

NEGOTIATED AGREEMENT

Between

JEFFERSON LOCAL SCHOOL DISTRICT

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
OAPSE/AFSCME, ALF-CIO
LOCAL #684

Effective July 1, 2021 through June 30, 2024

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Article 1 – Agreement

1.01 Agreement

The Board of Education of Jefferson Local Schools (hereinafter referred to as the "Board") and the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #684 (hereinafter referred to as the "Union") do hereby agree that the welfare of the children of Jefferson Local Schools is paramount in the operation of the schools and will be promoted by both parties.

The parties do hereby agree as follows:

1.02 Preamble

Recognizing that providing a high quality education for children is the paramount aim of the Jefferson Local School District and the good morale in the Classified Personnel is necessary for the best education of children, we do hereby declare that:

1. The Jefferson Local Board of Education hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States.
2. The Jefferson Local Board of Education, under law, has the final responsibility of establishing policies for the District.
3. The Jefferson Local Superintendent and his Administrative Staff have the responsibility of carrying out the policies established.
4. The Jefferson Local Classified Personnel have the ultimate responsibility of providing the best possible learning climate in the existing physical facilities.
5. The Board, Administration, and Classified Personnel recognize that the best interest of public education will be served through the establishment of policies and procedures that will provide an orderly way to discuss matters of common concern to reach agreement satisfactory to each party. It is the purpose of this document to establish the relationship between the Jefferson Local Board of Education and the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #684, and to set forth orderly procedures for the consideration and resolution of matters of concern.

DEFINITIONS

1. Negotiation means conferring, discussing, and negotiating in good faith with the Board of Education, or its designated representatives, and a recognized organization of Classified Personnel through its designated representatives.

2. Good Faith requires both parties to recognize negotiations as a shared process. Good faith also requires both parties to be willing to react to each other's proposals. Good faith further requires both parties to negotiate with the intention of resolving matters of mutual concern.
3. Negotiable Items shall include salaries, fringe benefits, and working conditions and the negotiating procedure itself.
4. Day(s) unless otherwise specified shall mean "calendar days".
5. Employee in this Agreement shall refer to any person in the bargaining unit.

1.03 Recognition

1. The Board recognizes the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #684 who will be hereinafter referred to as the "Union," as the exclusive and sole negotiations representative of all the Classified Personnel employed by the Board in the following classifications: of Cafeteria Worker, Custodians/Maintenance/Grounds, Bus Drivers, Vehicle Mechanic, Computer Technician, Secretaries/E.M.I.S. Coordinator/Records Clerk, Educational and Special Education Aides, and on all matters pertaining to wages, hours, working conditions, and fringe benefits.

Effective July 1, 2022, the classification and position of "E.M.I.S. Coordinator/Records Clerk" shall be removed from the Recognition Clause and the bargaining unit.

Excluded from the bargaining unit are Substitutes, Supervisory and/or Confidential employees such as, Management Personnel, Treasurer, Assistant Treasurer, Payroll Clerk, E.M.I.S. Coordinator/Records Clerk (effective July 1, 2022), Superintendent's Secretary, and Permanent Substitute Bus Drivers (The Board shall have the right to assign this position to other duties when not driving the bus).

2. Local #684 of OAPSE recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Jefferson Local School District and as the Employer of all Classified Personnel for the School System.
3. Local #684 of OAPSE and the Board recognizes the Superintendent as the Chief Executive Officer of the Classified Personnel and the Board. He, she, or his/her delegated representative, may actively participate in the negotiation process.
4. Both parties recognize that Classified Personnel have the right freely to organize, join or support organizations for their economic improvements. Such organizations may set criteria for membership; however, they will not be recognized by the Board if such organizations exclude Classified Personnel as members on the basis of sex, marital status, race, creed or national origin.
5. The administration shall, upon written request, furnish Local #684 of OAPSE available and pertinent reports, statistics and general information other than confidential information concerning the Jefferson Local Schools. The administration shall have the same right to receive pertinent information from the Classified Union. Such information from the

Administration or Union will be made available within twenty (20) days from the time of request unless additional time is mutually agreed upon by request of either party.

