2025-2028

MASTER CONTRACT

BETWEEN

BOARD OF EDUCATION VERMILION LOCAL SCHOOL DISTRICT

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES OAPSE LOCAL 332, AFSCME, AFL-CIO

July 1, 2025 - June 30, 2028

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ARTICLE 1 – TERMS

1.01 This contract is made and entered into by and between the Board of Education of the Vermilion Local Schools, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees (OAPSE) and its Local #332, AFSCME, AFL-CIO, which is hereinafter referred to as the "Union."

1.02 The purpose of this contract is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences.

1.03 The effective date of this contract shall be July 1, 2025 and it shall remain in force through June 30, 2028.

ARTICLE 2 – RECOGNITION

2.01 The Board of Education of the Vermilion Local School District hereby recognizes the Ohio Association of Public School Employees on behalf of Local #332, AFSCME, AFL-CIO, as the sole and exclusive bargaining representative for all non-teaching employees now employed or to be employed in the following described unit.

2.02 A. The bargaining unit includes all full time and regular short hour employees regularly assigned to a work schedule in the following job classifications organized by department as set forth below:

Administrative Assistants
Central Office Assistant
Administrative Assistant to Principal
Administrative Assistant to Special Ed/Guidance Athletic Director
General Administrative Assistant

Food Service Department
Food Service Manager
Food Service Assistant

Technology Support
Lead Technology Specialist
Technology Specialist

Transportation Department
Head Mechanic
Mechanic
Bus Driver
Van Driver
Bus Monitor

Student Support Department
Paraprofessional
Monitor (study hall, cafeteria and Playground)

Operations Department
Maintenance
Facility Manager
Custodian
Cleaner

B. The bargaining unit excludes all supervisory and substitutes.

C. Exclusions from the bargaining unit shall include, but not be limited to, Professional, Confidential and Management Level employees and Directors, all as defined in Ohio Revised Code Chapter 4117 including, but not limited to, the Director of Food Service, Director of Operations, Director of Information Technology, and Director of Transportation.

2.03 The Board agrees that for the term of this contract, negotiations shall be conducted only with OAPSE. However, nothing contained herein shall abridge the right of the individual to present their views and recommendations to the Board pursuant to established procedures.

ARTICLE 3 – CHECK OFF AND ORGANIZATIONAL SECURITY

3.01 OAPSE shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the Board. The Board shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for United Fund, Credit Union, Board approved group, hospitalization, current disability insurance carrier and annuities or other plans or programs jointly approved by OAPSE and the Board.

3.02 "The Board agrees to deduct OAPSE State dues and Local dues set forth herein (current or as increased) from employee's salary or wages and remit the same to the OAPSE State Treasurer upon receipt of the employee's voluntary authorization. Such authorization shall be irrevocable, regardless of whether the employee remains a member of the Union or not, for the period stipulated in the employee's dues authorization application. Revocations of dues authorizations shall be in accordance with the employee's dues authorization agreement."

3.03 The Board agrees not to honor any membership dues deduction by an employee of the bargaining unit, in favor of any other labor organization.

3.04 The Board agrees to deduct Union dues for every employee who authorizes deductions on a signed authorization form. Changes made must be reported to the Treasurer's office by August 15th if at all possible.

3.05 Dues as set and listed by the Union will be documented by August 20th in the Treasurer's office.

3.06 Dues will be deducted from the employee's pay starting the last pay in September through the last pay in June.

3.07 Dues will be paid to the Union State Treasurer as they are collected.

3.08 DUES INDEMNIFICATION

The Union on behalf of itself and the Ohio Association of Public School Employees agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding. The Union agrees to indemnify and defend the Board at no cost to the Board. The Union shall reserve the right to designate counsel to represent and defend the employer. The Board agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceedings, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Union's or its affiliates' application to file briefs amicus curiae in the action. For purposes of this Section, the term "Board" includes the Board of Education of the Vermilion Local School District, its members, the Treasurer, Superintendent and all members of the administrative staff.

3.09 P.E.O.P.L.E. Check-Off. With proper written authorization, the Board agrees to deduct, from an employee's paycheck, the authorized amount for the PEOPLE program. Should a good faith dispute arise, the Board may elect to suspend the deduction.

ARTICLE 4 – SCOPE OF NEGOTIATIONS

4.01 The scope of the Agreement shall be limited to matters relating to wages, hours of employment, and other working conditions within the limits of this bargaining agreement. To the extent that any agreement arrived at through negotiations is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding upon all parties.

ARTICLE 5 – PROCEDURES FOR CONDUCTING NEGOTIATIONS

5.01 The Board, or the designated representative of the Board, will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. Each bargaining team may consist of up to six (6) members. Four (4) members and two (2) alternates. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. Field staff of OAPSE may be included in the Local's negotiating team. Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity.

Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

5.02 The expense of such consultants shall be borne by the party requesting or hiring them.

A. All members of the negotiating team shall receive paid release time, at their regular rate of pay, for hours served in negotiation meetings scheduled during their work shift up to eight (8) hours. Time in excess of eight (8) hours will be at the employees own volition and will be without additional pay.

B. The employee will utilize the District's electronic reporting system and request time off as Professional Leave.

5.03 Necessary clerical assistance may be provided if both parties agree and if such is the case, the cost will be shared equally by the Board and the Union.

5.04 Upon receipt of a written request for a meeting, either party will have seven (7) days to reply to the request. A meeting date shall be agreed to within twenty-one (21) days of such request. Such request shall not be made earlier than one hundred twenty (120) days prior to contract termination date. All days referred to in this section shall be calendar days. Any variance from this schedule must mutually be agreed upon by OAPSE and the Board.

5.05 All issues for negotiations shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed to by both parties.

5.06 The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.

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

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

5.09 News releases during negotiations shall be made only by mutual agreement as to when and content of the release.

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

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

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

5.13 Prior to the negotiated contract being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

5.14 The Board agrees to provide copies of the final contract for all employees in the recognized unit within thirty (30) days after adoption by the Board. The cost is to be shared equally by the Board and OAPSE Local #332.

ARTICLE 6 – FEDERAL MEDIATION

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

6.02 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 have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

6.03 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.

6.04 The parties jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service, or other mutually agreed-upon neutral mediator. The costs for such mediation services, if any, shall be shared equally by the parties.

6.05 The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

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

6.07 It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

ARTICLE 7 – NO DISCRIMINATION

7.01 DISCRIMINATION PROHIBITED

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations or because of race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

7.02 NO DISCRIMINATION ON ACCOUNT OF OAPSE ACTIVITY

The Board will not intimidate, restrain, coerce or discriminate against employees exercising their rights as an OAPSE member.

ARTICLE 8 – CONSISTENCY WITH LAW

If any provisions of an agreement between the Board and the Union shall be found contrary to State or Federal law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. It is mutually agreed if changes are to be made in the negotiation agreement while it is in force, such changes will be made by the negotiation process.

ARTICLE 9 – EMPLOYEE RIGHTS

9.01 The personnel file of each employee shall be maintained at the Board's central administration office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon previously recorded materials that are not in the personnel file.

9.02 Employees shall be provided with copies of derogatory written material upon request.

9.03 An employee shall have the right to any reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.

9.04 The confidentiality of employee personnel files shall be governed by applicable state and/or federal law and/or Board policy. An employee whose personnel records are requested will be notified in writing of that request as soon as possible.

9.05 No derogatory material, other than evaluations, official disciplinary action and the like will be placed in any personnel file until the affected member of the bargaining unit is given an opportunity to initial the material and obtain a copy. Initialing verifies only that the material has been examined and does not necessarily constitute approval. The affected employee shall be entitled to attach a written reply to such material within ten (10) business days from the time of initialing.

ARTICLE 10 – ORGANIZATIONAL RIGHTS AND UNION REPRESENTATION

The Board authorizes the Union to the following sole and exclusive rights:

10.01 To use the inter-school mail system in the school offices and distribute local bulletins, newsletters, or other circulars. When using the mail system, the Union shall place its material in Union envelopes clearly marked OAPSE.

10.02 To use bulletin boards in employee lounges or workroom to disseminate information to members.

10.03 To allow the President of the Union, or his designated official, to visit schools. The building administrator must be notified of the visit.

10.04 The Labor Relations Committee (LRC) will be utilized to discuss with the employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

10.05 The Union shall have access to employee personnel files, grievance files and any audio/visual tapes containing information on employee activities, when accompanied or authorized by the employee.

10.06 To use the facilities of any building for meetings, without fee, upon notification of the Administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with a previously authorized activity in said building. The Union shall be responsible for any additional custodial cost involved in the use of the building (i.e. cleanup, overtime).

10.07 To use Board-owned equipment at times which do not interfere with the operation of the school system. Building Administrator shall be notified prior to the use of Board-owned equipment. Any expendable supplies will be supplied by the Union.

10.08 To receive copies of all Board agenda, minutes and financial reports upon specific request to the Superintendent by the President of the Union as soon as possible.

10.09 The right to receive two (2) copies of any Board approved budget or financial material when requested.

10.10 Upon request to the Superintendent, a place on the Agenda of an regular Board of Education meetings to be used by the Union to communicate with the Board.

10.11 The OAPSE President shall be supplied with a complete seniority roster of all Bargaining Unit Employees on the effective date of this Agreement and every year thereafter.

10.12 The Union shall provide to the Employer or his designated Representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:

- Name
- Address
- Home telephone number
- Division
- Immediate Supervisor
- Union Office held

The employer shall recognize one (1) building representative at each building.

10.13 OAPSE's two (2) delegates will be granted a total of six (6) work days (three (3) days for each delegate) to attend the OAPSE Annual Conference with no loss of regular pay, and no loss of credit for day(s) worked to earn overtime rate on weekends. Substitutes to be provided. Board to receive written notification one (1) month in advance of date of attendance. Number of delegates determined according to OAPSE State Constitution with no more than one from any classification.

ARTICLE 11 – BOARD OF EDUCATION AND ADMINISTRATION RIGHTS

11.01 Except to the extent expressly abridged by a specific provision of this agreement, the Board and Administration retain solely and exclusively all their inherent rights to manage the school district; as such rights exist prior to the execution of this or any previous agreement with the Bargaining Unit. The following are examples of the above stated rights, but shall not be limited to:

a) The right to determine, and from time to time re-determine, the number, location and type of work assignments.

b) The right to discontinue work assignments.

c) The right to determine the starting time and quitting time.

d) The right to establish, change, combine or abolish positions, and to determine the number and qualifications of employees.

e) The right to hire, promote, retrain, suspend, demote, discharge or other disciplinary action.

11.02 The exercise by the Board or Administration of any of its exclusive rights shall only be subject to grievance hereunder when expressly limited by a specific section or Article of the Agreement.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 GRIEVANCE DEFINITION

Grievance shall mean a claim by any classified (non-teaching) employee or group of classified employees that:

1. There has been a violation, misinterpretation or misapplication of the provisions of this Master Contract.

2. There has been a violation, misinterpretation or misapplication of the rules, regulations, administrative directives or policies of the Board.

