and the business manager or his designee. Back compensation will be reviewed.

6.6.9. Additional Compensation Procedure:

With the events that may justify an exception for additional compensation, the driver must see manager ASAP for approval.

- 6.6.9.1. The driver shall radio to base and alert Management of the event, which may delay their driving time.
- 6.6.9.2. Manager will document the event.
- 6.6.9.3. The following events may justify an exception for additional compensation:
 - 6.6.9.3.1. When a driver is required to drive more than one vehicle in one day (switching a vehicle during the route due to accident/breakdown).
 - 6.6.9.3.2. Vehicle breakdown (must file repair form immediately upon return).
 - 6.6.9.3.3. Accident (must follow district emergency procedures).
 - 6.6.9.3.4. Student illness or injury (must follow district emergency procedures).
 - 6.6.9.3.5. Exceptional events not described above which may delay driving time.

6.6.10. Extracurricular Driving:

All regular employees in this class shall have the opportunity to accept extracurricular driving assignments on a rotation basis, by classification seniority.

- 6.6.10.1. Drivers shall receive pay at the first step of the salary schedule per hour, unless the trip overlaps with their regular route. This first step rate shall increase the same as regular wages each year beginning on July 1. The driver shall receive their regular rate of pay for any overlapping hours. Overtime hours will be calculated per the Fair Labor Standards Act.
- 6.6.10.2. The minimum pay for an extracurricular trip shall be two hours.
- 6.6.10.3. The "extra trip" meeting will take place on Wednesdays at 9:30 a.m. when Loveland City schools are in session. It will otherwise be posted

when the meeting will take place. Extracurricular trips will be posted by 2:30 p.m. the day before the field trip bid. All drivers must have their pick list submitted by 9:15 a.m. the morning of the field trip bid. No less than 3 OAPSE member drivers will facilitate the field trip bid from the pick list. If 3 members are unable to attend, then the office staff will assist in the process. The bidding process will follow all of 6.6.10.4. OAPSE will choose the facilitators and they will receive extra time for 15 minutes for the actual bid.

- 6.6.10.4. Bidding on Extracurricular trips and other non-route trips received at transportation office before the weekly bid time, the following shall apply:
- 6.6.10.4.1. There will be one trip board to control bidding of field trips that will rotate by seniority.
 - 6.6.10.4.2. 2:15p.m. — 3:45p.m. trips when Loveland City Schools are in session may be assigned to non-contracted drivers by the transportation supervisor, or may otherwise be assigned to any regular route/floating driver that may be available.
 - 6.6.10.4.3. If all regular route/floating drivers decline a trip, it may be assigned to a non-contracted driver. In the event all regular route and non-contracted drivers declined a trip, it shall be assigned and required to be driven, on a reverse seniority basis by the manager. The manger may assign the trip out of rotation in the event of exceptional or emergency circumstances. "Regular route" drivers will then have the opportunity to "catch up."
 - 6.6.10.4.4. Regular route drivers cannot choose a trip that is scheduled during their route time. If there is a driver shortage, management can offer the trip to an individual who gets done before their regular route time ends and will be the closest driver to pick up by departure time.
 - 6.6.10.4.5. If a floating driver chooses a trip and then is assigned a route that conflicts with the trip, the manager may split the trip and the floating driver must pick up the trip after the route, or the trip will be reassigned through the emergency trip process.
 - 6.6.10.4.6 The procedures contained in 6.6.10 shall not apply to the drivers that drive for the "swim team" or "Cool School." Special assignment driving opportunities shall be assigned by the Transportation Manager through a sign-up sheet of interested drivers. The sign-up sheet shall be posted for three days prior to the first "swim team" or "Cool School" event of the

school year. In making his/her determination, the Transportation Manager shall consider:

- (1) attendance and tardiness over the previous and current school years;
- (2) the time cannot conflict with the time of the first pick up or the last drop off of the driver's regular route.
- (3) seniority

Drivers who are selected for the "swim team" or "Cool School" special assignment driving opportunities shall serve as the designated driver for the assigned activity for the remainder of each school year. The "swim team" or "Cool School" route shall be rebid annually at the beginning of the school year.

The sign-up sheet for the "swim team" and "Cool School" special assignment driving opportunities shall then be re-posted through a sign-up sheet of interested drivers each school year for another three-day period prior to the first "extra trip" meeting of each school year. The Transportation Manager shall make his/her determination after considering the items specified above.

In the event a driver who is assigned to the "swim team" or "Cool School" is absent without providing at least 8 hours' notice to the Transportation Manager, the activity shall be re-posted as soon as possible through a sign-up sheet of interested drivers for a three-day period. The Transportation Manager shall select a new driver from the list of interested drivers for the remainder of the school year after considering the items specified above.

The additional time for these special assignments shall be claimed as extra time and shall be paid to a driver at his or her regular rate of pay for the balance of the school year, as long as that driver remains on that assignment. Special assignments shall be exempt from the Route Bidding rules set forth in Article 6.6.6. and the challenge procedures set forth in Article 6.6.8.

- 6.6.11. Returning a trip for any reason will cause that driver to be skipped at the entire next trip meeting.

Tracking of return trips shall be a joint effort between Management and the Union.

- 6.6.12. If a driver is absent or unable to be at the tip meeting, it is his/her responsibility to advise in writing to a co-worker the desired trips, and the co-worker may bid for

them. The absent driver will be responsible to take the trip chosen for them or return it and be skipped at the next meeting.

- 6.6.13. If you are absent from transportation for any part of the day of your trip, your trip may be reassigned through the emergency list and you will be skipped at the next bid meeting.
- 6.6.14. If a trip is cancelled before the driver reports in for the trip, the driver gets a cancel on the trip board and will choose first at the next bid meeting. When drivers have canceled trips, the top seniority driver will choose first at the next bid meeting. If the trip has been canceled after the driver reports to said trip, he/she shall be required to choose between taking two hours pay for the trip or accepting a cancel upon his/her return to the bus lot.. If a tip's departure time is changed by 30 minutes or more, the driver will have the option to accept the change or forfeit the trip. If the change conflicts with the driver's regular route times, the driver must take the cancellation. If a TBA is chosen, the driver shall take the trip unless it conflicts with their route time. If the driver refuses the trip and it does not conflict with their route time, then the driver will receive a skip at the next bid meeting. When a trip with more than one bus is changed, the senior driver on that trip has first option to accept or deny the change. If a trip is postponed to the next day after arriving at the destination, and the change is within 24 hours to return to the destination, the driver will have the option to accept the postponed trip. If the driver declines, he/she must inform the transportation manager as soon as possible. Article 6.6.18 will apply.
- 6.6.15. There shall be no trading of trips. Drivers must take or pass a trip.
- 6.6.16. The trip board will change for a summer sign-up list after the Last day Loveland City Schools are in session. Anew board will begin at the top of the seniority list on the first day that Loveland begins school.
- 6.6.17. Drivers will be given forty-eight hours advance notice of overnight trips. Overnight trips shall be offered in rotation by seniority (on a separate list). The list will start over on the first day of each new school year, Expense money, with receipts, will be reimbursed within two (2) weeks of submission to the Treasurer's office. Paid hours would exclude the time between the last call on the driver and vehicle at the end of the day, to the first call on services the next day. The driver shall be lodged at the same establishment as the group of students he/she is transporting. The driver shall be housed in an individual room. If the overnight trip is canceled within 24 hours of the departure time, then the driver will receive two hours pay and a cancel on the overnight trip list.
- 6.6.18. Emergency extracurricular trips:

Emergency extracurricular trips have not been received, posted or returned to the transportation office within 24 hours of the trips scheduled departure time.

 - 6.6.18.1. There shall be a signup sheet at the beginning of the year for classified drivers interested in emergency extracurricular trips.
 - 6.6.18.2. Emergency extracurricular trips can be accepted by any driver on the list, by seniority, starting with the next driver from the last emergency trip. The Transportation manager or designee will contact the next three drivers starting after the last Emergency trip.

If it is not accepted by one of them, it will then be given to the next driver in rotation who answers their call. When Loveland schools are in session, this procedure may take place over the radio. The transportation manager will announce to all drivers a description of the trip. Whoever responds, and is highest in seniority following the board rotation may take it

6.6.18.3. If an emergency trip is cancelled before the driver reports, the driver gets a cancel on the emergency list and will be called first for the next emergency trip.

6.6.19 Drug Testing:

When drivers are required to submit to an off-site drug and/or alcohol test, he/she will be compensated a minimum of two (2) hours of pay at their regular rate of pay which includes reimbursement for travel time. The employee will be paid for work performed beyond 2 hours.

If the administration employs on-site drug and/or alcohol testing services, employees being tested will be required to use this service. Each tested employee will be paid only for the actual time required to perform the test.

6.6.20. Payment for Departmental Meetings

Bus drivers who are required to attend department meetings shall be given a 48 hour notice of such meetings and paid for such time.

6.6.21. Public School Works Payment to Drivers

6.6.21.1 The District currently requires members of the Bus Driver Classification to complete four hours of PSW coursework in the fall and $\frac{3}{4}$ hours of PSW coursework in the spring of each school year employed by the District.

- a. If the employee has completed all required fall PSW coursework on or before October 31st, which will be confirmed by documentation from PSW, that employee shall receive payment for four hours at their regular rate of pay on the November 20th pay. Any fall coursework completed after October 31st shall delay payment for all four hours until the June 5th pay.
- b. If the employee has completed all required spring PSW coursework on or before March 31st, which will be confirmed by documentation from PSW, that employee shall receive payment for $\frac{3}{4}$ hours at their regular rate of pay on the June 5th pay.

6.6.21.2 Employees new to the District in the Bus Driver Classification are required to complete all coursework as required by the District at the time of their hire which may include one-time "new employee" coursework. The amount of time the employee shall be paid for the coursework shall be calculated by adding the times assigned by PSW to each course.

- a. If the employee is hired on or before October 31st and completes all coursework on or before October 31st which will be confirmed by documentation from PSW, that employee shall receive payment for those hours at their regular rate of pay on the November 20th pay. Any coursework completed after October 31st shall delay payment for all four hours until the June 5th pay.
- b. If the employee is hired after October 31st he/she shall complete all required training, which will be confirmed by documentation from PSW, and shall receive payment for new hire, fall and spring coursework hours at their regular rate of pay on the June 5th pay.

6.6.21.3 Employees in the Bus Driver Classification who resign their employment from the District after having taken the fall coursework but prior to taking the spring coursework shall be paid for those four hours. All spring coursework shall have been completed to receive the ¾ hour payment. Payment shall be issued with the employees' final pay.