6. Recognition of the Union as the exclusive representative of members of the bargaining unit shall be for the term of this written Contract. Any challenge shall be as provided for in Sections 4117.04 (A) and 4117.05 (B) of the Ohio Revised Code.
7. If the Board or the Superintendent changes the name of any department, classification, or position, but does not change the function of the department, classification or position, the newly renamed department, classification or position shall remain in the bargaining unit. However, if any new department, classification or position is incorporated, the Board and the Union shall meet to determine inclusions or exclusions. This provision shall not apply to supervisory or management level employees.

1.04 Consistency with Law

If any provision of this Agreement shall be found contrary to law, all other provisions shall continue in full force and effect.

1.05 Discrimination / Intimidation / Harassment / Bullying

There shall be no discrimination/intimidation/harassment/bullying by the "Board" or the "Union" against any employee, consistent with Board Policy on Hazing and Bullying.

1.06 Negotiation Procedures

1. The scopes of negotiations shall be matters of wages, hours, working conditions, and fringe benefits.

The following procedures for negotiations shall be established to provide for an orderly and expedient resolution of a new Agreement.

- A. During the month of March of the year of Contract expiration, either party may notify the other of a desire to commence bargaining. Such notice shall be in writing and directed to the Superintendent if from the Union and to the Local Union President if from the District.
 - B. The first meeting shall be mutually agreed upon by the parties. All proposals for negotiations shall be mutually exchanged at the initial meeting called for that purpose. No additional issues shall be submitted by either party following the designated meeting unless mutually agreed otherwise by both parties.
2. The negotiating team of the Board shall meet with the designated team of OAPSE Local #684 to negotiate in good faith. Representation shall be limited to an OAPSE Staff Field Representative and one (1) person in each of the following classification groupings:

Secretary/E.M.I.S. Coordinator (strike E.M.I.S Coordinator, effective July 1, 2022), Custodian/Maintenance/Grounds, Vehicle Mechanic, Cafeteria Worker, Bus Driver, Computer

Technician/Aide; and five (5) team members of the Board. If there are no volunteers from a classification grouping, the OAPSE President has the authority to appoint someone. If more than one (1) person from a classification-grouping volunteers, the member with the most classification seniority would serve on the negotiating committee. Neither party shall have any control over the selection of negotiating teams of the other party. Notification of team members shall be submitted to the opposite party at least seven (7) days in advance of the first meeting.

3. While no final Agreement shall be executed without ratification by the Union and the Board, both parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Either party may call upon one (1) competent consultant per meeting to consider matters under discussion and to make suggestions. Each party will be responsible for maintaining their own notes.

1.07 Progress Reports

During negotiations, progress reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that information from such reports and shall be regarded only as proposals and shall be confidential information within the parties concerned. With the exception of the reports referenced above, it is understood that proceedings at the negotiation table shall be kept within the committees until such reports for release are mutually agreed upon. No reports will be given to the public until an Agreement is reached and confirmed by both parties or mutually agreed upon. The reports shall be set forth in writing and signed by the chairperson of both negotiating teams prior to release.

1.08 While Negotiations are in Progress

- A. The chairperson of either group may recess the negotiations. A recess will be defined as at least one (1) day, but not more than seven (7) days unless mutually agreed upon.
- B. Caucus - Upon request of either party, the negotiations meeting shall be suspended to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus. More time may be granted if mutually agreed upon.
- C. No action to coerce, censor, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

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.

- D. When a total agreement is reached through negotiations, the total outcome shall be reduced to writing. Both parties shall review the agreement to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Union for ratification. The Board will act on the ratified Agreement within thirty (30) days after notification of ratification.
- E. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
- F. The elected OAPSE Local President or his/her representative shall first fulfill his/her duties to the employer as determined by the Board before performing whatever duties he or she might assume as the Classified Union's representative.

1.09 If OAPSE Local #684 or the Board rejects the recommended Agreement, then within twenty-one (21) days or as otherwise mutually agreed upon, a counterproposal must be submitted to the other group within this twenty one (21) day period. This sequence of a counterproposal is to continue until a ratified Agreement is reached. Following ratification by the Union, the Board shall adopt a resolution setting forth the Agreement and the duration of the several parts.