Item two (2) above grievances may be processed only through Level Two (see Section 12.06 of procedure below).

12.02 DEGREE OF LIMITATIONS

Nothing contained herein shall be construed as limiting the right of any classified employee having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and have the grievance adjusted without intervention and/or consultation of OAPSE, provided the adjustment is not inconsistent with the terms of this contract.

12.03 TIME LIMITS

If the grievance is not filed at Level Two within fifteen (15) days after the aggrieved party knew of the event or condition upon which it is based, the grievance shall be considered waived. Days in this Article shall be defined as days the Vermilion Board of Education's business office is open for business (including the summer), unless otherwise agreed to. The number shall be considered as a maximum and every effort should be made to expedite the process.

12.04 PURPOSE OF GRIEVANCE PROCEDURE

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances, which may from time to time arise. Both parties agree that the proceedings will be kept confidential.

12.05 LEVELS OF THE GRIEVANCE PROCEDURE

LEVEL ONE – An employee with a grievance shall first discuss it with a representative of the Union. After discussion with the Union, he/she shall discuss it informally with his immediate supervisor and/or principal, either individually or together with his local OAPSE representative. This level does not require either a written grievance or response. However, the employee must announce this as the first step of the grievance procedure and provide the immediate supervisor with a "concerns form."

LEVEL TWO – In the event the grievant is not satisfied with the results at Level One, the employee must timely file the written grievance with the office of the Director of Operations, or designee. A copy of the grievance will be given to the local union president and the immediate supervisor and/or principal. Any written grievance shall identify the date and people in the Level One meeting.

The immediate supervisor and/or principal, or his designated representative(s) shall, within five (5) days of receipt of the grievance, schedule a hearing concerning the grievance. The grievant will be contacted to establish a meeting mutually agreeable as to the date, time, and place. Once established, a written confirmation of the meeting will be sent to the grievant and the local Union President. The hearing shall include the grievant, his representative, the person conducting the hearing, and whoever may be needed to give information as to the claim.

Within five (5) days of the conclusion of the hearing, the written decision, along with the reasons in support, shall be issued to the grievant and the local union president.

LEVEL THREE – In the event the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been issued within five (5) days from Level Two hearing, the employee shall refer the grievance to the Superintendent of Schools or designee, with a copy to the Grievance committee.

The Superintendent (or designee) shall, within five (5) days of receipt of the Grievance, schedule a hearing concerning the grievance. The grievant will be contacted to establish a meeting mutually agreeable as to the date, time and place. Once established, a written confirmation of the meeting will be sent to the aggrieved and the grievant, the Union President, OAPSE Field Representative, the Superintendent or designee, and whomever may be needed to give information as to the claim.

LEVEL FOUR – ARBITRATION
If after receiving the decision of the Superintendent (or designee), the grievant or the Union is not satisfied with the decision at Level Three, the grievant or the Union may request arbitration. Arbitration must be requested in writing within fifteen (15) days after receipt of the written answer given by the Superintendent or designee under Level Three of the grievance procedure with a request to the American Arbitration Association for a panel of nine (9) arbitrators.

12.06 PROCEDURE FOR ARBITRATION

Within thirty (30) days of receipt of the panel of arbitrators, the Union and the Board representatives shall alternately strike names from the panel of arbitrators until one name remains, and this person shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the parties and the parties hereto shall share equally the expense and fees of the arbitrator.

The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. All grievances and disputes between the parties as to the interpretation or application of this Agreement shall be subject to arbitration as herein provided. General wage, scale and other economic issues, as well as to the extension, re-negotiation or renewal of this Agreement shall not be subject to arbitration, except as provided in the procedures for negotiations.

12.07 RIGHT TO REPRESENTATION/OPT REDRESS UNDER LAW

No classified employee may be represented by any labor organization other than OAPSE in any level of the grievance procedure. Should an employee elect to seek redress by law rather than through the grievance procedure, this grievance procedure shall not be construed to deny the employee or OAPSE that right unless it involves the alleged violation, misapplication, or misinterpretation of the Master Contract.

12.08 MISCELLANEOUS

1. For the purpose of this grievance procedure, the Director of Operations shall be the "immediate supervisor" for all cafeteria employees, custodial employees and maintenance employees; the School Principal shall be the "immediate supervisor" for educational aides and monitors within his/her school; and the Director of Transportation shall be the "immediate supervisor" for all bus drivers, mechanics, and bus monitors. The "immediate supervisor" for the Technology Support Staff shall be the Director of Technology. For grievances of Administrative Assistants, the following will be deemed the "immediate supervisor" for those employees:

    - Building level – the Building Principal or designee;
    - Board Office – the Assistant Superintendent or designee;
    - Central Office Assistant – the Director of Operations;
    - Administrative Assistant to Athletics – the Director of Athletics; and
    - Administrative Assistant to Special Education and to Guidance - the Director of Pupil Services

2. A grievance may be withdrawn at any level by the grievant without prejudice.

3. No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.

4. Copies of all documents, communications or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents or communications concerning a grievance shall be placed in the personnel files of any of the participants.

5. Forms for filing and processing grievances shall be cooperatively designated (by OAPSE and Administration) and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. An official closed file of materials pertaining to the grievance shall be established upon final resolution of the grievance.

7. In order to expedite grievances common to a number of employees, they may be processed as a single grievance in the same manner as if an individual were filing the grievance. Any group grievance shall set forth the names of all persons in the group and their assignments.

8. Any employee who is not a member of the OAPSE Local is at liberty to present and settle a grievance without intervention or representation by OAPSE, provided the proper procedures are followed and the decision is not in violation of this document. A copy of the written disposition, if any, will be given to the local union president.

9. Unless mutually agreed otherwise, all grievance hearings shall be held outside of the normal working hours of the grievant or grievant(s) involved so as not to interfere with their work responsibilities. The President of OAPSE Local #332, or building representative or member of the grievance committee will accompany and represent or observe the grievance at all steps of the grievance procedure.

10. If a grievance is not answered by an Administrator within the time limits specified, the grievance shall be referred to the next step.

11. Any grievance not advanced to the next level by the grievant within the time limit in that level, shall be deemed resolved in accordance with the decision at the previous step.

12. In the event a grievant chooses to have a grievance processed without participation of the Union, such grievant shall be liable for any expense incurred thereby.

13. Any grievance must be filed on the authorized form, which shall be made available to any employee(s) requesting such, either through his supervisor or through a member of the Union Executive Committee.

ARTICLE 13 – BUILDING REPRESENTATIVES

13.01 The Board recognizes the right of OAPSE to designate Building Representatives from among its members in the unit. It is agreed that OAPSE, in appointing such representatives, does so for the purpose of promoting an effective relationship between the Board of Education and employees by helping settle problems at the lowest level possible.

13.02 Building representatives shall be designated by OAPSE and there shall be no more than one representative for each school building and the bus compound. OAPSE shall notify the Superintendent or Superintendent designee, in writing, of the names of the building representatives and the building they represent.

13.03 Building representatives may also be designated for the local union grievance committee or negotiating committee.

13.04 Building representatives or grievance committee members will meet on non-working hours if at all possible. The Board agrees to work with the Union to allow members to attend Union meetings when possible. At no time will a building or work site be closed or not able to operate because of employees attending a Union meeting.

Employees that attend Union meetings must complete all of their assigned work duties at no extra cost or time charged to the Board.

13.05 Any meetings called by the Board, Administration or Supervisory personnel during the regular scheduled working hours of a building representative shall be without loss of pay.

13.06 Building representatives or Union officers shall be entitled to seek and obtain assistance from OAPSE staff personnel.

13.07 The OAPSE President may request paid release time to conduct the business of the Union which conflicts with his duties. This release time will be limited to 40 hours per year unless additional time is authorized by the Board. It is understood that the President's Supervisor has the right to approve or deny any particular request based upon the Supervisor's judgment of the need of the schools.

ARTICLE 14 – LABOR RELATIONS COMMITTEE

14.01 A Labor Relations Committee ("LRC") shall be established , consisting of the building department representatives identified in Article 13, the local OAPSE President, and up to two (2) other bargaining unit members selected by the OAPSE President and selected members of the Administration designated by the Superintendent. Meetings will be held on a "request" basis and can be called by either party. The function of the Committee is to discuss employee problems that are relative to the current negotiated contract, employee problems outside the terms of the contract, to interpret Board rules

and contract terms and to provide a regular vehicle for the discussion and possible correction of employee problems.

14.02 The LRC cannot be used to attempt to negotiate or re-negotiate an existing contract or items previously agreed to.

ARTICLE 15 – CLASSIFIED (NON-TEACHING) EMPLOYMENT CONTRACTS

15.01 Classified (non-teaching) employees shall be issued individual contracts in accordance with O.R.C. Section 3319.081, if renewed, shall receive a contract for a period not more than one year which, if renewed, shall be for a period of two years. If renewed thereafter, the contract shall be two (2) two-year contracts and then the contract shall be continuing as provided by Section 3319.081. To the extent that this Article differs with O.R.C. 3319.081, the parties agree that this provision shall supersede that statute.

ARTICLE 16 – SENIORITY AND REDUCTION IN FORCE

16.01 System Seniority shall be defined as the length of continuous employment by an employee with the Board as computed from the employee's most recent date of hire, exclusive of substitute contracts.

16.02 Department Seniority shall be defined as the length of employment by an employee in a particular department, as computed from the employee's most recent date of entry into such department. Departments are defined as listed in Article 2, Recognition (i.e. transportation, food service, etc.).

16.03 Job Classification Seniority shall be defined as the length of employment by an employee in a particular job classification, as computed from the employee's most recent date of entry into such job classification. Job Classifications are defined as listed in Article 2, Recognition.

16.04 Seniority within department will prevail.

Employees in the Operations and Custodial Department hired before July 1, 2022, will retain district seniority for the purpose of merging the Facility Manager and Head Day Custodian classifications into the Facility Manager Classification and the Operations and Custodial departments into the new Operations Department. This new alignment will then be used as their Department Seniority starting from July 1, 2022. This new alignment will also be used as a Facility Manager classification seniority from July 1, 2022.

16.05 Any employee who changes classification will have classification seniority as of the date of transfer.

16.06 Seniority shall be used in work assignments for new openings within a classification. This consideration will be done if at all possible and all parties are equally qualified. Any change in work assignments as a result of a request by a senior employee can be made no more than once in a calendar year.

16.07 Reduction in staff, if and when necessary, will be done in accordance with Ohio Revised Code Section 3319.172. In making any reduction under this section, The board of education shall suspend contracts in accordance with the recommendation of the Superintendent who shall within each pay classification affected, give preference first to employees under continuing contracts and then to employees on the basis of department seniority.

16.08 An employee laid off from his/her job classification may, if holding greater department seniority, bump only the least senior employee in the next lower job classification within the employee's Department, provided that the laid off employee has greater department seniority than the least senior employee in the next lower classification. This procedure will be followed through the job classification until either the bumped employee is able to bump the least senior employee in the job classification or is placed on a recall list either by virtue of the existence of no less senior employees or by the determination not to bump. An employee when declines to bump shall be laid off and placed on the recall list.