6.6.21.4 Employees who have paid time available but are not performing their bus driving duties due to school closures or cancelations due to weather, pandemic or act of God shall be required to utilize that time to accomplish the required PSW coursework if that closure or cancelation occurs during the appropriate timeframe for the coursework.

6.7. Aides Classification

This classification shall include all employees currently employed as Media Aides, Educational Aides, Student Activity Monitors, Kindergarten Aides and Health Aides.

The classification shall include the following tiers of educational aides and positions:

6.7.1. Tier I. Educational Aides

Media Aides

Kindergarten Aides

6.7.2. Tier II. Educational Aides: All other Educational Aides

Health Aides

6.7.3. Student Activity Monitors

Playground Monitors

Cafeteria Monitors

6.7.4. Health Aides

On the weekday before the district wide in-service day all health aides shall work one day to set up the clinics and stock supplies and other appropriate duties relating to the job as directed by the district nurses.

6.8. CPR Training

CPR training for employees for whom the administration deems it necessary will be provided at the board's expense.

6.9. Professional Development/Online Requirements

Employees shall not be expected to complete required professional development training outside their normal work schedules.

ARTICLE 7. - PAY PERIODS

7.1. Pay Periods

The Contract year shall be divided into twenty-four (24) equal pay periods. Paydays shall fall alternately on the fifth (5th) and twentieth (20th) of each month.

7.2. Direct Deposit

All employees of the district will participate in the direct deposit payment plan.

7.3. Debit Action Notification

In the event that the Treasurer initiates a debit action on any of the member accounts designated on the member's direct deposit form, the Treasurer shall provide notification to the affected member. Such notification shall be made within two (2) working days after the debit action and shall include an explanation and/or justification for the debit action taken.

7.4. Holidays

When the payday falls on the weekend or on a holiday, the employee shall be paid on the last weekday before the date due to be paid.

7.5. Extra Pays

All extra pays/stipends shall be spread out over the contract year and included in the regular payroll direct deposits.

ARTICLE 8. – WAGES

8.1. Wages for the 2021-2022 and 2022-2023 school years shall be paid in accordance with the salary schedules attached hereto.

8.1.2. Each July 1st all classified staff will progress on wage scale to next step.

8.1.3. Equity Adjustment Grandfathered Employees

Full time employees (32 or more hours/wk.) who had been grandfathered at 95%5% Board/Employee insurance premium ratio under previous contract received a 3% equity adjustment to wages on July 1, 2004.

8.1.4. Wage Equity Adjustment for 2021-2022, retroactive to July 1, 2021

For 2021/2022 school year, positions of Secretary (\$1.25), Custodian and Maintenance (\$1.00), Cooks (\$.50) and all other bargaining unit positions (\$.25) increases on the hour. There will be no base increase for 2022/2023 school year.

8.2. Wage Schedules

8.2.1. Detailed wage schedules for each position in each classification in the bargaining unit are set forth in Appendix B.

- 8.2.2. Detailed wage schedules for employees receiving equity adjustments denoted in 8.1.3 will be set forth in the wage scale.
- 8.2.3. The Superintendent shall have the right to place new hires with experience at up to the 8th step. The Superintendent's decision shall be final and shall not be subject to the Grievance procedures of this Agreement or other forms of challenge.

8.3. Overtime/Additional Time

8.3.1. Over 40 Hours Rate

The Board shall pay an employee for overtime at a wage rate of one and one-half (1 1/2) times the employee's wage rate for the hours worked in excess of forty (40) hours per week.

8.3.2. Method of Offering Overtime/Additional Time

Overtime/additional time shall be offered on a rotating classification seniority basis first within the building, then across the district, and finally to substitute employees within the classification. If the overtime/additional time is not accepted, it will be assigned on a reverse classification seniority basis within the building on a rotating basis. A schedule sign-up sheet will be maintained. Once the extra hours have been assigned and the schedule sign-up sheet has been initiated by the employee, he/she will be required to work

8.3.3. Saturday Overtime

Employees not regularly scheduled to work on Saturday who are called in or prescheduled to work shall be guaranteed a minimum of three (3) hours work and shall be compensated at the rate of time and one-half (1 1/2) their regular rate of pay for all such hours worked on Saturday, if the employee has accumulated 40 hours of work time within the prior calendar week (work time includes holidays, calamity days, and vacation days but excludes sick time and personal time.)

8.3.4. Sunday Overtime

Employees not regularly scheduled to work on Sunday who are called in or prescheduled to work shall be guaranteed a minimum of two (2) hours work and shall be compensated at the rate of double their regular rate of pay for all such hours worked on Sunday, if the employee has accumulated 40 hours of work time within the prior calendar week (work time includes holidays, calamity days and vacation days, but excludes sick time and personal time.)

8.3.5. Employee Requirement

Employees who accept work assignments on Saturday and Sunday are required to work the minimum number of guaranteed hours.

8.4. Released Time for Meals and Breaks

All employees working five (5) consecutive hours or more per day shall be entitled to one-half (1/2) hour unpaid time for a meal and may retire to another area in the assigned building for the meal period. All employees shall be entitled to break time as follows: employees employed more than four (4) consecutive hours but less than seven (7) consecutive hours per workday — one fifteen minute break, employees employed seven (7) consecutive hours or more per workday — two fifteen minute breaks. The supervisor may assign mealtime and

break time schedules for the employees in the department. Mealtime or break time should not be regularly scheduled by a supervisor or regularly taken by an employee at the start or end of the work day.

8.5. ERIP

The Board agrees that it will include the members of this bargaining unit in any future Early Retirement Incentive Plan offered by the Board to the Loveland Education Association.

8.6. SERS Pick-Up

The Board shall annuitize each employee's total contribution to SERS by deducting that amount before each employee is paid. This procedure shall be as follows:

The Board shall designate each employee's mandatory contribution to the State Employees Retirement System as "picked-up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage of the employee's mandatory SERS contribution. No employee's total salary shall be increased by such "pick-up" nor shall the Board's total contribution to the SERS be increased thereby. There shall be no increase cost to the Board except incidental administrative costs necessary to implement this program.

If there is an adverse determination by the courts this pick-up provision shall be null and void. The employees acknowledge that the Board is not liable as a result of the implementation of this program and that the employee shall assume any liability' as the result of an adverse ruling by the Internal Revenue Service.

ARTICLE 9. WORKERS COMPENSATION

All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury, death, or occupational diseases contracted in the course of or arising out of their employment, provided the same were not intentionally self-inflicted.

An injury incurred while performing assigned responsibilities must be reported in writing to the injured employee's supervisor or other designated representative the next workday or within 48 hours, and an application on such injury may be filed with the Bureau of Worker's Compensation. The initiation of such claim is the responsibility of the employee if compensation is to be sought.

An employee may or may not file a claim with Worker's Compensation. If the employee does file, the rules and regulations of the Bureau of Worker's Compensation shall determine the validity of a claim.

ARTICLE 10. - INSURANCE BENEFITS

10.1. Greater Cincinnati Insurance Consortium

The health, dental and life insurance plans provided members of the bargaining units shall be through the Greater Cincinnati Insurance Consortium.

10.2. Health Insurance Benefits

For bargaining unit members, the percent of employee contribution towards the health care plan cost shall be determined by the total number of hours worked per week, at any jobs in the school system, while under contract with the board. For any bargaining unit member employed in two or more classifications, the total number of hours worked will be counted for health care benefits.

Examples:

Individual works the following positions for the district:

Bus Driver	4.25 hours (am & pm)
Cafeteria; or	2 hours
Mid-day	2.0
TOTAL	8 hours/8.25 hours

Individual works the following for the district:

Custodial	3 hours
Cafeteria	2 hours
TOTAL	5 hours

10.2.1. All employees shall contribute toward either the single or family plan, according to the following schedule:

<u>Hours per Week</u>	<u>Amount of Contribution</u>	
	<u>By Employee</u>	<u>By Board</u>
Greater than 30 hours	15%	85%
Less than 30 hours to 25 hours	20%	80%
Less than 25 hours to 20 hours	37.5%	62.5%

10.2.2. Both Spouses Employed by District

When both spouses are employed by the school district, only one family plan will be offered for those insurance coverages, which do not provide co-insurance benefits. There will be a 5% premium reduction for the employee for such family medical plan.

10.2.3 Re-Opener:

If the LEA re-opens negotiations with the Board on health coverage and this results in a change in benefits for LEA members, OAPSE will have the right to reopen negotiations with the Board on health coverage.

10.2.4. Upon request, the OAPSE President and member of their choice shall meet with the Superintendent and Treasurer in the event the Board believes that it might be able to obtain coverage through another consortium that is less costly and substantially similar to the coverage provided through the Greater Cincinnati Insurance Consortium. No change to the insurance carrier, broker or consortium shall be made by the Board without the Union's consent. Both parties shall have the right to bring their representative and health insurance specialists to the meeting.

10.3. Dental Insurance Benefits

The Board shall provide the dental plan available through the Greater Cincinnati Health Consortium for all employees working twenty (20) hours or more per week, and pay 100% of the premium for it.

10.4. Life Insurance Benefits

The Board shall contribute 100% toward the cost of the term life insurance coverage as specified below:

Hours per Week	Policy Limits
00 – 09	\$0.00
10 – 14	\$10,000.00
15 – 19	\$15,000.00
20 – 24	\$20,000.00
25 or more	\$50,000.00

If allowed by the life insurance carrier, the Board shall permit members of the bargaining unit to purchase additional amounts of term life insurance coverage through payroll deduction.

10.5. Insurance Opt-Out

A bargaining unit member who works greater than or equal to 32 hours per week, who is eligible for and elects not to take the health plan, and is not insured by the Board from June 1 to May 31st of the following year, will receive a stipend of \$ 1000 provided that the member applies for such stipend by completing the Health Insurance Opt-Out Form and filing the same with the Treasurer’s office on or before June 1st. Upon the Treasurer’s office verification of timely receipt of the form and entitlement to the stipend, such stipend shall be paid with the June 20th payroll.

A bargaining unit member who works greater than or equal to 25 hours and less than 32 hours per week, who is eligible for and elects not to take the health plan, and is not insured by the Board from June 1 to May 31st of the following year, will receive a stipend of \$750 provided that the member applies for such stipend by completing the Health Insurance Opt-Out Form and filing the same with the Treasurer’s office on or before June 1st. Upon the Treasurer’s office verification of timely receipt of the form and entitlement to the stipend, such stipend shall be paid with the June 20th payroll. .