The Agreement shall then be signed by the parties and shall become part of the official minutes of the Board. When negotiations are completed, news to the media shall not be released prior to ratification by the Union and approval by the Board.

1.10 The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediator facilities of the Federal Mediation and Conciliation Service when mediation is requested by either party to aid in resolving the impasse. (An impasse occurs when the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.) The parties jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting agreement between the parties.

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

Mediation as provided for above may be used by the parties to assist during the procedure as well as to aid in resolving an impasse reached prior to submission of the recommended Agreement to the Union membership.

The mediator has no authority to bind either party to any agreement.

Article 2 – Labor / Management Relations Committee

2.01 The Superintendent will designate no more than five (5) members of the administration to serve on a Labor/Management Relations Committee; the Local President will designate no more than five (5) bargaining unit members to serve on this committee. The Superintendent or designee and the Local President shall alternate in chairing the committee, but shall place on the agenda any

item submitted for consideration by either side so long as the item fits within the purposes of the Labor/Management Relations Committee.

- 2.02** The committee shall meet as needed during the school year, on the agreement of the Superintendent and the Local President. Meetings shall be called by the Superintendent at his/her own initiative or upon notice to the Superintendent by the Local President. Each request for a meeting shall stipulate an agenda of items to be discussed. All meetings shall be held on non-working, mutually agreed to times and shall not exceed one (1) hour unless both parties agree to an extension.
- 2.03** The purpose of the committee shall be to aid in communication between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. Concerns raised should be of district-wide importance and not be trivial in nature. A bargaining unit member shall raise his/her concern(s) with his/her immediate supervisor/designee first for possible resolution, before bringing the concern(s) to the Labor/Management Relations Committee. The discussion held by this committee shall not be construed as negotiations nor as an official decision-making process. The parties acknowledge the committee as a method of communication and may not result in solutions. The discussions of this committee shall not result in modifications or amendments to the Agreement.
- 2.04** Minutes of the meetings, including the recommendations made and conclusions reached, will be placed in writing and submitted to the Superintendent and the Local President.

Article 3 – Grievance Procedures

- 3.01** A grievance is a complaint alleging a violation, misapplication, or misinterpretation of the written provisions of the Negotiated Agreement, or individual employee contracts.

Disciplinary measures which are placed in the unit member's personnel file shall be subject to the grievance procedure through the steps indicated in Article 3.

- 3.02** If an employee feels she or he has the need, or if the Union feels the need to file a class action grievance, the alleged violation or concern shall be discussed with the OAPSE Local President or his/her designee. The Grievance Committee may review the grievance and offer recommendations. The OAPSE Staff Field Representative shall be permitted to be present during any step of this Grievance Procedure.
- 3.03** INFORMAL LEVEL - A sincere attempt should be made to resolve any grievance by oral interview between the complainant, a representative for OAPSE, if requested, and the principal or supervisor before differences become formalized as a grievance.
- 3.04** LEVEL ONE - If the grievance cannot be resolved on an informal basis it will then be submitted, in writing, by the party/parties filing the grievance with copies to the principal or supervisor, the Superintendent and a representative for OAPSE. If such grievance is not lodged within fifteen (15) days following the act or condition which is the basis of a said grievance, said grievance shall no longer exist.