A. Paraprofessional positions may be immediately reduced by the Board when a disabled student or students to whom a Paraprofessional is assigned, cease to attend in the District, graduate, are deemed no longer in need of individual assistance per the IEP team, or are otherwise unavailable to access such services. The reduction in force provisions in of the Agreement are modified with respect to the position of Paraprofessional to the extent that a Paraprofessional so displaced may not automatically displace the least senior Paraprofessional. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious. Paraprofessionals who decline to bump into another Paraprofessional position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in the reduction in force provisions of this Agreement.

16.09 A part-time employee shall have no bumping rights over full-time employees. However, a part time employee can bump another part time employee. A full-time employee shall have bumping rights over another full-time employee or may bump a part-time employee.

16.10 Recall after any reduction will be done in reverse order to the reduction. Last employee off will be the first recalled.

16.11 When a reduction in classification(s) exists and an opening is available in a different classification, senior qualified employees will be considered in filling that opening.

16.12 The names of laid-off regular employees shall be placed on appropriate Recall Lists for a period of twelve (12) months. No new employees may be hired in a classification until no other employees remain eligible for recall to the job classification.

16.13 Notice of recall shall be provided by certified mail. The employee has seven (7) calendar days from the date of mailing to contact the Superintendent and advise that he/she accepts recall. The employee shall report for duty no later than fourteen (14) calendar days after contact with the Superintendent, unless a longer period is mutually agreed upon between the Superintendent and thee employee. Failure to accept recall within these time periods shall result in forfeiture of further recall rights.

16.14 Seniority will be determined as follows:

A. Date of hire.

B. Date of employment application, if two or more hired on same day.

C. Date first worked, if (A) and (B) are not applicable.

D. Coin toss if tied after (A), (B) and (C).

ARTICLE 17 – BID PROCEDURE

17.01 When a vacancy occurs in a classification or an assignment that the Board has determined to fill, it shall be posted on the District's website, and a copy will be sent to the OAPSE President. Vacancies will also be emailed to employees and any employee may request the vacant position in writing or on-line. In selecting the replacement employee the following formula shall apply.

A. The vacant position shall be first offered to an employee within the classification of the position.

B. If an employee within the same classification requests a posted position in writing, the employee with the greatest classification seniority shall be awarded the position.

C. The highest seniority date shall be determined by the employee's department seniority.

D. If no other qualified interested member within the classification is interested in the position, then it will be filled by the most qualified applicant within the Department. Qualifications shall be the determining factor in filling an opening. Qualifications for a position shall be determined by the Administration in accordance with the minimum qualifications in the Job Description. Qualifications for a position, once established, shall not be altered in such a manner as to contravene the intent of this Article by giving

incident qualifications emphasis for the purpose of denying a position to an otherwise qualified person (e.g. a person who possesses the skills and training required to use an Advanced Word Processing program shall not be disqualified merely because the position requires the use of a slightly different program, where the applicant could quickly learn to use the program). If the position is not filled by employees within the classification or department, the position may be filled by the most qualified applicant.

E. Except those occurring from a termination or a new position to be filled, vacancies will be posted within two weeks and filled within 25 working days of the posting.

F. The Board has no obligation to employ a bargaining unit member in more than one position. However, when an employee holds a second position with the District, the Director of Operations may remove them from their primary position to assume duties in the secondary position. For example, an employee hired as an aide may utilize leave or arrange to alter scheduled working hours to take a field trip in a secondary position as a bus driver. Drivers will have first priority for all trips when possible, but the district can make any arrangements necessary to make sure trips are covered with any available employee.

17.02 A. The position first vacated because of a bid move may be filled with the most senior qualified employee in that classification that expresses interest. Positions unfilled by this procedure may then be filled by a qualified applicant within the Department after considering minimum job description qualifications and job-related factors, including Department seniority. If position is not filled within the Classification or Department, the position may be filled by the most qualified applicant.

B. Employees having an interest in the posted position, or any subsequent positions that might come open, must submit their name at the time of the original posting and within the posted time lines.

17.03 A. Any employee moving to a new classification will be temporary for a 50 working day probationary period. If a position filled is done so during the months of June, July, or August, the probationary period will begin the first student day of the school year following the position being filled. The Board and the Union may waive this probationary period upon written mutual agreement.

B. Seniority will be maintained in the employee's previous classification until the transfer is made permanent or the probationary period is complete.

C. Seniority in the new classification will then date back to the first day transferred.

17.04 Any employee may bid on a lower paying job or on jobs with fewer hours. The pay rate will be the level bid or posted and not the employee's previous level.

17.05 When a transfer is required, the transfer will be voluntary, but if no volunteer is found, classification seniority will be used to determine the junior employee to transfer.

17.06 Supervisory or lead person positions will be posted in the form of notification to employees of vacancy and intent to fill the position. Interested and qualified employees will be considered and interviewed prior to outside candidates.

ARTICLE 18 – JOB DESCRIPTIONS/EVALUATIONS

18.01 The Administration will develop and furnish to the President of OAPSE Local #332, AFSCME, AFL-CIO, a copy of the job descriptions of each classification in the described bargaining unit covered under the terms of this contract. These copies will also be available to those employees at the date of hire.

A. Paraprofessional job description shall include the following responsibility: "Administer student medication, upon direction by the principal and provided Board Policy has been followed". Newly hired paraprofessionals shall be provided with two (2) days of orientation by the Director of Pupil Services prior to commencing their job duties. Paraprofessionals hired after the start of the school year will be provided such orientation by their building principal.

B. Administrative Assistants, as well as the Technology Support Staff, will have clear job descriptions.

18.02 Annual reviews of all job descriptions will be performed by the Administration. The drafted job descriptions will be given to the Union President who may request a labor relations meeting, to be held within 20 days. Suggestions to improve the job descriptions in order to better the educational and operations goals of the Vermilion Local Schools will be given serious consideration.

18.03 Evaluations will be based on facts, work rules and job descriptions. Evaluation standards will be applied equally to all employees in a classification. Written evaluations should be prepared and communicated by supervisors with input from bargaining unit leads such as food service managers and head custodians.

Evaluations are intended to aid an employee in determining goals to better do one's work in the following year. Areas recommended for improvements shall be supplemented with suggested ways the employee may obtain new goals or recommended improvement.

18.04 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. The employee

shall have the right to review and respond to any derogatory evaluation in accordance with Section 9.02.

18.05 Bargaining unit members may not serve as an evaluator for another bargaining unit member; however, nothing herein shall prevent assistance or input from bargaining unit members for that process.

ARTICLE 19 – ATTENDANCE

19.01 All days absent will be charged off as personal leave days – Article 26; or sick leave – Article 25; or holiday – Article 35; or vacation – Article 36. Absent employees must at all times either be in in attendance or in authorized leave status. Employees are required to utilize the District's automated system for absences.

19.02 Unexcused absence, including "no-call, no-show", will be handled as follows:

A) One day may result in a written warning and loss of pay.

B) A second offense may result in a disciplinary hearing, loss of pay for the day(s) and further suspension without pay.

C) Further offenses may result in termination.

19.03 Days for pre-scheduled absences other than covered by leave may be taken as follows:

A) Advance written request with reason for absence are signed by the superintendent's authorized representative.

B) Scheduled absence may not be taken more than one time a school year.

C) Length of absence must be reasonable with the reason for absence.

D) All dates of absence are to be cleared with the supervisor and all arrangements for substitutes are to be cleared prior to date absence started.

E) No more than one out of every five employees in a classification or work area may pre-schedule absence under this Article at one time.

F) The decision as to whether or not an unpaid leave day will be granted resides with the Administration.

ARTICLE 20 – DISCIPLINARY PROCEDURE

20.01 Disciplinary warning and action will be used where there are violations of safety rules, regulations, law, board policy and procedure. No person shall be given employment, nor shall they retain employment by the Board, who is convicted and found guilty of any one or more offenses identified in O.R.C. 3319.39.

20.02 DISCIPLINE PROCEDURE

A. No employee shall be disciplined except for violations of written rules or other just cause, including incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of provisions of this Agreement, or any other failure of good behavior, and any acts of misfeasance, malfeasance, or nonfeasance.

B. Disciplinary action shall include verbal reprimands, written warnings/reprimands, suspension, involuntary transfers, and termination of bargaining unit members. Discipline shall be imposed on a progressive basis. However, the parties recognize some offenses may be dealt with on a more serious basis, including the possibility of termination for the first or subsequent offense(s), considering the offense and its severity. Discipline shall be applied per instance. Progressive discipline shall be defined as the following:

1. Verbal Warning
2. Verbal or Written Warning/Reprimand
3. Written Warning/Reprimand, with or without suspension, without pay for up to five (5) days.
4. Suspension without pay beyond five (5) days.
5. Termination.

C. Upon request, each bargaining unit member shall have his/her union representative present at any disciplinary meeting and will be afforded a reasonable amount of time to locate a union representative. A bargaining unit member will be notified in writing of a disciplinary meeting beyond a written warning/reprimand. In the notification, the reason for the disciplinary meeting shall be stated. An employee may request that a union representative be present.

D. The results of the disciplinary meeting shall be communicated to the employee in writing within fifteen (15) days, unless further investigation is necessary.

E. No bargaining unit member shall issue any formal discipline to another bargaining unit member.

20.03 All written warnings and/or reprimands given as part of a disciplinary action will require that a copy be sent to the Union President.

20.04 The parties agree that failure to wear required personal protective equipment, failure to immediately report an injury, and/or knowingly creating a safety hazard/risk to self or others are among the appropriate grounds for discipline, up to an including termination.

20.05 Upon the request of the employee, disciplinary records pertaining to such employees shall be expunged from the employee's disciplinary record after twenty-four (24) months of no additional infractions following the initial infraction.

ARTICLE 21 – WORKER'S COMPENSATION

21.01 All employees covered under this contract are protected under the Ohio Worker's Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.

21.02 An injury incurred while performing assigned responsibilities must be reported on the day of injury to the injured employee's supervisor or other designated representative.

21.03 All applications for Worker's Compensation shall be processed through the Administrative office.

21.04 An injured employee shall have the option of applying for Worker's Compensation or using accrued sick leave.

21.05 If an injury to an employee occurs while on duty from an assault that was not initiated by said employee, Worker's Compensation will cover medical and lost wage claims.

21.06 The Board of Education will extend to the employee up to seven days of paid leave in order to cover days not paid by Workers Compensation during that first week. This paid leave will be filed for after the employee returns to work and will be a coordination of benefits with Worker's Compensation.

21.07 Documentation of injury and ability to return to work will be required to satisfy leave claims. An injury incurred while performing assigned duties shall be immediately reported to the injured employee's supervisor or, if unavailable, to the Director of Operations. Employees shall report all workplace accidents, injuries, and unsafe or unhealthy working conditions to their to their supervisors as soon as possible following the occurrence of the injury.