A bargaining unit member who works greater than or equal to 20 hours and less than 25 hours per week, who is eligible for and elects not to take the health plan, and is not insured by the Board from June 1 to May 31st of the following year, will receive a stipend of \$500 provided that the member applies for such stipend by completing the Health Insurance Opt-Out Form and filing the same with the Treasurer’s office on or before June 1st. Upon the Treasurer’s office verification of timely receipt of the form and entitlement to the stipend, such stipend shall be paid with the June 20th payroll.

This will be an annual payment as long as the employee is not on the Board's plan. The opt-out is only for employees eligible for health care, but opt not to enroll.

Hours worked for this article will be determined by the employee's weekly hours as of May 1

ARTICLE 11. - HOLIDAYS

The Loveland City Board of Education will provide paid holidays for classified personnel in relationship to their annual months of regular service as prescribed in their classification of employment, provided that the designated holidays fall within their work schedule.

11.1. Annual Work Schedule

- 9 month employee – 195 days – 13 holidays (holidays 1-13)
- 10 month employee – 215 days - 13 holidays (holidays 1-13)
- 11 month employee – 235 days- 13 holidays (holidays 1-13)

12 month employee – 260 days – 14 holidays (holidays 1-14)

11.2. Paid Holidays

- 11.2.1 New Year's Day
- 11.2.2 Martin Luther King Day
- 11.2.3 President's Day
- 11.2.4 Good Friday
- 11.2.5 Memorial day
- 11.2.6 Labor Day
- 11.2.7 Veterans Day
- 11.2.8 Day before Thanksgiving
- 11.2.9 Thanksgiving
- 11.2.10 Day after Thanksgiving
- 11.2.11 Christmas Eve
- 11.2.12 Christmas Day
- 11.2.13 New Year's Eve Day
- 11.2.14 Independence Day

ARTICLE 12. - LEAVE

12.1. Vacation Leave

Each member who is employed 11 or 12 months accrues vacation. The Board's fiscal year is July 1st through June 30th. Vacation leave shall be accrued at the rate of .8333% days per month for each full month worked by new employees during the time prior to the first July 1st of their employment. That accrued time may only be taken during the following contract year. In the event of an employee's death, any accumulated vacation days will be paid to the employee's beneficiary according to ORC 3319.084. Vacation leave must be taken in a minimum of 1/4 day increments.

12.1.1 Paid Vacation Leave

Vacation leave shall be based on years of service (July 1st — June 30th) as follows:

One through Five years	10 work days
Six through Ten years	15 work days
Eleven through Fourteen years	20 work days
Fifteen and Over	25 work days

In the above vacation leave calculation, any employee who had been employed as a less than 11 -month employee in the district and then accepted an 11- or 12month position in the district and thus qualifies for vacation leave, shall be credited with a pro-rated amount of service time for such time spent as a less than 11 -month employee in the district.

12.1.2. Advance Notification

Any employee who wishes to take vacation leave for more than one (1) consecutive work day must first provide at least five (5) work days advance notification to such employee's immediate supervisor.

12.1.3. Unpaid Leave

Unpaid leave during an employee's contract year is discouraged. Unpaid leave may be approved by the Superintendent or designee upon reasonable advance written request- Unpaid leave can be approved for any OAPSE employee regardless of classification.

12.2. Sick Leave

Sick leave will be granted to all employees for days absent due to illness, injury, exposure to contagious diseases which could be communicated to other employees, and other situations pertaining to the physical health and well-being of the employee. Sick leave will be granted for illness or death in the employee's immediate family. For the purposes of this article, immediate family shall include parents, grandparents, spouse, children, grandchildren, siblings, in-laws, life partner or any relative living in the same household with the employee.

12.2.1 Sick Leave Accrual

Each full-time and part-time employee of the district shall be entitled to sick leave accrual at the rate of one and one-fourth (1 1/4) days per month. Unused sick leave shall be cumulative up to two hundred and sixty (260) days.

12.2.2 Expectations

Members of the bargaining unit employed five (5) hours per day or less will be expected to schedule appointments with physicians and other health care professionals at times other than during regular working hours.

12.2.3. Superintendent Rights

12.2.3.1. The Superintendent reserves the right to request an employee to furnish a physician's statement confirming the reason for absence when claiming sick leave in the event there is some question as to whether or not sick leave benefits are justified.

12.2.3.2. The superintendent/designee may grant the use of sick leave for other reasons such as attending funerals of relatives or close friends.

12.3. Personal Leave

12.3.1 Personal Leave Accrual

Bargaining unit members shall be entitled to a maximum of three (3) paid personal leave days per contract year, which may be used for any reason except for the reasons set forth in Article 12.3.2. However, no more than 10% of bargaining unit members in any one building or in the Transportation department may be on personal leave on the same day. This may be waived by the employee's supervisor in the event of an emergency situation. In any department with less than 10 employees, no more than one bargaining unit member in that department may be on personal leave on the same day unless waived by the employee's supervisor in the event of emergency situations.

12.3.2. Personal Leave Exclusions

Personal leave may not be used to extend a vacation or holiday, for other employment, or on a scheduled in-service day under normal circumstances or to accompany a friend or spouse on a trip.

12.3.3. Advance Notification

Request for personal leave days, except in the case of an emergency, must be made through the District software program to the school principal (or designee) at least five (5) work days preceding the day being requested. Notice of approval or non-approval shall be made in writing as soon as possible. If the personal leave is denied the bargaining unit member will be notified by phone immediately, or as soon as possible, if not available immediately. If the bargaining unit member has not received notification from the school principal (or designee) within two (2) work days of their request, the request for personal leave shall be deemed approved.

12.3.4. Conversion of Personal Days

All unused personal leave will convert to accumulated sick leave at the end of the school year.

12.3.5. December/Last 30 Days of School Year

Personal leave may be taken in December or during the last 30 days of the school year with prior approval of the Superintendent/Designee.

12.3.6. Misuse of Personal Leave

Misuse of Personal Leave is grounds for termination.

12.4. Jury Duty or Subpoena

An employee who is required to be absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as a witness shall give proper notice to the appropriate supervisor and provide the district with the official documentation from the courts.

The employee shall be excused with pay for the period during which the employee is absent on scheduled days because of such jury service or court attendance. When an employee is excused from court duty for part of a day or for an entire day, the employee shall report to the appropriate supervisor in person or by telephone, for such assignment as is reasonable under the circumstances.

12.5. Unpaid Leave of Absence

12.5.1. Granting of Leave

Upon receipt of a written request signed by the employee stating the circumstances, as well as the proposed length of the leave, the Board may grant an unpaid leave of absence for a period not to exceed two (2) years when the leave is for professional, educational or other purposes.

12.5.2. Employment While on Leave

Under no circumstances shall the leave be anted in order for the employee to be gainfully employed elsewhere.

12.5.3 Seniority Status

Upon return to service, the employee will resume the seniority status held prior to the first day of leave on the same job.

12.5.4 Benefit Accrual

Benefits shall not accrue to an employee during an unpaid leave. However, benefits may be maintained at the employee's expense as provided in Article 10.2.

12.6. Payment for Sick Days, Personal Days, Professional Days & Holidays

Each employee shall be paid his/her daily wages when an authorized sick day, personal day, professional day, or holiday needs to be used pursuant to the ORC. or policies of the Loveland City Board of Education.

12.7. Family and Medical Leave Act (F.M.L.A.)

The Board of Education will provide family medical leave in accordance with federal law. In order for an employee to be eligible they must be employed by the board for one calendar year and have worked at least 1250 hours over the previous 12 months. (Reference Board Policy 3430.01)

12.8. Assault Leave

12.8.1 Eligibility

A member of the bargaining unit who is absent from work due to a physical disability caused by a physical assault on him/her which occurred while the bargaining unit member was performing his/her duties and which was not the result of improper conduct by the employee requesting leave shall be eligible for assault leave. Full pay status (days not charged as sick leave) pursuant to assault leave shall be granted for a period of up to thirty (30) days.

12.8.2. Reporting

The member of the bargaining unit will provide the following on the appropriate form, within two days of the occurrence when possible:

12.8.2.1. Nature of injury.

12.8.2.2. Date and time of occurrence.

12.8.2.3. Identification of the individuals causing the assault if known.

12.8.2.4. Facts and circumstances from a licensed physician describing the nature of the injury sustained causing absence. If the employee is eligible for assault leave, but not worker's compensation, the

Board will pay the cost of the physician's initial examination over and above that covered by the individual's insurance-

12.8.2.5. A statement indicating a willingness to pursue legal action against the assaulter(s).

12.8.2.6 The employee must file a criminal complaint and/or police report.

12.8.3. Administrative Responsibility

Upon completion of the appropriate form in Article 12.8.2, the administration shall immediately advise the member of the bargaining unit of his/her rights and shall the member of the bargaining unit of its readiness to assist as follows:

- 12.8.3.1. The administration shall immediately obtain all relevant information in writing from the students, staff members, and/or other witnesses and police;
- 12.8.3.2. Act in appropriate ways as liaison between the staff member, police, and the courts;
- 12.8.3.3. Jury Duty and Court Services section of this contract shall be utilized for any legal and court appearances.

12.8.4. Return to Work

Following such leave, the employee shall be returned to duty provided he/she has not become eligible for disability retirement. A person on disability retirement shall be returned in accordance to ORC 3309.41. Return from Assault Leave shall be based upon the opinion of the employee's licensed physician.

12.8.5. Falsification of Statement

Falsification of the signed statement to determine eligibility for assault leave benefits is grounds for suspension or termination of employment.

ARTICLE 13. - SEVERANCE PAY

The Board will pay for accumulated sick leave, up to a maximum of 250 days, upon retirement of the employee in accordance with the following procedure:

13.1. Maximum pay for unused, accrued sick leave.

The Board will pay employees 35 days plus 25% of unused sick leave days above 35 at the time of retirement.

13.2. Daily Rate Calculation

The daily rate for hourly employees shall be calculated on the number of hours worked while on the last regular assignment not to exceed 40 hours for one week.

13.3. Payment for Sick Leave

Payment for sick leave on this basis will eliminate sick leave credit accrued by the employee at that time. Such payment may be made only once to any given employee at the time of retirement as defined and regulated by the State Employee's Retirement System of the State of Ohio or in the event of death, an employee's eligibility for severance pay will be determined as of the final day of his/her employment.

13.4. Retirement Contribution

No retirement contribution shall be deducted from severance pay.