- 3.05** Upon receipt of a grievance, in writing, the principal or supervisor shall confer within seven (7) days with the complainant and others directly involved in the grievance. At this conference, the facts shall be brought out and an effort shall be made to resolve the matter to the satisfaction of all concerned.
- 3.06** The principal or supervisor shall make a decision and communicate, in writing, seven (7) days after the completion of the conference. The decision is to be hand carried to the OAPSE Local President within the same seven (7) day period.
- 3.07** At any step during the grievance procedure, if the complainant fails to file a written appeal within seven (7) days of his/her receipt of a previous decision on a said grievance, the right of appeal shall be waived.
- 3.08** LEVEL TWO - The complainant may appeal to the Superintendent, in writing, the decision made by the principal or supervisor after receiving said decision. The Superintendent shall conduct a hearing within seven (7) days after the receipt of the appeal, and shall give his decision, in writing, to the complainant, principal, supervisor, and the representative of the Local, within seven (7) days of such meeting.
- 3.09** GRIEVANCE MEDIATION - If the grievance is not resolved in Level Two, the Union shall submit the grievance to Federal Mediation and Conciliation Service (FMCS) grievance mediation. The parties shall first attempt to agree on a mediator, and if unable to do so will ask FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS rules.
- 3.10** BINDING ARBITRATION - The Union may submit, in writing to Arbitration in accordance with the voluntary rules of the Federal Mediation and Conciliation Service (FMCS) within seven (7) days from receipt of the written decision of the Superintendent at Level Two.

Power of the Arbitrator

- A. It shall be the function of the Arbitrator, and she or he shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in case of alleged violations outlined in Article 3 of this Agreement.
- B. She or he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- C. She or he shall have no power to establish salary schedules or change salary schedules.
- D. She or he shall have no power to decide any questions, which under this Agreement are solely within the responsibility of management to decide. In rendering decisions, an Arbitrator will give due regard to the responsibility of management, except as they may be conditioned by this Agreement.

- E. In the event that a case is appealed to an Arbitrator on which she or he determines she or he has no power to rule. It shall be referred back to the Union, with a notification to the Administration without decision or recommendation on its merits.
- F. There shall be no appeal from an Arbitrator's decision, if within the scope of the authority as set forth above. It shall be final and binding on the employee(s) involved in the grievance, the Administration and the Board.
- G. Each party shall pay its own expenses incurred in the arbitration, including the payment for the time and expenses of its witnesses. The cost of the arbitrator will be borne by the losing party. If the losing party cannot be discerned, the arbitrator shall apportion the cost between the parties.

Appeal Procedure

- A. The employee begins a written grievance if the problem is not resolved in Level 1.
- B. Principal or administrator's decision to the employee.
- C. Superintendents' decision to employee, OAPSE and Principal.
- D. OAPSE Grievance Committee recommends appeal to Grievance Mediation.
- E. OAPSE Staff Field Representative requests Arbitration.

FORM A – OAPSE Formal Grievance Presentation

To be completed by aggrieved person within fifteen (15) days of alleged violation, misapplication or misinterpretation.

Aggrieved Person/Union _____ Presentation Date _____

Home Address of Aggrieved _____

School/Work Location _____

Principal/Supervisor _____

Years in School System _____ Classification _____

Name of OAPSE Representative _____

Statement of the Grievance _____

Action Requested _____

Signature of Aggrieved

Date

FORM B – Decision of Administrator/Supervisor

To be completed by principal or other appropriate administrator within seven (7) days of the formal grievance presentation.

Aggrieved Person/Union _____ Presentation Date _____

School/Work Location _____

Principal or other Administrator _____

Decision _____

Signature of Principal/Administrator

Date of Decision

Aggrieved Person/Union Response: To be completed within seven (7) days of this decision.

_____ I accept the above decision of principal or other administrator

_____ I hereby refer the above decision to the OAPSE Grievance Committee for appeal to the Superintendent of Schools

Date of Response

Signature of Aggrieved

FORM C – Decision of Superintendent

To be completed by the Superintendent of Schools after hearing with aggrieved within seven (7) days of such hearing.

Aggrieved Person/Union _____

Date of Formal Grievance Presentation _____

Date Appeal Received by Superintendent _____

Date Hearing Held by Superintendent _____

Decision of Superintendents and Reasons

Signature of Superintendent

Date of Decision

Aggrieved Person/Union's Response: To be completed by aggrieved within seven (7) days of receipt of Superintendent's decision.

_____ I accept the above decision of principal or other administrator

_____ I hereby appeal, through the OAPSE Grievance Committee, to Grievance Mediation

Date of Response

Signature of Aggrieved

FORM D – Appeal to Grievance Mediation

OAPSE Grievance Committee Appeal to Grievance Mediation: To be completed within seven (7) days of receipt of Superintendent's decision (FORM C).