ARTICLE 22 – FUNDED WORK PROGRAM

22.01 The Union and the Board recognize the merit and economic advantages to the community and residents in providing a work site and work experience to students and adult workers from various agencies. These workers shall not be utilized in such a way that they would eliminate a bargaining unit employee position or are used in the capacity of a substitute.

ARTICLE 23 – TRANSPORTATION – GENERAL

23.01 The Director of Transportation shall provide a roster of students assigned to each bus, and a school calendar for the entire school year showing the days school is in session and days off periods. Each driver may pick up such calendar up to thirty (30) days prior to the beginning of the school year, and one (1) such calendar will be posted in the drivers' room at all times.

23.02 A seniority list of drivers shall be kept up-to-date and shall be posted in drivers' room at all times.

23.03 The position of On Bus Instructor will provide training to regular and substitute bus drivers for the district, working with and under the direction of the Transportation Supervisor. This position includes regularly operating as a bus driver during which duties the OBI will receive his/her bus driver rate. During those hours assigned by the Transportation Supervisor for OBI duties, including any mandatory training, the individual will receive his/her bus driver rate plus a $1 per hour adder.

23.04 It is a driver's responsibility to turn in his/her pay sheets as required to the Director of Transportation or designee. Any driver failing to do so will not receive a pay for that pay period.

Drivers will be paid at the regular rate for all time required to prepare route maps and passenger lists at the beginning of the year (up to a 4 hour maximum). Additionally, drivers will be paid extra time or overtime when applicable for changing route maps and or passenger lists throughout the school year as needed.

23.05 Regular assigned drivers shall be paid according to the salary scheduled adopted by the Board. Placement shall be according to a driver's years of experience in the school system and subject to experience credit.

23.06 Copies of driver handbooks will be available to all regular bus drivers, van drivers, monitors and other employees whose job requires a CDL, by request at the bus garage.

23.07 For the purpose of properly warming up buses, completing pre-trip inspection, keeping buses clean, and fueling buses; drivers shall be paid for ½ hour daily over the time of their regular run. For the purpose of doing final cleaning on buses at the end of the year, drivers will be paid at the following schedule:

3 hours for handicap buses
4 hours for 72 passenger buses
5 hour for 84 passenger buses

POSTING AND BIDDING OF BUS RUNS

23.08 A. The Board agrees that all regularly scheduled bus runs to be bid on for the coming year shall be posted in a conspicuous place in the bus garage one week before the scheduled bid date. Bidding will take place no later than two (2) weeks before the first day Vermilion Schools are in session. Bus monitors will be included in bidding for the available monitor positions.

B. Any driver awarded a handicapped run must have completed the Board required pre-award training, if any, and be deemed qualified as per the job description and "Driver Training for Handicapped Bus" memo in the bus driver handbook. Each year the Board will offer one or more alternate positions for handicapped runs. The successful bidder(s) will attend the required training with pay at the appropriate rate for the time spent in those meetings. No other payments will be made for this training.

The alternate(s) may be required to fill vacancies on handicapped runs should no qualified driver bid on such vacancies.

23.09 Bus runs will be listed according to the appropriate capacity, approximate number of stops, the approximate miles, the approximate time to complete route and bus number.

23.10 If run or assignment modifications are required, the assignment will be made by seniority with drivers available to cover the extra work.

23.11 Bid runs shall be awarded to the employee holding the highest seniority date bidding on a given bus run.

23.12 If, after the initial bids are accepted, a run becomes available because of a driver permanently leaving employment, the run shall be posted for a period of five (5) days and bid in accordance with the above bid procedure. A driver may only bid during the year on a route which is at least one hour per day more than that driver's current route.

All openings created through posting bid move will be filled as described in Paragraph 17.02.

23.13 Mid-day runs shall be bid separately, according to appropriate seniority. Drivers shall be paid one and one-half (1 ½) hours at their regular rate for mid-day runs. If using a bus other than that which is assigned to the driver for the morning or evening run, the driver will be paid for time actually spent fueling and cleaning this second bus. The driver shall first gain approval for fueling and/or cleaning from the Director of Transportation and, upon given approval, shall complete a time sheet accordingly. This time sheet shall be turned in during the pay period in which the fueling and/or cleaning were performed. Should the Board schedule separate mid-day runs, regular bus drivers may bid on the run as the regular driver or alternate (should the Board determine to offer an opportunity for an alternate). An alternate driver will be required to drive the run whenever it is temporarily open because the regular driver is unavailable. The

alternate will be paid at the non-driving rate for one route familiarization and will receive all openings on the runs.

23.14 If any run changes by more than 15% in driving time after the bidding process is complete, drivers may bump, based on seniority, to a bus run with more time. Exclusions to this plan are the handicapped runs and changes in any other run time due to temporary local conditions.

FIELD TRIPS/EXTRA REGULAR RUNS

23.15 Whenever possible, field trips will be posted five (5) days in advance and shall be awarded on a rotation basis by seniority from the posted list of drivers who have signed for the field trip. Sign up for these trips will be done on a monthly basis and all contracted drives will be eligible.

23.16 A. If a signed driver does not desire field trips or shuttle runs, he or she shall have the option of withdrawing their name from the rotation list. However, if the driver remains on the list, there will be no trading of positions on the list and, if a field trip is refused for any reason, the driver's name shall be placed at the bottom of the list.

B. Three (3) turn-in of trips assigned in one month without medical excuse or emergency reasons may result in a driver's name being removed from the list for the following month. Turn-ins of trip assignments made less than twenty-four (24) hours before the trip start will not count toward the three turn-ins.

23.17 All scheduled field trips will be taken. If a contracted driver signed for regular rotation and is not available, other regular drivers will be asked, and then substitute drivers will be asked to take the trip. If no substitute is available, the junior-most driver on the seniority list who can be reached will cover the scheduled trips if not already driving. In the event that a driver is required to dock any portion of their regular run to take a field trip, they will be paid their regular driver rate for the remainder of their contracted time for the day. They will then be paid at the field trip rate for the remainder of the field trip time.

23.18 There shall be a minimum of five rotation lists established for field trips: one for long or all day trips; one to cover trips starting in the A.M.; one to cover trips starting in the P.M. (before 4:00 P.M.); one to cover evening trips and weekend trips; one to cover handicapped trips. To be placed on the handicapped field trip list, the driver must be pre-trained and authorized to drive handicapped students by the Director of Transportation. All other non-handicapped trips shall be posted as soon as possible and offered to drivers according to seniority. If a trip is cancelled for any reason, the employee who was scheduled to take the trip shall be next in line to choose the next available open trip in the field trip rotation. Once that trip is filled, the employee will go back in the normal rotation.

23.19 Shuttles will be for school activities where students are shuttled from school to school, or other local sites, and the run does not exceed one-half hour. Shuttles are also to be in conjunction with or just before or just after the regular run. Shuttle pay will be for time exceeding regular work schedule and at the rate established in Article 41.01.

23.20 Substitutes will be used in the case of absence of drivers on regular runs. They may also be used on special runs when all avenues of driver assignment, according to paragraph 23.16 are exhausted.

23.21 The Director of Transportation shall post a monthly roster of all drivers offered trips and keep a duplicate roster for verification, should a discrepancy occur.

23.22 Drivers that take scheduled split trips will be paid even if the second part of the split is cancelled. The pay will be based on a minimum of two (2) hours at the driver rate or, if larger, the actual drive time of the first phase of the trip, multiplied by two (2).

DRIVERS LICENSE REQUIREMENTS AND EXPENSES

23.23 A. Replacement C.D.L. will be paid to the driver as is required to maintain license for employment by the Board.

B. In-service and training will be paid to driver only the first time the driver is required to be retested because of new laws. Fees and charges, including abstracts, physicals and testing will be paid by the Board.

C. Any current bus driver who fails to meet legally required qualifications for school bus drivers will be given an opportunity to work elsewhere in the school system, providing openings are available. If the driver regains certification, he/she will be reinstated with no loss of seniority or other rights as long as the absence does not exceed one year. This paragraph does not apply in cases where driver's licenses are pulled for violation of state or federal laws.

D. The parties recognize each party's rights and obligations pursuant to the alcohol and drug testing regulations promulgated under the Omnibus Transportation Employee Testing Act of 1992.

Necessary time for traveling to, participating in the alcohol and drug testing and returning to the District will be paid at the employer's regular rate (substitute rate plus $.25 per hour). A bargaining unit member who tests positive for alcohol or drug use pursuant to these regulations will reimburse the Board for all costs associated with confirmatory, return-to-duty and follow-up testing. Assessment, evaluation and testing to insure compliance with aftercare or compliance post violation are the employee's responsibility and will not be paid.

23.24 Van Drivers

A. Vans may be used when school bus transportation cannot reasonably be provided. In addition, vans may provide transportation to and from school for preschool children, special needs children, homeless children, children inaccessible to school buses, private or community school students, students placed in alternative schools, or in other instances the Board deems necessary.

B. Van drivers will bid on van routes in the same manner as bus drivers bid on bus routes.

C. The use of school vans for extra trips, field trips, and athletic activities and events will be offered as follows on a seniority rotation status:

1. First to van drivers, and if no van driver accepts the trip;
2. Then to bus drivers, and if no bus driver accepts the trip;
3. Then to bus mechanics, and if no mechanic accepts the trip;
4. Then to team coaches or other qualified persons outside of the bargaining unit.

ARTICLE 24 – SUBSTITUTES

24.01 Part time employees may be hired for all classifications and substitutes will be contracted for all classifications. If at all possible, an adequate substitute list will be maintained.

24.02 Any substitute working 120 or more days in one year will be given one year of service credit on the salary schedule if hired the following year as a full time employee.

24.03 Substitute workers are not included on any regular seniority list, nor do substitutes have seniority for consideration of a full time contract.

ARTICLE 25 – SICK LEAVE (O.R.C. 3319.141)

25.01 An employee accumulates one and one-fourth (1 ¼) days of sick leave for each completed month of service. Fifteen (15) days of sick leave will be granted per year. Employees with less than two hundred sixty (260) day contracts can accumulate sick leave days up to a maximum of two hundred twenty (220) days. Employees that work two hundred sixty (260) day contracts can accumulate two hundred thirty-five (235) days of sick leave.

Since sick leave is cumulative, an incoming employee with prior experience should request the Treasurer of the prior employer to certify to the Treasurer of the Board the employee's Ohio sick leave record.

25.02 Sick leave may be used for absences due to personal illness, illness or disability associated with pregnancy, or injury or death in the employee's immediate family.

25.03 Immediate family, as used herein, shall include father, mother, brother, sister, spouse, foster child, grandchild, uncle, nephew, aunt, niece, brother-in-law, son-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents and member of the immediate household.

25.04 Sick leave balance will be current and posted once per month on each employee check stub.

25.05 Sick leave may be used in one hour increments.

25.06 Sick leave incentive – see Article 26.08.

25.07 Should an employee use sick leave for four (4) or more consecutive days, or use sick leave in a pattern of possible abuse, a doctor's excuse may be required for return to duty. Failure to do so could result in discipline, including a dock in pay.