13.5. Accumulated Leave Plan

The Board will implement an Accumulated Leave Plan as allowed by law. The age of the defined group will be 55 years of age.

ARTICLE 14. - CALAMITY DAYS

14.1. Calamity Day Definition

As set forth in Section 3319.081 (G) O.R.C. members of the bargaining unit shall be paid for days when schools are closed due to epidemic or other public calamity.

14.2. Governor of State Declaration

Members shall also be paid for situations involving emergencies declared by the Governor of the State and in extraordinarily grave events marked by great loss, lasting distress and affliction.

14.3. Board Rights

The Board reserves the right to require any and all members of the bargaining unit to report for work on calamity days.

14.4. Payment for Calamity Days and Delays

The District attempts to declare school delays and/or closures prior to the arrival of employees. Due to the timing of weather events, this is not always possible.

If a two-hour delay takes place followed by regular class time, the following will occur:

1. Those employees who have started their regular work day which occurred prior to the delay being called shall remain at their work place, performing their task, for the balance of that day and shall receive regular hours of pay.
2. Those employees who have not yet started their work day which started after the delay has been called shall report to their work place no later than two hours after their regular work day start time and shall receive their regular hours of pay.
3. Those employees who have started their regular work day two hours late per the delay, and are required to work extra hours to accomplish their required task (i.e. transportation employees) shall be paid for the extra hours required at their regular rate of pay to complete the task.

If a two-hour delay takes place followed by a cancellation, the following will occur:

1. If those employees in the classifications noted below begin their normal shift prior to the delay followed by a closure occurring, those employees shall be paid one time their regular rate of pay for the period between the start of their shift and when the delay followed by a closure occurs plus the regular number of hours at straight time. These are the classifications that are typically affected:
 - a. Custodial classifications
 - b. Secretarial classifications
 - c. Aide classifications
2. Food Service employees who have arrived at their regular start time and have started the preparation of food prior to the delay followed by a closure, shall be provided adequate time to return that kitchen to a state of readiness for the beginning of the next day. Those Food Service employees shall be paid one time their regular rate of pay for that period between the start of their shift and when they finished the clean-up of the kitchen plus their regular number of hours at straight time.

3. Bus Drivers are expected to arrive 15 minutes prior to the start of their route to prepare themselves and their vehicle for the start of the route. The driver shall be paid:
 - a. The 15 minutes prior to the route, in addition to the time between the regular route start time and the time the cancellations has been called at one time their regular rate of pay. Article 6.6.4. shall not apply for delay or calamity.
 - b. The driver shall receive their regular number of hours at straight time.
4. Those employees arriving for the purpose of preparing the buildings, grounds or vehicles for the day ahead shall receive one time their regular pay while they are on the clock plus their regular number of hours they would have worked on that day. This will typically include the following:
 - a. Head Custodial
 - b. Bus mechanic (bus drivers if specifically requested by the Transportation Manager)
 - c. Maintenance
5. If an employee is called in to assist with the preparation of buildings, grounds or vehicles, that employee shall receive a minimum of two hours pay at one time their regular pay.

ARTICLE 15. - PHYSICAL EXAMENATIONS

The Board, at this time, does not require physical examinations as a condition of employment with the exception of bus drivers. Should the Board require a physical examination as a condition of employment, the cost of these physical examinations shall be provided by the Board. Such covered cost will not exceed the Board approved rate.

ARTICLE 16. - ADMISSION OF NON-RESIDENT STUDENTS

This article provides an option only to all full-time (32 hours or greater/per week) Bargaining Unit Members, who prior to July 1, 2004 had at least one child enrolled through the February 6, 2002 memorandum of understanding between OAPSE Local #363 and the Loveland Board of Education. For those grandfathered, all of their existing children with birthdates prior to July 1, 2004 will be eligible to apply for enrollment in Loveland Schools according to the following criteria:

16.1. Bargaining Unit Member Children

Nonresident students, who are children of current fulltime Bargaining Unit Members, may attend Loveland City Schools on a non-tuition basis.

16.2. Application for Entry

A Bargaining Unit Member who is the parent or legal guardian wishing to enroll a nonresident child to the Loveland School. System will make application to the Superintendent for admission on the APPLICATION FOR ADMSSION AS A NON-TUITION STUDENT Form. The Superintendent will then:

- 16.2.1. Review the application and if it appears to meet all admission requirements, he/she will; review the most recent report card and legal evidence of birth for complete compliance with the following requirements:

The student shall submit evidence of good attendance and positive school citizenship and social behavior. A nonresident student who is under expulsion or suspension from another school district will not be permitted to enroll in the Loveland Schools.

16.2.2. Based upon the above criteria, the Superintendent will accept or reject the proposed admission and will notify the parent/guardian by completing the appropriate section of the application form and returning one copy.

16.2.3. Except for graduating seniors, a non-tuition student, upon successful completion of an academic year, must reapply by April 15 for the succeeding academic year. The Superintendent will review such application against the above criteria and will accept or reject the proposed admission and will notify the parent/guardian in writing by July 15.

16.3. Guidelines for non-tuition students:

16.3.1. Transportation of the student is the responsibility of the parent/guardian.

16.3.2. All requirements, rules and regulations which apply to resident students shall apply to non-resident students.

16.3.3. If a student is admitted to the Loveland City Schools under this provision, it shall be on the condition that he/she does not request and utilize the post-secondary option. However, if the parent of a student admitted pursuant to this provision

wishes to pay any and all costs related to his/her child attending another school pursuant to the post-secondary option, then he/she will be permitted to so do as long as there is no cost to the Board.

ARTICLE 17. - VACANCIES

17.1. Vacancies

When position vacancies occur in classifications covered by this agreement the following procedures will be employed to fill the vacancy. The Board agrees to fill such vacancy within fifty (50) days of the vacancy occurring, provided there are qualified candidates who have applied for the posting.

17.2. Notice of Vacancy

Notice of all position vacancies shall be posted on bulletin boards in prominent locations at each district job site.

17.2.1. The notice shall remain posted for a period of seven (7) calendar days, during which time members of the bargaining unit may file for the vacancy.

17.2.2. Any member of the bargaining unit who will be on a leave during the period of the posting may request in writing or email that a copy of the notice be mailed to a designated address.

17.2.3. Notices of vacancy resulting from Board action to create a new position, accept a resignation, or accept official notice of retirement shall be posted within five (5) working days of Board action.

17.2.4. If the Board declares a vacant or soon to be vacant position abolished the position shall not be posted.

17.2.5. The Board may increase the length of a classified employee's (excluding bus drivers) work day by one (1) hour or less and the current employee shall have first opportunity for the position. If the employee declines the change in hours, the position will be posted.

17.2.6 At the request of the employee, the district may offer and pay for training to bargaining unit members to enhance skills to qualify for job openings in the district.

17.3. Contents in Notice of Vacancy

The notice of vacancy posting shall include the following information:

Job title

Brief description of the position and duties

Minimum qualifications required for the position

Number of hours per day and proposed shift

Days per week and months per year

Salary minimum

Deadline for filing job application

Reference to any gender requirements.

17.4. Application Procedure

Any member of the bargaining unit may apply to fill a vacancy. Application shall be submitted via Applitrack or current software program.

17.4.1. Consideration

Employees within the classification, who desire to apply, shall be given first consideration, provided the employee meets minimum requirements as listed in the job description. Employees in the same position may request consideration for the vacancy as provided in Article 21 — Transfers. Members not working in the classification in which the vacancy occurs must meet minimum requirements as listed in the job description and demonstrate relative ability in order to be considered. All such employees who apply will be interviewed for the position.

17.4.2. Criteria

The administration will select the applicant based on the following criteria:

17.4.2.1 Classification Seniority

17.4.2.2 Work Record/Evaluation

17.4.2.3 Interview/Training/Work Experience

Each such criteria will account for one-third (1/3) of the decision-making process.

17.4.3. Wage Consideration

When an employee who is chosen to fill a position that has a different wage schedule from his/her former position the following shall apply:

17.4.3.1. In the event said employee is moving to a higher paying job classification, they shall be placed in the new position at a pay rate

close to, but not less than, their current rate. If an employee elects to move to a lower paying classification, they shall do so with the knowledge that their rate of pay will be determined by their years of seniority, (total years of district employment), on the salary scale of the new position.

17.4.4. Only if members are not qualified through the above process may the board fill the vacancy with a new hire.

17.5. Probation Period

Newly hired members of the bargaining unit shall be subject to a one (1) year probation period from the date of hire during which they may be released, with cause, without recourse.

17.5.1. Probationary employees shall receive the rate of pay commensurate with their position during the probationary period.

17.5.2. Probationary employees shall accumulate sick leave during the period of probation.

17.5.3. Probationary employees shall be evaluated by their supervisor at the end of the probationary period.

17.5.4. In the event of a transfer or promotion to another position (excluding bus routes), the employer and employee reserve the right, within a fifteen (15) workday

probationary period, to initiate the return of the employee to his/her former position. In the event the employee remains in the new position after the fifteenth (15) workday, the Board shall issue payment to the employee for the fifteen (15) workdays, which shall equal the difference between the rate paid during the probationary period and the wage rate of the new position. This payment shall be issued with the next available payroll. An employee shall only be able to return back to his/her former position once per contract year (July 1st — June 30th). The employee shall retain all previously accumulated seniority, provided the position vacated by the employee is still being utilized* The Board shall have the right to fill the vacated position with substitute personnel during this probationary period.

ARTICLE 18. - SENIORITY

For the purposes of this contract two types of seniority accrue to members of the bargaining unit, classification seniority and district seniority.

18.1. Classification Seniority

Classification seniority shall be defined as the length of continuous service by an employee in a particular classification from the effective date of employment for the classification in the minutes of the Board.

18.2. District Seniority

District seniority shall be defined as the length of continuous service in the employ of the Board regardless of classification from the effective date of continuous employment in the minutes of the Board.

18.3. Interruption of Continuous Service

183.1. Authorized paid leaves shall not constitute an interruption of continuous service.

18.3.2. Employees who leave one classification for another cause an interruption in classification seniority in the classification vacated.

18.4. Identical Seniority

Upon being notified by the Board of identical seniority between or among members with identical classification hire dates and district hire dates, seniority shall be determined by date of application. If the date of application is identical, the OAPSE president and vice president shall determine seniority by a lottery. OAPSE will provide the Board with these results.

18.5. Seniority List

In October of each year the OAPSE President shall be provided with a list delineating classification and district seniority of the bargaining unit members.