_____ The attached grievance is hereby appealed to Grievance Mediation for a review and hearing.

Date of Formal Grievance (FORM A) _____

Aggrieved Person/Union _____

Date of Referral to Board

Signature of OAPSE Grievance Chairperson

MEDIATOR'S RESPONSE

To be completed by the Mediator _____

Date Appeal Received by Mediator _____

Opinion of the Mediator and Reasons

Date of Opinion: _____ Signature: _____

FORM E – Determination Regarding Arbitration

To be completed by the OAPSE Local President and Grievance Committee Chairperson and submitted to the OAPSE Staff Field Representative.

Aggrieved Person/Union

Date of Formal Grievance Presentation

Local Union President

Date Request Received for Arbitration

Determination by Local Union:

The Local Union through its OAPSE Local #684 Executive Committee, has determined that this grievance is meritorious and/or that submitting to Arbitration is in the best interests of the school system. The grievance therefore, is hereby submitted for Arbitration to the OAPSE Staff Field Representative.

Date of Determination

Signature of Grievance Chairperson

Signature of OAPSE Local President

Article 4 – Layoff & Recall

4.01 Whenever it becomes necessary to reduce the number of employees within a classification due to the lack of funds, lack of work, abolition of a position, return of an employee from a leave of absence, school closing, or staff reorganization, the layoff shall be conducted as follows:

- A. Substitute, casual, and seasonal employees shall be first laid off and then the employee with the least classification seniority in each classification shall be laid off.
- B. Any employee laid off in one (1) classification may displace a less senior member of another classification providing that the employee is qualified and has demonstrated satisfactory experience in the position at the Jefferson Local School District. The following conditions must also be met:
 - 1. An employee must have satisfactory experience in the former classification.
 - 2. An employee must not have had a contract non-renewed from the former classification.
 - 3. The employee must have more years of experience in the former classification.
 - 4. The employee must be willing to accept the pay scale of the former classification.
 - 5. The laid off employee must make written notification to the Superintendent and Union President of displacement intentions within seven (7) days of layoff notification.

The Superintendent shall determine whether satisfactory experience has previously been achieved.

- C. All laid off employees shall maintain recall rights for a period of two (2) years.
- D. Recalls shall be in reverse order of layoffs within classification. When filling vacant positions, seniority within classification is considered first priority regardless of current employment status or recall list. Also, see language 5.03(3).
- E. It shall be the responsibility of all laid off employees to keep the Superintendent or designee informed of his/her telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within seven (7) days after posting by the Superintendent to the address given by the employee shall be considered a decline of a position.
- F. The following classifications exist at Jefferson Local School District: cafeteria workers, custodial/maintenance/grounds, bus driver, vehicle mechanic, computer technician, secretary/E.M.I.S Coordinator (strike E.M.I.S. Coordinator effective July 1, 2022), educational aide and special education aide.
- G. A laid off unit member may continue receiving group insurance provided under this Agreement so long as the carrier permits it and the employee pays the full premium to the Board Treasurer at least fourteen (14) days prior to the day the Treasurer regularly submits payment to the carrier.

4.02 Contract Services

It is agreed that if contract services are going to be awarded to an outside contractor which causes a reduction in staff and which services have been customarily and routinely performed by the employees in the bargaining unit as determined by the supervisor the OAPSE Local President will be advised sixty (60) days prior to any Board meeting where a final decision is to be considered.

For the duration of this contract term (July 1, 2021 through June 30, 2024), the Board of Education will not contract services under Article 4.02 with an outside contractor for services that have been customarily and routinely performed by employees in the bargaining unit.

Article 5 – Vacancies / Seniority Bid Procedure

5.01 Definition

Classification Seniority is a privileged status attained by an employee within a classification beginning with the date of last employment in the classification with the Jefferson Local School District. Classification Seniority shall be used for determining seniority for job bidding, shift preference, hours, overtime/extra time and vacation scheduling. If an employee works in two different classifications, then they hold seniority in both based on date of hire in each individual classification.

System Seniority is a privileged status attained by an employee beginning with the date of uninterrupted service with the Jefferson Local School District. System seniority shall be used for determining seniority for layoff and recall.