25.08 To report off work for purposes of sick leave, the employee must inform their district supervisor and post to the absence management online system.

25.09 Sick Leave Accumulation and Conversion Procedure

A. For the purposes of sick leave accumulation only, a "day" shall be defined as the total contracted number of hours worked each day. Time worked beyond the regular assignment hours, including overtime, shall not be considered for sick leave accumulation purposes. Should the employee hold two contracts, for example, one as a bus driver and one as a cook, the Treasurer will use the total number of hours in the two contracts as the basis for calculation of sick leave.

25.10 Family Medical Leave Act – Both parties recognize that under O.R.C. 4117 that neither party can bargain contrary to the federal law. Therefore, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 and amendments thereto. Furthermore, the Board recognizes the employees' rights and freedom to exercise those rights under the FMLA, and equally the union recognizes the Board's right and freedom to exercise their rights under the FMLA.

A. A member of the bargaining unit who has been employed in the District for 12 months, and has worked at least 1,250 hours during that period is eligible for leave as provided under the Family and Medical Leave Act of 1993 (FMLA).

B. Leave under the FMLA guarantees paid medical insurance during the period of leave. A member of the bargaining unit who applies and is qualified may take up to 12 weeks of FMLA leave in any twelve (12) month period. That

12 month period begins the first day of their leave approved under the FMLA.

C. Leave under the FMLA can be used for birth of a child, adoption/foster care, serious medical condition of the employee or employee's spouse, child or parent.

D. Application for leave under FMLA must be made 30 days in advance, except in cases of emergency.

E. A member of the bargaining unit may use a combination of paid sick leave and unpaid leave under the FMLA. When using any combination of sick leave and FMLA leave, the first day of the twelve (12) weeks of insurance coverage begins with the first day of leave, regardless of its type.

F. Rules governing the eligibility and application of Section 25.07 will be those in the FMLA of 1993 and amendments thereto, and the implementing policies adopted by the Board.

25.11 Absence Day Reserve Plan

1. To qualify for the Absence Day Reserve Plan, the bargaining unit must submit a doctor's statement to the Treasurer certifying that the member is unable to work due to serious unforeseen personal or family illness, pregnancy, miscarriage, childbirth and recovery and have been employed for twenty-four (24) months.

2. No bargaining unit member may receive more than an aggregate of their equivalent of 30 days donated sick leave days in any one school year. Donation of sick leave shall be initiated by a bargaining unit member on a form furnished by the Treasurer (Appendix A). Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating member. Example: An employee contracted for 5 hours a day can receive up to 30 days of sick leave donation. This would be calculated at 30 days x 5 = 150 hours.

3. If a bargaining unit member exhausts his/her sick leave accumulation, another bargaining unit member may voluntarily donate up to six (6) days of his/her accumulated sick leave to the absent member. The absent member will be credited with one (1) day for one (1) day donated. For the purposes of this article one (1) day will be considered eight (8) hours.

4. Donated sick leave days must be submitted to the Treasurer three (3) work days prior to the need of the absent member. This requirement may be waived at the discretion of the Superintendent. However, any waiver decision by the Superintendent shall not set precedent for future request for waiver.

5. Donated sick leave may not be used for severance pay and will not carry over from one school year to the next.

ARTICLE 26 – PERSONAL LEAVE

26.01 Each member of the bargaining unit shall, for good cause shown, be entitled to three (3) days non-cumulative personal leave per school year, without loss of pay or accumulated sick leave. Request for personal leave shall be made to their direct supervisor at least three (3) days in advance of the anticipated absence.

A. Employees who are hired on a contract after the contract year starts and result in less than a full year of credit will receive personal leave based on a pro-rating of three (3) days to the nearest half day for that year.

B. Personal leave may be utilized in half day increments.

26.02 In cases of emergency, requests to their immediate supervisor shall be made as far in advance of absence as is practicable in order that proper arrangements for handling the employee's duties may be made. Further, if circumstances make advance request impossible, the employee shall notify their direct supervisor of the reasons for leave as soon as is practicable and approval by his/her designee, will, when appropriate, be granted after the fact.

26.03 Personal leave may be taken for reasons other than specified above with the prior approval of their direct supervisor or his/her designee. Immediate family shall include: father, mother, brother, sister, spouse, child, foster child, member of the immediate household.

26.04 Requests for consecutive emergency days must have prior approval of the Director of Operations.

26.05 A. These three (3) days may not be scheduled for days just before a holiday or just after a holiday or vacation period or a recess in the work schedule.

B. Personal leave will be restricted to no more than one employee from any work site classification on any day. Request will be granted on personal days based on date of request and seniority if the date of request is the same.

26.06 Violation of the above standards and criteria established shall be subject to disciplinary action.

26.07 Employees will utilize the district absence management online system for personal leave.

26.08 Pay incentives will be offered on the use of sick leave and personal leave. Request for incentive payment must be in writing to the Treasurer's Office by July 15. The incentives are as follows:

a) An employee who uses no personal leave from July 1st through June 30th of a contract year will receive an additional day of accumulated sick leave. Alternatively, an employee may elect to receive one hundred dollars ($100.00) in extra pay for each unused full day of personal leave, if the Request Form is submitted to the Payroll Office by the first pay in July.

b) Employees who do not use sick leave during any school quarter will receive a $75.00 stipend to be paid in the closest pay period following the close of the quarter.

26.09 Should personal leave be cancelled after approval, the affected employee will be notified as soon as possible. In addition, the employee will receive a $25 emergency rescheduling fee.

ARTICLE 27 – ILLNESS AND DISABILITY LEAVE

27.01 In accordance with Ohio Revised Code Section 3319.13, upon written request of an employee, the Board shall grant a leave of absence for a period of not more than two consecutive school years when the reason for the request is illness or other disability. If requested by the Board, the employee requesting such leave shall provide the Board with a written statement from the employee's physician that says employee is unable to perform his/her duties due to illness or disability. Nothing contained herein shall be construed to waive the physician/patient privilege of confidentiality. Requests to renew unpaid leave are at the discretion of the Board.

27.02 Upon the return of the employee from such leave, he/she shall resume the contract status held prior to such leave and be placed in a comparable assignment to the position held prior to such leave.

27.03 It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

ARTICLE 28 – MATERNITY LEAVE

28.01 A leave of absence, if required by the continued disability of a new mother due to pregnancy and delivery, shall be granted for maternity purposes to female employees of the school district on the following basis:

28.02 NOTIFICATION – When the employee determines she is pregnant and prior to the end of the fourth month, she must notify the Assistant Superintendent (or designee) office, in writing, with a statement from her physician which provides his estimate of the

delivery date and evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.

28.03 COMMENCEMENT – The employee must notify the Assistant Superintendent (or designee) office in writing, by the end of her sixth month of pregnancy, of the date she wishes to commence her leave of absence. Such notice must include a written statement from her physician attesting the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes statements from her physician attesting the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes statements from her physician upon reasonable request.

28.04 DURATION – The leave may be for up to one year (including any FMLA leave) from the date of its commencement and the employee may return to work at the start of the next school year, or earlier if the substitute worker is not under a regular non-teaching contract, provided she notified the office of the Assistant Superintendent (or designee) at least sixty (60) days prior to the date she wished to return and furnishes a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. If an employee fails to notify the office of the Assistant Superintendent (or designee) within sixty (60) days prior to the expiration of such leave, or provides notices and fails to return upon the expiration of the leave, she shall be deemed to have resigned and the obligation of the school district to provide a position to her will cease.

28.05 OPTION TO USE SICK LEAVE WHILE ON LEAVE – The employee may elect to utilize her accumulated sick leave during her confinement due to pregnancy and the recuperation period. Sick leave will be paid only during the time period in which a physician certifies the employee to be unable to perform her duties and responsibilities, and only to the extent of the number of days accumulated.

28.06 Such employees are subject to all agreements pertaining to employee assignments, transfer and promotion, contract non-renewal, employee evaluation and staff reduction.

28.07 RETURN FROM LEAVE – Upon her return, she shall be placed in her same or similar position for which she is qualified. All benefits shall be reinstated upon her return. However, she shall not advance in increment unless she worked at least 120 days of the school year in which her leave commenced.

ARTICLE 29 – JURY DUTY

29.01 School employees are no longer exempt from jury duty. Permission to be absent from school for jury duty will be granted by the Superintendent, or his designee, upon written notice of the employee receiving a summons and/or being selected for jury duty. Notification should include the date, time and court where duty is to be serviced.

29.02 The employee is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation.

29.03 Employee's pay will continue while on jury duty and/or when called for possible selection for jury duty. Pay will be docked if the employee does not present certification of jury service from the court to the Board's payroll office fifteen days after duty.

29.04 An Employee who is subpoenaed to appear as a witness in a matter, in which the employee is not a party, which arises out of the employee's performance of his/her duties will be compensated at their regular rate of pay.

ARTICLE 30 – MILITARY LEAVE

30.01 A classified employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Employees on Military Leave shall accumulate seniority.

ARTICLE 31 – SEVERANCE PAY (O.R.C. 124.391)

31.01 Employees who elect to retire and meet the requirements of Revised Code 124.391 shall be paid a lump sum equal to one fourth (1/4) of up to 230 days of accrued sick leave credit. Such payment shall be based upon the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to an employee and will only be paid upon acceptance and certification by the employee's retirement system that the employee has elected to retire.

31.02 Application for severance pay must be made within 90 days after employee leaves service.

31.03 A. An employee who becomes first time eligible for retirement during a contract year and retires during that contract year or at the end of that contract year will receive severance payment of one half (1/2) of their unused sick leave, not to exceed on hundred eighty (180) days.

B. Any employee who is eligible and does not retire under the provisions of Paragraph 31.03(A) will receive severance payment as described in Paragraph 31.01.

ARTICLE 32 – CALAMITY DAY

32.01 All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed due to an epidemic or other public calamity. This calamity pay is an advance on any replacement days required of less than 12 month employees that school year.

32.02 Any non-twelve month employee required to work on a calamity day will have an option of taking additional pay at the rate of one (1) times the rate on regular time and one and one half (1 ½) times the rate over eight (8) hours, or opt to take time off within the following five (5) days.

32.03 Twelve month employees will report to work on calamity days as on any other work day, and be paid time and one half (1 ½) rate for all hours worked on the calamity day.

ARTICLE 33 – EMPLOYEE EXPENSES AND MATERIALS

33.01 Uniforms

A. The Board will provide uniforms, six (6) shirts and six (6) pants for mechanics, maintenance and custodial, and six (6) shirts for bus drivers, through a Board approved vendor. The supervisor from each department and the Director of Operations will meet annually prior to the end of the school year to review options for the selection of uniforms from the Board approved vendor for all department employees who are required to wear a uniform.