ARTICLE 19. - SUBCONTRACTING

The Board agrees that employees in the bargaining unit may not be replaced by an outside contractor for work that our employees are qualified to perform. Any reduction of the work force shall be in compliance with Article 22 of this contract.

ARTICLE 20. - EMPLOYEE EVALUATIONS

Bargaining unit members shall be evaluated at least once every two (2) years. The evaluation shall include a self-evaluation to be completed prior to the evaluation meeting. Bargaining unit members or the administration may request an annual evaluation. The evaluation shall be based on work performance, attendance, attitude, ability to function harmoniously within the work unit and other work related factors.

20.1. Employee Rights

Each member shall be given the opportunity to review the evaluation and the supervisor shall discuss the evaluation with the employee.

20.2. Signature of Evaluation

Both the supervisor and the employee shall sign the evaluation form. The signatures shall constitute recognition that the review occurred, not approval or disapproval of the findings.

20.3. Employee Right to Evaluation

The employee may be provided a copy of the evaluation upon request and may attach written comments, which shall be dated and entered as an attachment to the evaluation record.

20.4. Personnel File

A copy of the signed evaluation shall be placed in the employee's personnel file maintained in the Board office.

20.5. Evaluation Rebuttal

The employee shall have the right to rebut any evaluation in writing and such rebuttal will become a permanent document to be attached to the written evaluation and maintained in the employee's personnel file. The written rebuttal must be received by the Board Office within twenty (20) work days of the employee's receipt of the written evaluation from his/her supervisor/evaluator.

ARTICLE 21. - TRANSFERS

21.1. Employee Initiated Transfer

If there is an opening, an employee wishing a transfer shall send a written request to the office of the Administration of Classified Personnel indicating their desire and reason(s) for the requested transfer. The employee shall list the building, classification, shift desired and the approximate date for the transfer in his/her request.

21.2. Administration Initiated Transfers

For transfers initiated by the Administration, a meeting will be held between the affected employee and the department supervisor prior to any such transfer.

21.3. Temporary Transfers

Temporary transfers of classified employees to a similar position shall not exceed thirty (30) working days with notifications to the employee as far in advance as possible.

21.4. Permanent Transfers

The Board may permanently transfer an employee from this original position to a similar position. The Board shall the employee in writing of the anticipated transfer.

ARTICLE 22. REDUCTION IN FORCE

22.1. Procedure for Reduction in Force

When a layoff becomes necessary in a classification due to building closure, abolition of c classifications, lack of funds or lack of work the following procedures shall be employed.

22.1.1 Limiting the Effect

The administration shall attempt to limit the employees affected by reduction in force by not replacing employees who resign, retire or otherwise vacate a position.

22.1.2. Seniority

When layoffs occur, employees shall be laid off by seniority within the classification with the least senior employee laid off first.

22.1.3. Board Responsibility

The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off.

22.1.4. Notice of Layoff

Seven (7) days prior to the effective date of layoffs, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:

22.1.4.1. Reasons for the layoff or reduction.

22.1.4.2. The effective date of the layoff.

22.1.4.3. A copy of the layoff and recall provisions of this contract.

22.1.5. Bumping Rights

Employees shall have bumping rights and may bump through their specific classification by seniority. Employees who are laid off, or their job gets abolished from their job classification shall have the right to exercise their classification seniority to displace the least senior employee with comparable hours in any job classification which they previously held in the school district provided the employee desiring to exercise such classification seniority has:

- 22.1.5.1. More classification seniority than the employee in such other job classification;
- 22.1.5.2. The present ability to perform the essential functions of the classification without additional training or retraining;
- 22.1.5.3. Any certificates or licenses to perform such work;
- 22.1.5.4. Perform work in and held job classification seniority in the job classification; and
- 22.1.5.5. Satisfactory evaluation.

22.2. Reinstatement List and Procedures

22.2.1. List Information

For the classification in which layoffs occur, the Board shall prepare a reinstatement list and the name of all employees who have been suspended shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.

22.2.2. Vacancies Occurring During Layoff

After the provisions of Article 17 are met, vacancies, which occur in the classification of layoff, shall be offered to and accepted within seven (7) days of receipt of notice by the employee standing highest on the layoff list.

22.2.3. Recall of Employees

Any employee who declines reinstatement or fails to respond within seven (7) days of receipt of notice of recall shall be removed from the reinstatement list.

22.2.4. Notice of Recall

The notice of recall shall be made by certified mail to the last address on file with the superintendent. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement seven (7) days after postal delivery by certified mail was attempted

22.2.5. Recall List Time Period

The employee's name shall remain on the recall list for a period of one (1) year from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

22.2.6. Service Credit during Lay Off

An employee who has been laid off and is on the recall list shall not earn service credit for placement on the pay schedule for the period of time that he/she is laid off.

ARTICLE 23. - PROGRESSIVE DISCIPLINE

23.1. Board Rights

The Board may take progressive disciplinary action against any employee for violations of, or failure to comply with, any provisions of this contract or any rules and regulations adopted by the Board, or other good and just cause.

23.2. Procedure

Normally, an employee subject to disciplinary action will be given a formal verbal warning as a first step. Usually the disciplinary procedure will proceed under normal circumstances as follows:

23.2.1. Formal Verbal Warning

23.2.2. Written Reprimand

23.2.3. One to Three (1-3) Day Suspension Without Pay

23.2.4. Three to Five (3-5) Day Suspension Without Pay

23.2.5. Termination

However, if in the opinion of the Superintendent/designee, such behavior of the employee warrants suspension or termination, such suspension or termination will proceed.

A record of a formal verbal warning will be maintained in the employee's personnel file and a copy given to the employee.

23.3. OAPSE Representation

An employee will be permitted to have the OAPSE Field Representative or designated member of the bargaining unit at any disciplinary or fact-finding hearing from which discipline may result. Written notice of the purpose of any such disciplinary or fact-finding hearing will be hand-delivered to the employee forty-eight (48) hours in advance of the hearing or mailed to the employee's home address not less than three (3) work days prior to the hearing. The employee will be informed of his/her right to OAPSB representation in such notice.

23.4. Prior Acts

No prior act will be considered in an employee disciplinary proceeding unless the employee was warned, reprimanded or otherwise disciplined for such prior act

23.5. Personnel File

Any record of a disciplinary nature, placed in an employee's personnel file, shall be dated and signed by the supervisor or administrator completing the record with a copy provided to the employee so affected.

ARTICLE 24. - GRIEVANCE PROCEDURE

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 on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

24.1. Definitions

24.1.1. A grievance shall be defined as a complaint alleging violation, misinterpretation or misapplication of the bargaining agreement.

24.1.2. A grievant shall be defined as an employee or group of employees in the bargaining unit with a complaint alleging a violation, misinterpretation or misapplication of the bargaining agreement

24.1.3. A day shall be defined as a day for which an employee is compensated.

24.2. Procedure

The parties to this agreement and Article may mutually agree to an extension for the time periods specified. They further agree that if the administration misses a step the procedure advances to the next step. If the grievant misses a step the complaint is waived.

24.2.1. STEP ONE

Within ten (10) working days from the date of the event giving rise to a grievance, the grievant shall request, in writing, an informal meeting with his/her immediate supervisor for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within ten (10) working days after he/she knew of the act or condition on which the grievance is based, the grievance shall be considered waived. The grievant may be accompanied by another classified employee of the school district.

24.2.2. STEP TWO

If the grievance is not resolved at Step One, the grievant shall, within ten (10) working days appeal the grievance to the Business Manager/designee with a written explanation of the grievance, stating the specific section of the contract that has been violated, and the relief sought. The Business Manager shall hold a hearing with the grievant and a representative of the Union within ten (10) working days of receipt of the appeal. The Business Manager shall communicate his decision in writing to the grievant and OAPSE president within ten (10) working days of the adjournment of the hearing.

24.2.3. STEP THREE

If the grievant is not satisfied with the written disposition of the Business Manager/designee, he/she shall, within five (5) working days of receipt of the disposition, send a written request for a hearing before the district Superintendent or his designee. In addition to the request, the grievant shall include a written explanation of the grievance stating the specific section of the Contract that has been violated, and the relief sought. Both the grievant and the superintendent or his designee, will render a decision on the grievance within five (5) working days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the President of OAPSE Local #363, and the immediate supervisor.

24.2.4. STEP FOUR

Within ten (10) working days after receipt of the Step Three response, the parties may mutually agree to submit the matter to mediation.

24.2.5 STEP FIVE

Within ten (10) working days of:

- a. receipt of the Step Three response.
- b. the first date that the Superintendent or designee fails to provide a timely response; or
- c. the date upon which mediation pursuant to Step Four is not agreed upon or successful, the grievant may submit the grievance to binding arbitration under the Voluntary Arbitration Rules of the American Arbitration Association. The arbitrator shall be appointed from a list of seven (7), which shall be determined in accordance with AAA rules. If an arbitrator is selected who is unable to be available for a hearing within twenty (20) days of the selection, the next arbitrator in rotation shall be appointed.

24.2.6. Arbitration Costs

The cost for the services of the AAA arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne by the party whose position is not supported by the arbitrator.

ARTICLE 25 - PERSONNEL FILE

A personnel file of all members of the Bargaining Unit will be maintained in the district's central administrative office. This will be a confidential file, as permitted under Ohio law. Anecdotal personnel files may be maintained at the building/supervisor level.

This file system shall be in full compliance with Section 1347 of the Ohio Revised Code.

25.1. Access to the File:

- 25.1.1 Bargaining Unit Members shall have access to their individual personnel files in the presence of a designated administrator. Such access may occur at any time during the normal workday, providing it does not interfere with the employee's assigned duties or after the normal workday. A request for access to an employee's personnel file shall be granted within one (1) working day.
- 25.1.2. Members of the Administration authorized to use personnel files of members of the Bargaining Unit shall be limited to the Superintendent, other central office administrative personnel appropriately related to the supervision of that Bargaining Unit Member, School Board Members, building Principal(s) and Administrative Assistants.

25.2. Personnel File Contents:

- 25.2.1. Materials in the personnel file of a Bargaining Unit Member shall be job related, and dated upon placement in the file.
- 25.2.2. No material shall be placed in a personnel file which comes from an anonymous source.
- 25.2.3. A Bargaining Unit Member may attach a written statement of reply to any item which is placed in his/her personnel file.
- 25.2.4. Bargaining Unit Members may request a copy of any or all materials in his/her personnel file. Cost associated with the duplication of such material shall be borne by the requesting employee at the current copy rate,

25.2.5. Any Bargaining Unit Member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request an investigation by the administration as to the validity of the employee's claim. Any information which is found to be inaccurate or irrelevant shall be removed from the employee's file.