Vacancy is defined as a position opening due to retirement, resignation, or termination.

5.02 Vacancies for Bids

During the school year, all buildings owned and operated by the Board and staffed by school employees shall have all job vacancies posted in each department of each building as well as posted on the District Web site, i.e., office, maintenance, cafeteria. For transportation, they will be posted in the Central Office Building and bus garage. The Superintendent shall see that the vacancies are posted and a copy of such vacancies forwarded to the OAPSE Local President. See example Form F.

Any new job or vacancies that occur between the last day of school and the beginning of the next school year shall be posted on the school website and to the All-Call System.

5.03 Time Limitation

All vacancies and new job openings shall be posted for a minimum of seven (7) days. Employees, regardless of classification, desiring the position shall submit their bid, in writing, to the Superintendent or designee within the same seven (7) days that the opening is posted.

1. The Union shall be provided the current seniority list of all employees contained in the bargaining unit as of September 1st each year.
2. Applications obtained through the above bid procedure will be considered in the following order:

- A. Employees shall have the privilege of advancing to higher paying and/or new positions when vacancies occur, within the employee's classification, so long as the employee is qualified for a new position. Qualifications include work performance and attendance and, if qualified, according to seniority.

The employee so awarded the position shall maintain the option of accepting or declining the position within seven (7) calendar days. If declined, it shall be offered to the employee next in line in seniority within the same classification and meeting the above criteria. Persons awarded a position under these circumstances will undergo a ten (10) working day trial and probationary period. Should that period prove unsatisfactory to either party, it is understood that the employee would be reassigned his/her former position by the Superintendent.

- B. Applications from employees from another classification shall be considered based on job qualifications for the position as stated on the job position form. Persons awarded a position under these circumstances will undergo a twenty (20) working day trial and probationary period. Should that period prove unsatisfactory to either party, it is understood that the employee would be reassigned his/her former or similar position by the Superintendent.
- C. If the position remains open after steps A and B have been followed, the Board will fill the position from outside applications.
- D. In all cases, the Board will retain the final authority for awarding of assignments, based upon the recommendations of the Superintendent, subject to the terms and conditions of this Agreement.

The Treasurer will make available to the OAPSE Local President, any personnel changes which affect the seniority list.

3. Any employee who terminates his or her contract, quits or is dismissed from Jefferson Local Schools will lose his/her seniority (classification and system).
4. The Board shall make every reasonable effort in determining whether a vacancy shall be filled and, if so, finding the replacement within forty (40) days.
5. When changing from one classification to another classification and the employee was on a continuing contract, the employee will be offered a limited one (1) year contract in their new classification. However, Employees shall retain their continuing contract status in their prior classification.

FORM F - Job Position – Jefferson Local Schools

Type: _____

Building: _____

Daily Hours: _____

Weekly Hours: _____

Type of Position or Classification: _____

Salary Range: _____

Descriptive Duties (At the time of Bidding):