B. The Board shall pay for the purchase, lease or rental of uniforms required by the Board to be worn or used by the employee. Cafeteria staff uniforms will be provided bi-annually in the form of five (5) pants and five (5) tops selected by the Director of Operations in consultation with the Food Service Manager. Each food service employee will receive reimbursement of up to $200 for the purchase of up to two (2) pairs of appropriate leather, non-slip tennis shoes.

33.02 The Board of Education agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

33.03 Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to protect the safety of the employee or others, the Board agrees to furnish such equipment or gear.

33.04 The Board of Education agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including, but not limited to, the provisions outlined in Chapter 33 of the Ohio Revised Code. The Board

shall pay the hourly rate on the employee for time taken to complete the medical examination required by law to a maximum of one (1) hour.

33.05 Accredited training courses pertinent to the employee's position can be taken and the fees reimbursed following these steps:

A. Advance clearance by the supervisor.

B. Presenting of a receipt for the course fee.

C. Presenting a certificate of satisfactory completion of the course.

33.06 A mileage rate up to the current IRS travel rate per mile will be paid if that rate is approved by the Internal Revenue Service as non-taxable. Rate changes, if made, will be in correlation with IRS adjustments.

33.07 Employees not provided with uniforms will report to work in clean and appropriate clothing for the work assigned.

33.08 All members attending an overnight training will be reimbursed according to the following schedule:

Meal Reimbursement – Employees are to claim meal expenses up to amounts authorized. Lunch will be reimbursed for any all-day conferences. Receipts are required for meals and will be reimbursed with the limits set for below. No meals are to be charged if provided as part of the conference registration fee.

Breakfast - $5.00
Lunch - $10.00
Dinner - $20.00
Lodging Reimbursements: Up to $150 per night plus tax. Receipts are required.
Incidental Expenses: Parking, etc. receipts are required.
All employee reimbursements shall be made by ACH.

ARTICLE 34 – HEALTH AND WELFARE BENEFITS

Effective January 1, 2017, the Board will implement the Premium Plan (LERC) for all new hires and for those current employees covered by health insurance for employees scheduled to work thirty (30) or more hours per week. The Minimum Value Plan will also be provided as an option as of January 1, 2017. The Board will assume the premium cost of 85% of any and all such benefits. Refer to the LERC Plan.

34.01 The Board shall pay premiums in the following amounts for Health/Major Medical, Prescription Drug, Dental and Optical for all employees who elect (LERC 1) coverage:

Daily Schedule	Effective 7/1/16
Full Time (6 or more hours)	85%
Part Time (5 or more hours)	75%

However, bus drivers and bus monitors assigned to regular routes shall be provided the paid individual optical plan with family coverage at the employee's expense.

34.02 The Board of Education agrees to continue payments for all benefits programs provided for in this Article during the absence of any employee in the bargaining unit who is on paid sick leave for a period not to exceed thirty (30) days beyond paid leave.

34.03 The Board will pay any cost for benefits under this Article and schedule by 35.05 and 35.07 until the date any employee leaves employment by resignation or termination.

34.04 Full-time employees (unless married to another District employee) or LERC District may "opt out" of all Article 34 coverages and receive a monthly stipend in lieu of such coverage in the following amounts:

Single plan: $100.00 per month
Family plan: $200.00 per month

Short hour employees who were employed on or before June 30, 2016, will retain access to health insurance benefits in accordance with the provisions of this Article as is appeared in the 2013-2016 Agreement for as long as they remain consecutively employed and enrolled in Board insurance.

Election to "opt out" or re-enroll may ONLY be made in the window period at least 60 but no more than 90 days prior to the insurance renewal date of September for each year.

34.05 The Board shall provide $300.00 to each employee in a Flexible Spending Account per calendar year.

34.06 Open enrollment dates for insurances will be determined by the Treasurer in consultation with providers and communicated to employees as soon as possible.

34.07 All employees will be entitled to a $35,000 life insurance policy paid by the Board.

ARTICLE 35 – HOLIDAYS

35.01 The Board agrees to provide all qualified employees in the bargaining unit with the following paid holidays:

A. New Years Day – January 1
B. Martin Luther King Day – third Monday in January

C. President's Day – third Monday in February
D. Good Friday – Friday before Easter
E. Memorial Day – last Monday in May
F. Juneteenth – June 19th
G. Independence Day – July 4
H. Labor Day – first Monday in September
I. Thanksgiving Day – fourth Thursday in November
J. Friday following Thanksgiving will be a paid holiday for all 12 month employees
K. Christmas Day – December 25

35.02 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

35.03 To qualify for a paid holiday, the employee must work the last regular scheduled work day during the pay period immediately preceding the holiday and the first regular scheduled work day during the pay period immediately following the holiday.

35.04 Exceptions to 35.03 are: doctor certified illness of employee or vacation scheduled in advance.

35.05 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 or January 1 shall be paid for those holidays, provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding and succeeding the holiday period. Employees will not otherwise receive a paid holiday for any holiday which does not fall on the employee's scheduled work day.

35.06 All assigned legal holidays in paragraph 35.01 will be paid as directed m O.R.C. 3319.087.

ARTICLE 36 – VACATION PLAN

36.01 All 12 month employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis – July 1 through June 30.

36.02 Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation may be granted in the fiscal year in which it is earned, provided it is not advanced in any form.

36.03 Vacations will be based on the following schedule for 12-month employees with an anniversary date of July 1:

A.

LENGTH OF SERVICE	VACATION
From 1 year through 6 years	2 weeks/year
7 years to through 13 years	3 weeks/year
14 years and over	4 weeks/year

B. New employees in a classification that earn vacation will receive pro-rated vacation from date first entering that classification to the anniversary date that vacation is based on (July 1). However, no vacation pay will be given unless the employee works through an anniversary date.

36.04 Employees will be able to carry over 40 hours of vacation time plus be able to be paid up to an additional 40 hours of unused vacation time.

36.05 Any employee leaving service for any reason will be paid all unused vacation time at his or her current hourly rate.

36.06 To be eligible for 100% vacation benefit, full time employees must work at least 90% of the contract year. Employees that work less than 90% will earn a pro-rated vacation based on days worked.

36.07 Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status on straight time day rate.

36.08 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Board may grant such request in accordance with vacation dates available at that time.

36.09 When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee may request an extension of vacation days for each holiday falling within that period.

36.10 Vacations must be applied for using the absent management software five (5) working days in advance for vacations over a week. All attempts will be made to grant these vacation requests, providing that normal operation of the schools are not disrupted. Not more than one (1) employee from each classification may be gone at any one time unless approved by their supervisor.

If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given preference.

36.11 Vacation use will be limited to no more than two (2) weeks at any one time unless approved by their Supervisor.

ARTICLE 37 – HOURS AND OVERTIME

37.01 Normally, the school calendar as set by the Board shall be the calendar by which all employees shall operate. However, certain positions and duties may cause an employee to work days and/or hours that vary from the regular Vermilion Local School District calendar due to work assignments involving students from other schools.

37.02 The work week shall consist of five (5) consecutive days and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the School District.

37.03 The length of the work day shall be designated by the Board for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. An employee's daily hourly rate and assigned hours (except drivers) shall be stipulated within their annual notification of salary. When additional hours are assigned to a part time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority under bid procedure.

37.04 All employees covered by this Agreement shall be entitled to an unpaid and uninterrupted lunch period, except in an emergency situation. The length of time for school lunch period shall be no longer than one (1) hour, nor less than one-half (1/2) hour and shall be scheduled for full-time employees that work more than four (4) hours.

37.05 An employee required to work through his/her lunch period shall receive pay at the rate of time and one-half (1 ½) for all time worked beyond the work day, including lunch period time.

37.06 All employees working four (4) hours or more shall be entitled to a rest period which, insofar as practicable, shall be in the middle of each four hour working period. That rest period will be for ten (10) minutes.

Specified periods may be designated only when the operations of the Board require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for employees.

37.07 If any employee's Board assigned work schedule is such that it does not allow sufficient time to vote in any Federal, State or Local election in which that employee is entitle to vote, the Board shall arrange to allow sufficient time for such voting by the employee.

37.08 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of time and one half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any regular time worked in excess of eight (8) hours per any one day or any one shift or in excess of forty (40) hours in any calendar week.

All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6^{th}) consecutive day of work. All hours worked on Sunday shall be compensated at double the employee's regular rate of pay.

All hours actually worked on paid holidays designated by this contract, will count towards overtime accumulation and shall be compensated at time and one-half, which will be in addition to the employee's holiday pay, if applicable.

37.09 Any employee in the bargaining unit whose assigned work shift commences between 12:00 Noon and 11:30 P.M. shall be paid a shift differential premium of forty cents (40¢) above the regular rate of pay for all hours worked during that shift schedule.

37.10 Compensatory time off may be given in lieu of cash payment for overtime hours worked as long as the time off complies with all Federal Wage and Hour Standards and/or Ohio law. Compensatory time off in this case will be at the rate of one and one-half (1 ½) times the actual number of hours worked qualifying for overtime. The accumulation of compensatory time can be used in accordance with a schedule agreed to by employee and employee's immediate Supervisor.

37.11 All overtime or extra work shall be offered to employees by classification as follows:

A. Overtime hours available will be posted as soon as known by the site lead worker.

B. Overtime will be assigned on a rotation basis by classification seniority among those at that site.

C. If overtime is refused by all employees at a site, it will be offered by rotation to other workers in that classification from the District. If none of the workers in that classification from the District accept the overtime work, then the least senior employee at the site is required to accept the overtime work. If more than one worker is required to work overtime at a site, then the number of employees needed at the site to work the overtime will be determined by reverse seniority, from the least senior employee at the site to the most senior employee at the site.

37.12 Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at his/her appropriate rate of pay under this agreement.

37.13 Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

37.14 Any employee required to attend required training programs will be paid at their regular rate of pay, or, if overtime (over 8 hours per day or 40 hours per week) is required, time

and one-half will be paid. The one exception to this will be the Erie County Bus Driver Dinner and Seminar, which will be paid a two hour maximum, including travel.

37.15 Time sheets will be submitted to the Treasurers' office in intervals of 15 minutes. Example: 7.07 am should be submitted at 7:00 am: 7:08 am should be submitted at 7:15 am.

ARTICLE 38 – FOOD SERVICE

38.01 When a group, through a building use form, requests the use of the kitchen, a food service employee will be assigned to work the area.

38.02 Training will be given to all food service workers at a work site so they can operate all major pieces of equipment.

38.03 A. Extra hours or banquet work will be assigned by seniority within each building on a rotating basis, providing the employees accept training for the area of responsibility.

B. Extra hours at any site that are refused by the site workers will be offered to the next senior employee on a rotating basis.

38.04 Substitutes will be called in for the three (3) hour minimum position. Should a substitute not be found, the time will be assigned to site employees.

38.05 A. Banquet or outside caterers will not be permitted in the kitchen area until after 1:00 P.M. or the kitchen area is cleared.

B. School groups and civic type groups may have work done, if time and equipment are available, during school hours, except during one-half hour before serving until one-half hour after serving. The extra hours will be assigned as needed.