25.3. Entry of Materials by Employee

The member of the Bargaining Unit may submit letters of merit from supervisors and parents which shall be placed in his/her personnel file.

25.4. Removal of Material in File:

25.4.1. Information in the personnel file may be removed upon mutual agreement of the classified staff member and the administrator making the entry or the Superintendent.

25.4.2. An employee shall have the right to have removed, letters of reprimand and/or disciplinary and like materials resulting in verbal warning or written reprimand from the personnel file, if a three (3) year period has elapsed from the time the item was placed in the file and info additional letter(s) of reprimand and/or disciplinary materials have been placed in this file. However, any documentation of any suspension for any reason, or verbal and/or written reprimands concerning sexual harassment or similar conduct and/or inappropriate relationships or

communications with students shall remain as a permanent document in the employee's file and shall not be removed upon request.

25.5. Unauthorized Access:

The contents of the personnel file of a Bargaining Unit Member shall not be disclosed to any person not authorized by the provisions of this Contract, court of law, Ohio State Law or in writing by the Bargaining Unit Member, A Bargaining Unit Member may only authorize access to his/her personnel file by submitting a written release to the Superintendent. The written release shall be maintained in the personnel file.

ARTICLE 26. - PAYROLL PRACTICES

26.1. Fair Share Fee

Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, whichever is less. The Fair Share Fee shall equal the dues paid by members of the Union who are in the bargaining unit covered by this Agreement. However, any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay the fair share fee. In lieu of said fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee shall be paid to a non-religious charitable fund exempt from taxation under Sections 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by the employee and an Officer of OAPSE Local #363. The employee shall furnish to the Local Officer written receipts evidencing said payment or furnish said receipts as proof of payment.

Note: The Parties understand that charging a fair share fee is contrary to law in accordance with the Supreme Court of the United States' *Janus* decision. If, in the future, a fair share fee becomes legally permissible, a fair share fee shall regain full force and effect.

26.2. Dues Checkoff

The Loveland City Board of Education agrees to deduct from the wages of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and Local #363 upon the presentation of a written authorization executed by an employee in accordance with the provisions of this Article.

Any employee requesting that dues be deducted from his/her pay should submit such an authorization to the Treasurer of the Board. Dues deductions shall be on paper working month basis, with employees new to the system having their dues prorated for the number of months remaining in the current school year. Once deducted the appropriate portions shall be forwarded to the State and Local Unions.

Dues deduction authorization shall be continuous once requested, unless membership/authorization is withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE membership/dues authorization application signed by the employee.

26.3. Indemnity

The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by an employee in accordance with this Article of the Contract.

ARTICLE 27. - AFSCME PEOPLE

The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 28. - NO STRIKE CLAUSE

For the duration of this Contract, neither the OAPSE Local #363, its agents or the employees represented by the Local shall engage in, assist in, sanction or approve any strike, slow down, or withholding of services designed to interfere with the normal operation of the school district. A violation of this clause will represent a breach of this Contract and render all agreements herein null and void. Neither shall the Board lock out employees covered by the Agreement in any manner that would result in a loss of pay.

ARTICLE 29. - SAVINGS CLAUSE

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the Board which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

ARTICLE 30. - COMPLETE AGREEMENT

During the term of this Agreement the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by state or federal statute or law now existing or hereafter adopted or decided.

This agreement expresses the entire and complete agreement between the Board and the Union and it constitutes the complete and exclusive agreement governing the relationship of the parties and supersedes all prior understandings, agreements, and practices between the Board and the Union covered by this agreement, whether written or oral, express or implied, and may not be modified except in writing, signed by the parties hereto and during the full term of this Agreement neither the Board nor the Union may require the other party to negotiate on any subject covered or not covered by this Agreement except with respect to a uniform change in wages and fringe benefits.

Except as expressly modified by the provisions of this Agreement, all rights, powers, duties and responsibilities which the Board had prior to this Agreement including those vested under all federal or state statutes and the common law, are recognized and remain vested exclusively with the Board which retains the final responsibility and obligation to manage and establish the policies for the operation and management of all of the public schools of whatever name or character in the District

ARTICLE 31. - AGREEMENT

31.1. Parties to the Agreement

This Agreement made and entered into, by and between the Loveland City Board of Education (hereinafter referred to as the "Board") and Local #363 of the Ohio Association of Public School Employees (hereinafter referred to as "OAPSE Local #363").

31.2. Term of Agreement

The term of this Agreement shall be July 1, 2021 through June 30, 2023.

Grandfathered Employee List:

Pam Lytle (Chun)	John Osborne	Tina Carroll
Cathe Hosea	Darlene Carney	Darlene Martin
	Vickie Knabe	Laurie Ross

ARTICLE 32. - DESIGNATED REPRESENTATIVES SIGNATURES

We, as the designated representatives of the Board and OAPSE Local #363, do hereby set our signatures verifying the acceptance of the parties to the items so delineated above.

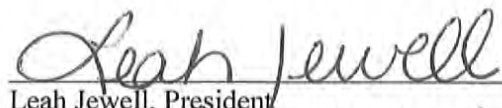
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by the signatures below

LOVELAND CITY SCHOOL DISTRICT

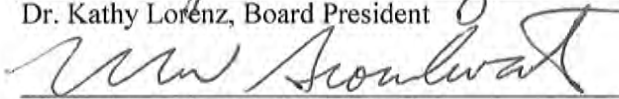
OAPSE LOCAL #363



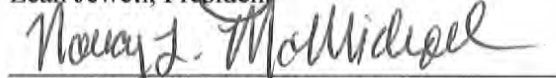
Dr. Kathy Lorenz, Board President




Leah Jewell, President



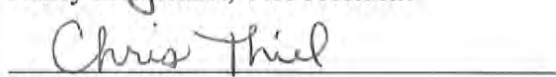
Michael Broadwater, Superintendent



Nancy McMichael, Vice President



Robert Giuffre', Interim Treasurer



Chris Thiel, Secretary

APPENDIX A

MEMORANDUMS OF UNDERSTANDING

Memorandum Number 1

This memorandum of understanding is entered into by and between Loveland City School District Board of Education ("Board") and OAPSE Local #363 ("OAPSE"). To promote open communications and a good relationship between the Board and OAPSE, the two parties agree that in the event that summer clerical work is needed in the future, the position will be posted, and qualified district employees will be given an opportunity for the assignment. Compensation for the position will be established by the Board with OAPSE consultation prior to the final rate being established. The Board will make every attempt to hire a bargaining unit member.

Memorandum Number 2

This Memorandum of Understanding is entered into by and between the Loveland Board of Education and OAPSE Local #363. During the summer, dates to be established by the Superintendent prior to May 30 of each year, 12 month secretaries may be permitted to work 8 ³/₄ hour days, 4 days per week, rather than 7 hour days, 5 days per week. Days off must be staggered such that each building and office is staffed and open during regular summer hours each workday. The arrangement must be documented and approved by the Building Principal and Superintendent/Designee.

Memorandum Number 3

This memorandum of understanding is entered into by and between the Loveland city School District Board of Education ("Board") and OAPSE Local #363 ("OAPSE"). It is agreed between the two parties that any member of the secretarial classification may agree, if requested by the building principal, to work during parent/teacher conferences, open houses or parent information nights, in lieu of working on Columbus Day during that contract year. The total hours worked at parent/teacher conference, open houses, parent information nights and/o Columbus Day for an individual employee shall be seven (7), which is the equivalent of one full work-day. It is agreed that the principal may offer this option to any or as many secretaries as needed in his/her building without respect to seniority or any other criteria, other than membership in the secretarial classification. If there are no secretaries in the building agreeing to make this change in their work calendar, or if the principal needs additional personnel to work during parent/teacher conferences, open houses or parent information nights, the principal may then make the same offer to building employees who are members of the aide classification, without respect to seniority or any other criteria.

EXHIBIT B
HEALTH INSURANCE OPT-OUT APPLICATION

MUST BE FILED WITH TREASURER'S OFFICE ON OR BEFORE
JUNE 1st OF EACH YEAR

PLEASE REVIEW THE RELEVANT PROVISION OF THE COLLECTIVE BARGAINING
AGREEMENT BEFORE COMPLETING THIS APPLICATION

NAME OF EMPLOYEE: _____

POSITION: _____

NO. HOURS WORKED PER WEEK: _____

DATE EMPLOYEE ELECTED NOT TO TAKE BOARD OF EDUCATION PROVIDED HEALTH
INSURANCE: _____

EMPLOYEE SIGNATURE

DATE SIGNED

FOR TREASURER'S OFFICE:

RECEIVED BY

DATE RECEIVED

EXHIBIT C

ATTENDANCE CLERK		ATTENDANCE CLERK	
FY2021-22		FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$16.80	1	\$16.80
2	\$17.02	2	\$17.02
3	\$17.25	3	\$17.25
4	\$17.48	4	\$17.48
5	\$17.73	5	\$17.73
6	\$17.93	6	\$17.93
7	\$18.18	7	\$18.18
8	\$18.41	8	\$18.41
9	\$18.66	9	\$18.66
10	\$18.87	10	\$18.87
11	\$19.12	11	\$19.12
12	\$19.34	12	\$19.34
13	\$19.54	13	\$19.54
14	\$19.82	14	\$19.82
15	\$20.02	15	\$20.02
16	\$20.27	16	\$20.27
17	\$20.48	17	\$20.48
18	\$20.72	18	\$20.72
19	\$20.94	19	\$20.94
20	\$21.20	20	\$21.20
21	\$21.46	21	\$21.46
ATTENDANCE CLERK (GRANDFATHERED)		ATTENDANCE CLERK (GRANDFATHERED)	
FY2021-22		FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
16	\$20.82	16	\$20.82
17	\$21.07	17	\$21.07
18	\$21.32	18	\$21.32
19	\$21.55	19	\$21.55
20	\$21.80	20	\$21.80
21	\$22.07	21	\$22.07

COPY MACHINE OPERATOR		COPY MACHINE OPERATOR	
FISCAL YEAR 2021-22		FISCAL YEAR 2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$13.65	1	\$13.65
2	\$13.90	2	\$13.90
3	\$14.14	3	\$14.14
4	\$14.37	4	\$14.37
5	\$14.62	5	\$14.62
6	\$14.83	6	\$14.83
7	\$15.07	7	\$15.07
8	\$15.26	8	\$15.26
9	\$15.54	9	\$15.54
10	\$15.77	10	\$15.77
11	\$15.99	11	\$15.99
12	\$16.22	12	\$16.22
13	\$16.46	13	\$16.46
14	\$16.68	14	\$16.68
15	\$16.90	15	\$16.90
16	\$17.17	16	\$17.17
17	\$17.35	17	\$17.35
18	\$17.61	18	\$17.61
19	\$17.85	19	\$17.85
20	\$18.08	20	\$18.08
21	\$18.35	21	\$18.35