Bid Applications must be submitted to: _____

At the Board Office at: _____

During the period below: _____

Filing Bid Applications: _____

Beginning Date: _____

Deadline: _____

ARTICLE 6 – Salary & Fringe Benefits

6.01 Salary Schedules

- A. Effective July 1, 2021, the salary schedule for each classification shall be increased by 2.75% across-the-board for the 2021-2022 school year.
- B. Effective July 1, 2022, the salary schedule for each classification shall be increased by 2.75% across-the-board for the 2022-2023 school year.
- C. Effective July 1, 2023, the salary schedule for each classification shall be increased by 2% across-the-board for the 2023-2024 school year.
- D. A longevity payment of Five Hundred Dollars (\$500.00) shall be given to employee each year after twenty-five (25) years of continuous service with the District.
- E. An annual stipend in the amount of \$2000.00 may be paid to the bus mechanic for work that exceeds the typical scope of the job description and related duties. The stipend must be authorized by the Superintendent each year after a review of the relevant work.
- F. Classified aide employees hired into a bargaining unit position after July 1, 2013, will be paid on the teacher aide wage schedule.
- G. As of July 1, 2015, the Teacher Aide Salary Schedule shall be eliminated and the Library Aide Salary Schedule shall become the salary schedule for all Aides. As of July 1, 2015, all Teacher Aides shall be moved to the same step on the Library Aide Salary Schedule.
- H. As of July 1, 2015, the Vehicle Mechanic Salary Schedule shall be eliminated and the Computer Tech Salary Schedule shall become the salary schedule for both the Vehicle Mechanic and the Computer Technicians. As of July 1, 2015, the current Vehicle Mechanic will be moved from step 23 on the Vehicle Mechanic's Schedule to step 4 of the Computer Tech Schedule.
- I. In the event the WJEA bargaining unit members receive percentage increases in wages which are greater than those provided in paragraphs A -C above (2.75%, 2.75%, 2.0%) the same increase shall be automatically applied to OAPSE bargaining unit members on the same day the increases are effective for the members of WJEA.

An annual stipend in the amount of Five Hundred Dollars (\$500.00) shall be given to classified employees who perform a minimum of seventy-five (75) hours of substitute driving duties as requested by the Superintendent or designee. Paid training may be available for those employees who do not currently hold proper licensure. The stipend must be authorized by the Superintendent each year after a review of the relevant work.

6.02 Supplemental Contracts

Effective 7/1/07, due to FLSA all classified personnel will not be eligible for supplemental student activity contracts. Grandfathered are those employees that have been performing such duties

with no break in service before 7/1/07. The Superintendent has the authority to waive this language as is determined by the decision of the superintendent on a case by case basis.

6.03 Payroll Practices

- A. Membership in a credit union and a payroll deduction plan for such credit union shall be established by the Board for bargaining unit members.
- B. If the teachers begin receiving paychecks twice per month, OAPSE #684 bargaining unit members will also receive checks twice monthly.

6.04 Employee Contract Year

Any full-time (260 day contract) employee must work at least one hundred-twenty (120) days in an employment year before the employee will be considered to have been employed for a one (1) year period under 3319.081 of the Ohio Revised Code. Any employee under contract for less than full-time (260 days) must work at least ninety (90) days to be considered to have been employed for a one (1) year period under 3319.081 of the Ohio Revised Code. Thus, an employee is not eligible for a subsequent two (2) year contract until completion of at least 120/90 days of employment in an employment year.

6.05 Schedule of Work Days

- A. Bus drivers, cafeteria workers, secretaries, and aides, unless otherwise approved and instructed by the Superintendent, shall work the same number of days during which students are receiving instruction. Secretaries shall also work an additional thirteen (13) days in combination before and after student instruction. Secretaries may also be required to work additional days before student instruction begins and/or after instruction ends at the discretion of their supervisor subject to the Superintendent's advance approval.
- B. During summer student recess all custodians and maintenance shall have the right to work first shift hours. However, the supervisor has the discretion to adjust shift hours when building events necessitate work outside of first shift hours.
- C. During Late Start Days due to teacher in-service, employees will work their normal contracted hours. Employees will not be paid extra for reporting to work during their regularly scheduled hours. If employees choose to come in late, they must use unrestricted or compensatory time.

6.06 Premium Time Pay

Any employee who works more than forty (40) hours during any single workweek will be paid at a rate of time and one-half (1-1/2) as required by the Fair Labor Standards Act. The Superintendent or designee must approve any work beyond forty (40) hours in a single workweek (Sunday through Saturday), absent an emergency where it is impractical to seek prior approval. Only hours actually worked including holidays are considered in computing eligibility for overtime. Thus, for example, sick leave and vacation leave are not considered "hours worked." Neither is

calamity day time that is not worked. Lunchtime and break time (as provided in 6.11 herein) are considered "hours worked."

Any overtime and/or extra-time shall be paid in fifteen (15) minute blocks calculated on a daily basis (over seven (7) minutes triggers one-quarter (1/4) hour).