38.06 If regular employees all pass on extra hours, the least senior employee will be made to work.

38.07 From time to time food service workshops are offered that would be of benefit to district food service employees. The Director of Operations shall require Food Service Managers to attend specific training so they maintain the required certificate. Should this training occur during the summer or other non-work day, the employee will be paid their regular hourly rate in effect at the time of the workshop, in payment of time spent while the workshop is in session. Food Service Assistants are not required to attend the summer break training required of Food Service Managers. Annually, food service workers may complete a training course that offers Food Service Education credits that count toward Food Service Certification and shall be reimbursed $125.00 for that training to be paid in the first pay period of the school year.

38.08 Food Service General

A. Cafeteria extra assignments for Food Service employees for special events will be paid a 50% premium for the hours worked on these assignments which do not otherwise qualify for overtime or other premium pay.

B. Food Service Managers and Assistants holding a current SERVSAFE Manager (6 hour) or Person in Charge certificate will receive a $200.00 stipend (an employee will receive compensation for only one (1) certificate, if holding both). Valid certificates must be sent to the Director of Operations no later than January 15th of each calendar year. The SERVSAFE Manager stipend will be paid in one lump sum.

38.09 When the Food Service Manager is out and the six (6) hour Food Service Assistant is covering, the Food Service Assistant shall receive the Food Service Manager rate of pay after the 5th day.

ARTICLE 39 – HEALTH AND SAFETY

39.01 The Board promotes a safe and healthy school environment and work place. State and Federal regulations will be followed where mandated and used as guides where not mandated. To further promote a safe and healthy work environment for employees of the District, safety meeting shall be held at least three times per year in the Operations, Food Service and Transportation departments. Department employees shall be paid at their regular rate of pay for attending these meetings. Unless on vacation, department employees shall be required to attend these meetings.

39.02 Safety and Health concerns are to be reported immediately by verbal or written communication to the employee's immediate supervisor.

39.03 No employee will be discriminated against for reporting any unsafe or unhealthful condition.

39.04 There will be posted, in all custodial or operational work areas, the "Safety Data Sheets" distributed by the manufacturers of all hazardous material. All employees will be reminded regularly to review these sheets for their safety.

The Board will provide training and special equipment for any employee that works with or near any hazardous material.

39.05 The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial relations until after the Board and Administration have been notified of the complaint and have had the opportunity of at least five (5) business days to resolve the complaint.

39.06 Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code, because the public employee acting in good faith has the right to refuse to work under conditions that the public employee reasonably believes present an imminent danger of health or serious harm to the public employee, providing that the condition is not as normally exists or reasonably might be expected to occur in the normal and regular duties of the public employee, the bargaining unit member may be temporarily reassigned while the condition is investigated and/or corrected.

39.07 A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

39.08 Mandatory Drug Testing

The parties agree that health and safety are vital to the workplace and that meeting those objectives can best be accomplished in a drug-free environment. All bus drivers, bus mechanics, van drivers, and other safety-sensitive employees as determined by the U.S. Department of Transportation shall be subject to reasonable suspicion, post-accident and random drug and alcohol testing.

ARTICLE 40 – WORK RULES

40.01 Copies of newly established work rules, or amendments to existing work rules, will be furnished to the Union President within 30 days of implementation. No such work rules, or directives, shall conflict with or violate any provision of this Agreement, and such rules and directives shall be reasonable and applied consistently where applicable.

ARTICLE 41 – SPECIAL RATES FOR WAGE SCHEDULE

41.01 TRANSPORTATION

A. All shuttles will be paid at the driver rate for actual time worked beyond the contracted time.

B. Field Trips will be paid at a rate of $18.50 per hour not including all required pre-trip preparation and post-trip clean up.

1. The advisor, coach, or teacher in charge of the overnight Field Trip shall designate the hours that the driver is on-site and available, within guidelines established with the administration prior to the trip.

C. Minimum pay for scheduled but not cancelled trips which are not completed is 1 ½ hours of field trip rate, including all preparation and clean-up time.

41.02 CUSTODIAL MAINTENANCE

A. When a Facility Manager is trained and qualified in computer work and can control the H.V.A.C. system an additional $600.00 stipend will be given.

B. Head Night Custodian working at that assigned position: $650.00 per year

C. All state and local construction, repair and maintenance license holders hired after July 1, 2022 who have prior experience working in their respective field will receive $600.00 per year premium for each license that covers a field relating to the work assignment.

1. In lieu of duplicate reimbursement in "C" above, a reimbursement of $1800.00 will be made to the employee who:

a. holds a State of Ohio, Department of Industrial Relations license as an "Electrical Contractor;" or
b. holds an HVAC License; or
c. such alternatives to the above which the Board determines to be equivalent in nature.

D. When an employee is assigned to the Facility Manager duties due to absence, the employee will not lose any shift premium. If the assignment is for a period of more than five (5) working days, the employee will receive an additional thirty-five cents ($0.35) per hour after the fifth (5) day.

E. When an employee is assigned to Head Night duties due to the absence for a period of more than five (5) working days, the employee so assigned will receive an additional $0.25 per hour after the fifth (5) day.

41.03 Should the Principal request an employee to work a student event, the working employee will receive the employee's regular hourly rate (with premium if applicable) for the hours of requested attendance, following the guidelines outlined in Article 37.11. The number and roles of these employees at any particular event is at the discretion of the administrator.

41.04 Any employee who holds an Associate's Degree or higher shall receive an additional 5% increase on the wage scale when it is related to their job description as determined by the Treasurer. An employee who disagrees with the Treasurer's determination may appeal that determination to the Superintendent, whose decision shall be final.

ARTICLE 42 – WAGE SCHEDULE AND RETIREMENT PAYMENT SCHEDULE

42.01 EARLY INCENTIVE RETIREMENT OPTIONS

In the event there is a planned staff reduction of 10 or more bargaining unit employees, including more than one classification, within a three month period, the Board may exercise the option of an early incentive retirement plan. The option would be for the minimum time permitted by State regulations and all provisions must comply with State regulations for the time period.

42.02 A. The Annual Salary Notice shall include the first and last pay dates for the contract year and indicated the total number of pays for that year. Annual wages for each employee shall be calculated for each contract year (July 1-June 30) based on the hourly wage rates set forth in the Collective Bargaining Agreement. The annual wage calculation for 12 month employees will be based on 260 days worked per contract year. In years in which the actual number of potential work days (defined as Monday through Friday except paid holidays) exceeds 260 (either 261 or 262) the one or two excess days will be designated as non-work, unpaid days which will count as part of the work week under Section 37.08 for those employees. Those days are to be mutually agreed to prior to July 1 of any such year.

B. Salary payment shall be made in twenty-four (24) pays through electronic direct deposit.

i. Payday shall be the fifteenth and thirtieth of each month. The annual wages will be divided into 24 equal pays.

ii.. All hours worked above the employee's contract hours will be turned in on the 1st and 16th of each month. Those hours will be added into the employee's next paycheck.

42.03 The annual salary of employees whose work varies from the school calendar shall be determined for the purpose of equal payments over 12 months, as soon as practical for the school year.

The method used to calculate the salary shall be to determine the normal hours per day for each district of assignment (plus clean-up/prep time for bus drivers as applicable). This daily hour amount shall be multiplied by the number of days to be worked in that district to arrive at the hours for the year multiplied by the applicable hourly rate to determine annual salary for each district of assignment. The total salaries for all districts of assignment per employee will be divided by the number of annual pay periods to determine the regular payroll amount. Copies of all supporting documentation as well as a summary of the calculations shall be submitted to the Treasurer's Office signed by the employee and supervisor prior to payment being made.

All work days will be counted as service days for retirement system and Ohio Bureau of Employment Services reporting purposes.

ARTICLE 43 – ASSAULT LEAVE

A. Any employee who, without fault, must be absent due to physical disability resulting from an assault on such employee which occurred in the course of Board employment shall be entitled to Assault Leave with pay under the conditions stated hereinafter.

B. Assault Leave shall not be approved unless and until the employee or designee authorized by the employee furnishes the Treasurer with a signed statement on the form prescribed by the Board and maintained by the Treasurer. This statement shall indicated the nature of the employee's injury, the date of its occurrence, the identity of the alleged assailant(s), if known, the facts surrounding the assault, and the willingness of the employee to participate and cooperate fully with the Board in pursuing legal action against the alleged assailant(s). If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature and duration of the disability.

C. Assault Leave shall be granted for a period of the employee's physical disability or 30 calendar days, whichever is less. If duration of the physical disability exceeds 30 calendar days, the employee may apply for an extension of Assault Leave which will then be considered and acted upon by the Board. In no event shall Assault Leave exceed the actual duration of physical disability.

D. "Pay", as used in this Section, means the salary or hourly or per diem rate of the employee, whichever is applicable, under the employee's basic contract of employment in effect at the time of assault exclusive of (1) any supplemental contract of employment; and (2) any worker's compensation due to employee by virtue of the employee's physical disability.

E. If the employee receives benefits under the State Employees Retirement System (Chapter 3309 Ohio Revised Code), or if the employee's employment by the Board ceases for any reason whatsoever, Assault Leave under this Section shall automatically terminate.

F. Falsification of either the signed statement or physician's certificate required under this Section shall constitute grounds for suspension or termination of the employee's employment under Section 3319.081 or Section 3319.16 of the Ohio Revised Code, whichever is applicable.

G. Assault Leave approved under this Section shall not be charged against the employee's sick leave or any other leave that may be granted under the Board's rules and regulations.

ARTICLE 44 – ENTIRE AGREEMENT CLAUSE

This Memorandum supersedes and cancels previous agreements, verbal or written or based on alleged past practices between the Board and the Local and constitutes the entire Agreement between the parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Alleged past practices between the Board and the Local and constitutes the entire Agreement between the parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 45 – SALARY SCHEDULES

Bargaining unit members shall be paid on the Wage Schedules attached as Appendices A-1, A-2 and A-3.