Note:
Contract is 197 Days
Time card pay for day 1 & 197
Stretch pay is for 195 days

SECRETARY FY2021-22		SECRETARY FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$18.24	1	\$18.24
2	\$18.47	2	\$18.47
3	\$18.71	3	\$18.71
4	\$18.92	4	\$18.92
5	\$19.17	5	\$19.17
6	\$19.40	6	\$19.40
7	\$19.62	7	\$19.62
8	\$19.86	8	\$19.86
9	\$20.10	9	\$20.10
10	\$20.33	10	\$20.33
11	\$20.53	11	\$20.53
12	\$20.81	12	\$20.81
13	\$21.01	13	\$21.01
14	\$21.26	14	\$21.26
15	\$21.47	15	\$21.47
16	\$21.71	16	\$21.71
17	\$21.93	17	\$21.93
18	\$22.17	18	\$22.17
19	\$22.41	19	\$22.41
20	\$22.64	20	\$22.64
21	\$22.90	21	\$22.90

SECRETARY (GRANDFATHERED) FY2021-22		SECRETARY (GRANDFATHERED) FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
16	\$22.31	16	\$22.31
17	\$22.54	17	\$22.54
18	\$22.79	18	\$22.79
19	\$22.99	19	\$22.99
20	\$23.25	20	\$23.25
21	\$23.52	21	\$23.52

RECEPTIONIST		RECEPTIONIST	
FY2021-22		FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$13.65	1	\$13.65
2	\$13.90	2	\$13.90
3	\$14.14	3	\$14.14
4	\$14.37	4	\$14.37
5	\$14.62	5	\$14.62
6	\$14.83	6	\$14.83
7	\$15.07	7	\$15.07
8	\$15.26	8	\$15.26
9	\$15.54	9	\$15.54
10	\$15.77	10	\$15.77
11	\$15.99	11	\$15.99
12	\$16.22	12	\$16.22
13	\$16.46	13	\$16.46
14	\$16.68	14	\$16.68
15	\$16.90	15	\$16.90
16	\$17.17	16	\$17.17
17	\$17.35	17	\$17.35
18	\$17.61	18	\$17.61
19	\$17.86	19	\$17.86
20	\$18.10	20	\$18.10
21	\$18.37	21	\$18.37

**EDUCATIONAL AIDES - TI
FY2021-22**

**EDUCATIONAL AIDES - TI
FY2022-23**

YEAR	FY2021-22	YEAR	FY2022-23
1	\$15.39	1	\$15.39
2	\$15.60	2	\$15.60
3	\$15.81	3	\$15.81
4	\$16.02	4	\$16.02
5	\$16.24	5	\$16.24
6	\$16.47	6	\$16.47
7	\$16.70	7	\$16.70
8	\$16.90	8	\$16.90
9	\$17.15	9	\$17.15
10	\$17.32	10	\$17.32
11	\$17.56	11	\$17.56
12	\$17.81	12	\$17.81
13	\$17.99	13	\$17.99
14	\$18.23	14	\$18.23
15	\$18.44	15	\$18.44
16	\$18.69	16	\$18.69
17	\$18.88	17	\$18.88
18	\$19.13	18	\$19.13
19	\$19.33	19	\$19.33
20	\$19.53	20	\$19.53
21	\$19.80	21	\$19.80

**EDUCATIONAL AIDES - TI
(GRANDFATHERED)
FY2021-22**

**EDUCATIONAL AIDES - TI
(GRANDFATHERED)
FY2022-23**

YEAR	FY2021-22	YEAR	FY2022-23
10	\$17.86	10	\$17.86
11	\$18.06	11	\$18.06
12	\$18.29	12	\$18.29
13	\$18.48	13	\$18.48
14	\$18.77	14	\$18.77
15	\$18.97	15	\$18.97
16	\$19.22	16	\$19.22
17	\$19.43	17	\$19.43
18	\$19.64	18	\$19.64
19	\$19.90	19	\$19.90
20	\$20.09	20	\$20.09
21	\$20.37	21	\$20.37

EDUCATIONAL AIDES - TII FY2021-22		EDUCATIONAL AIDES - TII FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$16.42	1	\$16.42
2	\$16.63	2	\$16.63
3	\$16.84	3	\$16.84
4	\$17.05	4	\$17.05
5	\$17.27	5	\$17.27
6	\$17.50	6	\$17.50
7	\$17.74	7	\$17.74
8	\$17.93	8	\$17.93
9	\$18.18	9	\$18.18
10	\$18.35	10	\$18.35
11	\$18.59	11	\$18.59
12	\$18.85	12	\$18.85
13	\$19.02	13	\$19.02
14	\$19.27	14	\$19.27
15	\$19.47	15	\$19.47
16	\$19.72	16	\$19.72
17	\$19.91	17	\$19.91
18	\$20.16	18	\$20.16
19	\$20.36	19	\$20.36
20	\$20.56	20	\$20.56
21	\$20.83	21	\$20.83

EDUCATIONAL AIDES - TII (GRANDFATHERED) FY2021-22		EDUCATIONAL AIDES - TII (GRANDFATHERED) FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
10	\$18.89	10	\$18.89
11	\$19.10	11	\$19.10
12	\$19.32	12	\$19.32
13	\$19.52	13	\$19.52
14	\$19.80	14	\$19.80
15	\$20.00	15	\$20.00
16	\$20.25	16	\$20.25
17	\$20.46	17	\$20.46
18	\$20.67	18	\$20.67
19	\$20.93	19	\$20.93
20	\$21.12	20	\$21.12
21	\$21.40	21	\$21.40

HEALTH AIDES FY2021-22		HEALTH AIDES FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$16.42	1	\$16.42
2	\$16.63	2	\$16.63
3	\$16.84	3	\$16.84
4	\$17.05	4	\$17.05
5	\$17.27	5	\$17.27
6	\$17.50	6	\$17.50
7	\$17.74	7	\$17.74
8	\$17.93	8	\$17.93
9	\$18.18	9	\$18.18
10	\$18.35	10	\$18.35
11	\$18.59	11	\$18.59
12	\$18.85	12	\$18.85
13	\$19.02	13	\$19.02
14	\$19.27	14	\$19.27
15	\$19.47	15	\$19.47
16	\$19.72	16	\$19.72
17	\$19.91	17	\$19.91
18	\$20.16	18	\$20.16
19	\$20.36	19	\$20.36
20	\$20.56	20	\$20.56
21	\$20.83	21	\$20.83

HEALTH AIDES (GRANDFATHERED) FY2021-22		HEALTH AIDES (GRANDFATHERED) FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
16	\$20.25	16	\$20.25
17	\$20.46	17	\$20.46
18	\$20.67	18	\$20.67
19	\$20.93	19	\$20.93
20	\$21.12	20	\$21.12
21	\$21.40	21	\$21.40

MEDIA AIDES FY2021-22		MEDIA AIDES FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$15.39	1	\$15.39
2	\$15.60	2	\$15.60
3	\$15.81	3	\$15.81
4	\$16.02	4	\$16.02
5	\$16.24	5	\$16.24
6	\$16.47	6	\$16.47
7	\$16.70	7	\$16.70
8	\$16.90	8	\$16.90
9	\$17.15	9	\$17.15
10	\$17.32	10	\$17.32
11	\$17.56	11	\$17.56
12	\$17.81	12	\$17.81
13	\$17.99	13	\$17.99
14	\$18.23	14	\$18.23
15	\$18.44	15	\$18.44
16	\$18.69	16	\$18.69
17	\$18.88	17	\$18.88
18	\$19.13	18	\$19.13
19	\$19.33	19	\$19.33
20	\$19.53	20	\$19.53
21	\$19.80	21	\$19.80
MEDIA AIDES (GRANDFATHERED) FY2021-22		MEDIA AIDES (GRANDFATHERED) FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
17	\$19.43	17	\$19.43
18	\$19.64	18	\$19.64
19	\$19.90	19	\$19.90
20	\$20.09	20	\$20.09
21	\$20.37	21	\$20.37

MAINTENANCE FY2021-22		MAINTENANCE FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$21.54	1	\$21.54
2	\$21.77	2	\$21.77
3	\$21.99	3	\$21.99
4	\$22.20	4	\$22.20
5	\$22.42	5	\$22.42
6	\$22.66	6	\$22.66
7	\$22.87	7	\$22.87
8	\$23.10	8	\$23.10
9	\$23.32	9	\$23.32
10	\$23.51	10	\$23.51
11	\$23.68	11	\$23.68
12	\$23.95	12	\$23.95
13	\$24.21	13	\$24.21
14	\$24.40	14	\$24.40
15	\$24.63	15	\$24.63
16	\$24.86	16	\$24.86
17	\$25.06	17	\$25.06
18	\$25.29	18	\$25.29
19	\$25.52	19	\$25.52
20	\$25.74	20	\$25.74
21	\$26.01	21	\$26.01

MAINTENANCE GRANDFATHERED FY2021-22		MAINTENANCE GRANDFATHERED FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
20	\$26.45	20	\$26.45
21	\$26.72	21	\$26.72

CUSTODIANS FY2021-22		CUSTODIANS FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$17.03	1	\$17.03
2	\$17.29	2	\$17.29
3	\$17.51	3	\$17.51
4	\$17.69	4	\$17.69
5	\$17.95	5	\$17.95
6	\$18.15	6	\$18.15
7	\$18.40	7	\$18.40
8	\$18.61	8	\$18.61
9	\$18.83	9	\$18.83
10	\$19.03	10	\$19.03
11	\$19.23	11	\$19.23
12	\$19.53	12	\$19.53
13	\$19.67	13	\$19.67
14	\$19.93	14	\$19.93
15	\$20.14	15	\$20.14
16	\$20.36	16	\$20.36
17	\$20.59	17	\$20.59
18	\$20.79	18	\$20.79
19	\$21.03	19	\$21.03
20	\$21.25	20	\$21.25
21	\$21.51	21	\$21.51

CUSTODIANS GRANDFATHERED FY2021-22		CUSTODIANS GRANDFATHERED FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
10	\$19.57	10	\$19.57
11	\$19.77	11	\$19.77
12	\$20.06	12	\$20.06
13	\$20.22	13	\$20.22
14	\$20.48	14	\$20.48
15	\$20.70	15	\$20.70
16	\$20.92	16	\$20.92
17	\$21.16	17	\$21.16
18	\$21.35	18	\$21.35
19	\$21.58	19	\$21.58
20	\$21.83	20	\$21.83
21	\$22.10	21	\$22.10

Shift Differential
 Second Shift \$.60
 Third Shift \$.70

TRANSPORTATION FY2021-22		TRANSPORTATION FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$20.53	1	\$20.53
2	\$20.74	2	\$20.74
3	\$20.97	3	\$20.97
4	\$21.20	4	\$21.20
5	\$21.42	5	\$21.42
6	\$21.64	6	\$21.64
7	\$21.85	7	\$21.85
8	\$22.08	8	\$22.08
9	\$22.29	9	\$22.29
10	\$22.51	10	\$22.51
11	\$22.72	11	\$22.72
12	\$22.95	12	\$22.95
13	\$23.17	13	\$23.17
14	\$23.41	14	\$23.41
15	\$23.62	15	\$23.62
16	\$23.82	16	\$23.82
17	\$24.06	17	\$24.06
18	\$24.26	18	\$24.26
19	\$24.50	19	\$24.50
20	\$24.74	20	\$24.74
21	\$25.01	21	\$25.01

Field Trip Paid at Step 1		Field Trip Paid at Step 1	
Year	7/1/2021	Year	7/1/2021
1st	\$20.53	1st	\$20.53

TRANSPORTATION GRANDFATHERED FY2021-22		TRANSPORTATION GRANDFATHERED FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$21.12	1	\$21.12
12	\$23.61	12	\$23.61
13	\$23.82	13	\$23.82
14	\$24.06	14	\$24.06
15	\$24.28	15	\$24.28
16	\$24.51	16	\$24.51
17	\$24.75	17	\$24.75
18	\$24.98	18	\$24.98
19	\$25.21	19	\$25.21
20	\$25.44	20	\$25.44
21	\$25.71	21	\$25.71

Grandfathered Employees: Field Trips paid at step 1 of the Grandfathered schedule		Grandfathered Employees: Field Trips paid at step 1 of the Grandfathered schedule	
Year	7/1/2021	Year	7/1/2022
1st	\$21.12	1st	\$21.12

MECHANIC I		MECHANIC I	
FY2021-22		FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$24.04	1	\$24.04
2	\$24.24	2	\$24.24
3	\$24.47	3	\$24.47
4	\$24.67	4	\$24.67
5	\$24.88	5	\$24.88
6	\$25.12	6	\$25.12
7	\$25.34	7	\$25.34
8	\$25.57	8	\$25.57
9	\$25.80	9	\$25.80
10	\$26.01	10	\$26.01
11	\$26.21	11	\$26.21
12	\$26.47	12	\$26.47
13	\$26.68	13	\$26.68
14	\$26.87	14	\$26.87
15	\$27.12	15	\$27.12
16	\$27.30	16	\$27.30
17	\$27.54	17	\$27.54
18	\$27.79	18	\$27.79
19	\$27.97	19	\$27.97
20	\$28.21	20	\$28.21
21	\$28.48	21	\$28.48

MECHANIC I		MECHANIC I	
GRANDFATHERED		GRANDFATHERED	
FY2021-22		FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
15	\$27.87	15	\$27.87
16	\$28.10	16	\$28.10
17	\$28.32	17	\$28.32
18	\$28.56	18	\$28.56
19	\$28.78	19	\$28.78
20	\$29.00	20	\$29.00
21	\$29.27	21	\$29.27

MECHANIC II FY2021-22		MECHANIC II FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$20.87	1	\$20.87
2	\$21.08	2	\$21.08
3	\$21.29	3	\$21.29
4	\$21.51	4	\$21.51
5	\$21.73	5	\$21.73
6	\$21.96	6	\$21.96
7	\$22.18	7	\$22.18
8	\$22.40	8	\$22.40
9	\$22.62	9	\$22.62
10	\$22.85	10	\$22.85
11	\$23.07	11	\$23.07
12	\$23.27	12	\$23.27
13	\$23.50	13	\$23.50
14	\$23.70	14	\$23.70
15	\$23.93	15	\$23.93
16	\$24.17	16	\$24.17
17	\$24.37	17	\$24.37
18	\$24.60	18	\$24.60
19	\$24.81	19	\$24.81
20	\$25.05	20	\$25.05
21	\$25.32	21	\$25.32

MECHANIC III FY2021-22		MECHANIC III FY2022-23	
YEAR	FY2021-22	YEAR	FY2022-23
1	\$17.87	1	\$17.87
2	\$18.10	2	\$18.10
3	\$18.29	3	\$18.29
4	\$18.50	4	\$18.50
5	\$18.76	5	\$18.76
6	\$18.94	6	\$18.94
7	\$19.21	7	\$19.21
8	\$19.40	8	\$19.40
9	\$19.61	9	\$19.61
10	\$19.85	10	\$19.85
11	\$20.05	11	\$20.05
12	\$20.30	12	\$20.30
13	\$20.51	13	\$20.51
14	\$20.71	14	\$20.71
15	\$20.95	15	\$20.95
16	\$21.15	16	\$21.15
17	\$21.40	17	\$21.40
18	\$21.62	18	\$21.62
19	\$21.82	19	\$21.82
20	\$22.05	20	\$22.05
21	\$22.32	21	\$22.32

STUDENT ACTIVITY MONITOR		STUDENT ACTIVITY MONITOR	
FISCAL YEAR 2021-22		FISCAL YEAR 2022-23	
YEAR	FY2022	YEAR	FY2023
1	\$14.65	1	\$14.65
2	\$14.90	2	\$14.90
3	\$15.11	3	\$15.11
4	\$15.36	4	\$15.36
5	\$15.56	5	\$15.56
6	\$15.81	6	\$15.81
7	\$16.03	7	\$16.03
8	\$16.25	8	\$16.25
9	\$16.49	9	\$16.49
10	\$16.74	10	\$16.74
11	\$16.93	11	\$16.93
12	\$17.18	12	\$17.18
13	\$17.43	13	\$17.43
14	\$17.61	14	\$17.61
15	\$17.88	15	\$17.88
16	\$18.12	16	\$18.12
17	\$18.32	17	\$18.32
18	\$18.54	18	\$18.54
19	\$18.78	19	\$18.78
20	\$19.03	20	\$19.03
21	\$19.30	21	\$19.30

COOK		COOK	
FISCAL YEAR 2021-22		FISCAL YEAR 2022-23	
YEAR	FY2022	YEAR	FY2023
1	\$14.44	1	\$14.44
2	\$14.70	2	\$14.70
3	\$14.89	3	\$14.89
4	\$15.15	4	\$15.15
5	\$15.34	5	\$15.34
6	\$15.62	6	\$15.62
7	\$15.77	7	\$15.77
8	\$16.06	8	\$16.06
9	\$16.29	9	\$16.29
10	\$16.49	10	\$16.49
11	\$16.75	11	\$16.75
12	\$16.98	12	\$16.98
13	\$17.19	13	\$17.19
14	\$17.42	14	\$17.42
15	\$17.67	15	\$17.67
16	\$17.85	16	\$17.85
17	\$18.13	17	\$18.13
18	\$18.37	18	\$18.37
19	\$18.57	19	\$18.57
20	\$18.77	20	\$18.77
21	\$19.04	21	\$19.04

Note:
Contract is 197 Days
Time card pay for day 1 & 197
Stretch pay is for 195 days

FOOD SERVICE		FOOD SERVICE	
FISCAL YEAR 2021-22		FISCAL YEAR 2022-23	
YEAR	FY2022	YEAR	FY2023
1	\$13.52	1	\$13.52
2	\$13.75	2	\$13.75
3	\$13.97	3	\$13.97
4	\$14.20	4	\$14.20
5	\$14.47	5	\$14.47
6	\$14.65	6	\$14.65
7	\$14.91	7	\$14.91
8	\$15.12	8	\$15.12
9	\$15.39	9	\$15.39
10	\$15.60	10	\$15.60
11	\$15.82	11	\$15.82
12	\$16.06	12	\$16.06
13	\$16.26	13	\$16.26
14	\$16.52	14	\$16.52
15	\$16.74	15	\$16.74
16	\$16.95	16	\$16.95
17	\$17.18	17	\$17.18
18	\$17.43	18	\$17.43
19	\$17.64	19	\$17.64
20	\$17.85	20	\$17.85
21	\$18.12	21	\$18.12

Note:

Contract is 197 Days

Time card pay for day 1 & 197

Stretch pay is for 195 days

CASHIER		CASHIER	
FISCAL YEAR 2021-22		FISCAL YEAR 2022-23	
YEAR	FY2022	YEAR	FY2023
1	\$13.76	1	\$13.76
2	\$13.99	2	\$13.99
3	\$14.29	3	\$14.29
4	\$14.48	4	\$14.48
5	\$14.66	5	\$14.66
6	\$14.92	6	\$14.92
7	\$15.13	7	\$15.13
8	\$15.41	8	\$15.41
9	\$15.63	9	\$15.63
10	\$15.83	10	\$15.83
11	\$16.07	11	\$16.07
12	\$16.27	12	\$16.27
13	\$16.53	13	\$16.53
14	\$16.75	14	\$16.75
15	\$16.98	15	\$16.98
16	\$17.19	16	\$17.19
17	\$17.45	17	\$17.45
18	\$17.65	18	\$17.65
19	\$17.90	19	\$17.90
20	\$18.15	20	\$18.15
21	\$18.40	21	\$18.40

Note:
Contract is 197 Days
Time card pay for day 1 & 197
Stretch pay is for 195 days

EXHIBIT D

July 1st, 2021

Leah Jewell
OAPSE President

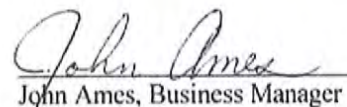
Re: Article 6.6.6.2 Letter of Agreement

Dear Ms. Leah Jewell:

Per our understanding reached during negotiations for the July 1, 2021 through June 30, 2023 collective bargaining agreement, the Board of Education and OAPSE hereby agree that the following shall be added to Article 6.6.6.2 effective until June 30, 2023 unless the parties mutually agree otherwise:

Routes will be bid on the total time allowing for flexibility if necessary. Route information will be current at the bid time but the clock in and clock out times may change to permit flexibility. Weekly total hours will not change.

Sincerely,


John Ames, Business Manager