A. The Paraprofessional salary schedule will include $200.00 upon proof of State required certification.

B. The Facility Manager salary schedule will include $1,400.00 in lieu of the stipend.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #332

By: Rochelle L Wilson
President

Date: 6/10/25

VERMILION LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By: [signature]
President
Vermilion Local School District
Board of Education

Date: 6/10/2025

2025-2026 Salary Schedule

Effective July 1, 2025 to June 30, 2026

Job Classification	1	2	3	4	5	6	7	8
Bus Driver	$20.07	$20.64	$21.23	$21.84	$22.46	$23.11	$23.77	$24.45
Van Driver	$17.83	$18.76	$19.68	$20.60	$21.54	$22.46	$23.37	$24.26
Head Mechanic	$25.66	$26.34	$27.04	$27.76	$28.51	$29.27	$30.06	$30.87
Mechanic	$23.66	$24.34	$25.04	$25.76	$26.51	$27.27	$28.06	$28.87
Bus Monitor	$12.37	$12.71	$13.06	$13.43	$13.80	$14.18	$14.58	$14.98
Food Service Mgr.	$16.17	$16.63	$17.10	$17.58	$18.08	$18.59	$19.12	$19.66
Food Service Assistant	$14.44	$14.85	$15.26	$15.69	$16.13	$16.59	$17.05	$17.54
Monitor (study hall/ cafeteria/playground)	$12.37	$12.71	$13.06	$13.43	$13.80	$14.18	$14.58	$14.98
Paraprofessional	$15.36	$15.79	$16.23	$16.69	$17.16	$17.65	$18.15	$18.66
Facility Manager	$20.65	$21.22	$21.81	$22.41	$23.03	$23.67	$24.34	$25.02
Maintenance	$19.91	$20.48	$21.06	$21.67	$22.29	$22.93	$23.58	$24.26
Head Night Custodian	$19.19	$19.73	$20.28	$20.85	$21.44	$22.04	$22.67	$23.31
Custodian	$18.88	$19.42	$19.97	$20.54	$21.13	$21.73	$22.36	$23.00
Cleaner	$18.88	$19.42	$19.97	$20.54	$21.13	$21.73	$22.36	$23.00
Central Ofc Admin Asst.	$18.93	$19.94	$20.96	$21.95	$23.08	$24.10	$25.12	$25.53
Admin Asst to Principal	$17.83	$18.76	$19.68	$20.60	$21.54	$22.46	$23.37	$24.26
Admin Asst to SPED/ Guidance/A.D	$17.25	$18.11	$18.96	$19.80	$20.65	$21.53	$22.37	$23.26
General Admin Asst	$16.69	$17.51	$18.33	$19.18	$20.00	$20.84	$21.66	$22.49
Technology Specialist	$20.95	$21.95	$22.98	$24.01	$25.02	$26.03	$27.03	$27.99
Lead Technology Specialist	$27.00	$28.29	$29.61	$30.94	$32.24	$33.56	$34.88	$36.16

**SPECIAL NOTE: 2% longevity steps will be given upon completing year 14, year 16 and year 19 of employment. Individuals who are beyond those years of service as of June 30, 2016 will retain longevity steps earned prior to June 30, 2016, and will be eligible for additional 2% longevity steps at the years stated only. A $1,500 Longevity will be added in steps 28, 29, and 30 but will not accumulate. Brenda Adkins receives $.43 additional due to Settlement Agreement. Paraprofessionals receive $200 for required certification. Facility Manager receives $1,400 in equal installments throughout the annual pay cycle. Head night Custodian receives $650 in equal installments throughout the annual pay cycle. Head mechanic will receive $2.00 more than the mechanic.

2026-2027 Salary Schedule

Effective July 1, 2026 to June 30, 2027

Job Classification	1	2	3	4	5	6	7	8
Bus Driver	$20.62	$21.19	$21.78	$22.39	$23.01	$23.66	$24.32	$25.00
Van Driver	$18.38	$19.31	$20.23	$21.15	$22.09	$23.01	$23.92	$24.81
Head Mechanic	$26.21	$26.89	$27.59	$28.31	$29.06	$29.82	$30.61	$31.42
Mechanic	$24.21	$24.89	$25.59	$26.31	$27.06	$27.82	$28.61	$29.42
Bus Monitor	$12.92	$13.26	$13.61	$13.98	$14.35	$14.73	$15.13	$15.53
Food Service Mgr.	$16.72	$17.18	$17.65	$18.13	$18.63	$19.14	$19.67	$20.21
Food Service Assistant	$14.99	$15.40	$15.81	$16.24	$16.68	$17.14	$17.60	$18.09
Monitor (study hall/ cafeteria/playground)	$12.92	$13.26	$13.61	$13.98	$14.35	$14.73	$15.13	$15.53
Paraprofessional	$15.91	$16.34	$16.78	$17.24	$17.71	$18.20	$18.70	$19.21
Facility Manager	$21.20	$21.77	$22.36	$22.96	$23.58	$24.22	$24.89	$25.57
Maintenance	$20.46	$21.03	$21.61	$22.22	$22.84	$23.48	$24.13	$24.81
Head Night Custodian	$19.74	$20.28	$20.83	$21.40	$21.99	$22.59	$23.22	$23.86
Custodian	$19.43	$19.97	$20.52	$21.09	$21.68	$22.28	$22.91	$23.55
Cleaner	$19.43	$19.97	$20.52	$21.09	$21.68	$22.28	$22.91	$23.55
Central Ofc Admin Asst.	$19.48	$20.49	$21.51	$22.50	$23.63	$24.65	$25.67	$26.08
Admin Asst to Principal	$18.38	$19.31	$20.23	$21.15	$22.09	$23.01	$23.92	$24.81
Admin Asst to SPED/ Guidance/A.D	$17.80	$18.66	$19.51	$20.35	$21.20	$22.08	$22.92	$23.81
General Admin Asst	$17.24	$18.06	$18.88	$19.73	$20.55	$21.39	$22.21	$23.04
Technology Specialist	$21.50	$22.50	$23.53	$24.56	$25.57	$26.58	$27.58	$28.54
Lead Technology Specialist	$27.55	$28.84	$30.16	$31.49	$32.79	$34.11	$35.43	$36.71

**SPECIAL NOTE: 2% longevity steps will be given upon completing year 14, year 16 and year 19 of employment. Individuals who are beyond those years of service as of June 30, 2016 will retain longevity steps earned prior to June 30, 2016, and will be eligible for additional 2% longevity steps at the years stated only. A $1,500 Longevity will be added in steps 28, 29, and 30 but will not accumulate. Brenda Adkins receives $.43 additional due to Settlement Agreement. Paraprofessionals receive $200 for required certification. Facility Manager receives $1,400 in equal installments throughout the annual pay cycle. Head night Custodian receives $650 in equal installments throughout the annual pay cycle. Head mechanic will receive $2.00 more than the mechanic.

2027-2028 Salary Schedule

[TO BE DETERMINED FROM REOPENER]

Job Classification	1	2	3	4	5	6	7	8
Bus Driver	$20.62	$21.19	$21.78	$22.39	$23.01	$23.66	$24.32	$25.00
Van Driver	$18.38	$19.31	$20.23	$21.15	$22.09	$23.01	$23.92	$24.81
Head Mechanic	$26.21	$26.89	$27.59	$28.31	$29.06	$29.82	$30.61	$31.42
Mechanic	$24.21	$24.89	$25.59	$26.31	$27.06	$27.82	$28.61	$29.42
Bus Monitor	$12.92	$13.26	$13.61	$13.98	$14.35	$14.73	$15.13	$15.53
Food Service Mgr.	$16.72	$17.18	$17.65	$18.13	$18.63	$19.14	$19.67	$20.21
Food Service Assistant	$14.99	$15.40	$15.81	$16.24	$16.68	$17.14	$17.60	$18.09
Monitor (study hall/ cafeteria/playground)	$12.92	$13.26	$13.61	$13.98	$14.35	$14.73	$15.13	$15.53
Paraprofessional	$15.91	$16.34	$16.78	$17.24	$17.71	$18.20	$18.70	$19.21
Facility Manager	$21.20	$21.77	$22.36	$22.96	$23.58	$24.22	$24.89	$25.57
Maintenance	$20.46	$21.03	$21.61	$22.22	$22.84	$23.48	$24.13	$24.81
Head Night Custodian	$19.74	$20.28	$20.83	$21.40	$21.99	$22.59	$23.22	$23.86
Custodian	$19.43	$19.97	$20.52	$21.09	$21.68	$22.28	$22.91	$23.55
Cleaner	$19.43	$19.97	$20.52	$21.09	$21.68	$22.28	$22.91	$23.55
Central Ofc Admin Asst.	$19.48	$20.49	$21.51	$22.50	$23.63	$24.65	$25.67	$26.08
Admin Asst to Principal	$18.38	$19.31	$20.23	$21.15	$22.09	$23.01	$23.92	$24.81
Admin Asst to SPED/ Guidance/A.D	$17.80	$18.66	$19.51	$20.35	$21.20	$22.08	$22.92	$23.81
General Admin Asst	$17.24	$18.06	$18.88	$19.73	$20.55	$21.39	$22.21	$23.04
Technology Specialist	$21.50	$22.50	$23.53	$24.56	$25.57	$26.58	$27.58	$28.54
Lead Technology Specialist	$27.55	$28.84	$30.16	$31.49	$32.79	$34.11	$35.43	$36.71

**SPECIAL NOTE: 2% longevity steps will be given upon completing year 14, year 16 and year 19 of employment. Individuals who are beyond those years of service as of June 30, 2016 will retain longevity steps earned prior to June 30, 2016, and will be eligible for additional 2% longevity steps at the years stated only. A $1,500 Longevity will be added in steps 28, 29, and 30 but will not accumulate. Brenda Adkins receives $.43 additional due to Settlement Agreement. Paraprofessionals receive $200 for required certification. Facility Manager receives $1,400 in equal installments throughout the annual pay cycle. Head night Custodian receives $650 in equal installments throughout the annual pay cycle. Head mechanic will receive $2.00 more than the mechanic.

REPORT OF AN IMMINENT SAFETY/HEALTH CONCERN

I have reason to believe that the condition(s) described below presents an imminent danger of death or serious harm:

STATEMENT OF CONDITION

LOCATION OF CONDITION:

I request that the District take immediate steps to investigate the matter and take corrective action to rectify the condition as soon as possible.

_____ _____

Signature Date

_____ _____

Printed Name Position

(FOR DISTRICT USE ONLY)

Date of receipt:_____

The complaint was investigated by: _____

Date of the investigation: _____

Action taken: _____

Signature_____ Date_____

REFUSAL TO WORK FORM

I have presented the District with a request to rectify a condition that I believe presents an imminent danger of death or serious harm and the District has neither disputed that the conditions exists, nor rectified it to my satisfaction. Therefore, I refuse to perform duties that require me to be exposed to the condition.

I further attest to the following:

A. There is a good faith action on my part.

B. The condition(s) is not one that would normally or reasonably be expected to occur as part of my regular or normal duties.

C. There has been sufficient time to eliminate the danger through the inspection and enforcement provisions.

I understand that I must contact the Chief of the Division of Occupational Safety and Health and explain the condition to a representative of the Department and provide the Chief with written notice of the condition as soon as practical.

Signature:_____ Date: _____

VERMILION LOCAL SCHOOL DISTRICT
1250 Sanford Street, Suite A, Vermilion, OH 44089
Phone 204-1700 Fax 204-1771

Date:_____

Name of Student:_____ Grade:_____

Classified Staff Member:_____

Position in School District:_____

Under the provisions of the agreement between the Vermilion Local School District Board of Education and OAPSE Local #332, this student may be admitted to the Vermilion Local School District tuition free.

Employees living outside the district may enroll their children in the Vermilion Local School District without tuition. To be eligible for this benefit, the child must be registered to attend the Vermilion Local Schools by June 10 prior to the school year of attendance. Children enrolled under this option will be subject to all rules and regulations of the school, the school district, the State of Ohio and related state organizations.

_____ _____
Parent/Employee Signature Superintendent

_____ _____
Date Date