6.07 Compensatory Time

Any compensatory time accumulated during a current school year is to be used before the beginning of the next school year. Compensatory time earned in July and/or August and is for the current school year, will be accumulated during the current school year. Compensatory time earned during the previous school year will be paid in September. The use of compensatory time shall not require the use of a substitute. Unused compensatory time remaining as of the beginning of the next school year will be paid at the hourly rate in effect at the time the compensatory time was earned. For employees contracted to work eight (8) hours per day, compensatory time may be earned and accumulated to a rolling forty-eight (48) hour maximum. For employees contracted to work less than eight (8) hours per day, compensatory time may be earned and accumulated to a rolling maximum calculated by the employee's contracted hours per day * five (5). For example, an employee that is contracted to work four (4) hours per day is entitled to earn and accumulate, to a rolling maximum, twenty (20) hours total. If an employee is at the rolling maximum allowed, all additional time worked must be paid and not accumulated.

Compensatory time may be earned when working in another classified position.

Compensatory time may be used on the day before or after a holiday, provided there is no substitute required.

6.08 In-Service Training

It is agreed that the Board provides all in-service activities during employees' work day without any loss of pay. However, if employees are asked to have in-service during hours other than working hours, they are given equal time off or paid their regular rate.

6.09 Training Expense

All classified employees shall be paid his/her regular hourly rate of pay to attend any activity or training program that the Board requires. For such meetings, the Board agrees to pay registration fees and necessary transportation with prior approval of the Superintendent or designee.

6.10 Mileage Reimbursement

Employees shall be reimbursed for prior approved use of a personal automobile at the district-wide rate. The rate per mile shall be the same for all employees.

6.11 Daily Break and Lunch Break

- A. Any Classified Employee who is scheduled to work at least five (5) hours, but less than seven (7) hours shall be entitled to one (1) fifteen (15) minute break.
- B. Any Classified Employee who is scheduled to work seven (7) hours or more shall be entitled to one-half (½) hour for lunch and two (2) fifteen (15) minute breaks as scheduled by the appropriate supervisor and/or administrator.
- C. Any Classified Employee paid for lunchtime shall remain upon work premises during lunchtime, unless prior arrangements are made with the employee's supervisor.
- D. Secretarial breaks may be added to the secretary's lunch time at the Building Principal's/Supervisor's discretion.

6.12 Calamity Days

On days when the Superintendent delays the start of school(s) (for reasons other than cold weather for custodians) and those employees who have already reported to work or who are required to work shall receive compensatory time for those hours of school delay. Compensatory time may be accumulated and/or used as provided for in Article 6.07. Bus Drivers who have already reported to work shall receive two (2) hours pay in addition to their regular pay for that day.

The Superintendent or designee shall have the right to call in any and all custodial/Maintenance/Grounds Staff for snow removal purposes, if necessary. In the event that Custodial/Maintenance/Grounds Staff are called in, they shall receive their regular rate of pay for time worked in addition to their regular pay for that day.

Any employee that had previously scheduled a leave day (unrestricted, sick or vacation) on a day when school ends up being cancelled due to calamity, other than cold weather days for custodians, will not be required to use such leave.

6.13 Cold Weather Days

If school is cancelled due to cold weather as determined by the Superintendent, all custodians, vehicle mechanic(s), and computer technician(s) shall report to work for a regular workday.

6.14 Interim Supervisors

The Board ensures that any person designated as interim supervisor by the Superintendent will receive one dollar (\$1.00) per hour additional pay above and beyond their current rate of pay.

6.15 Annual Dues

Annual Dues for the Union as certified annually shall be deducted in twelve (12) equal and consecutive installments beginning with the first pay period in September, which shall be mailed directly to the OAPSE State Office with a list of employees paying dues in each month.

A seniority list, separated by classification shall be prepared and sent to the local president by September 1st of each year and an update shall be sent each time a change is made.

It is agreed that it is the responsibility of the Union to resolve any and all errors and adjustments with its members from said payroll deductions. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other actions arising from the implementation of this article.

The employer shall deduct dues from each employee who executes a written authorization agreement. Revocations shall be per the employee(s) Membership Application/Dues Deduction authorization card.

Within two weeks after an employee is officially hired by the board of education, a designated Union officer shall be granted thirty (30) minutes of release time in order meet with the newly hired employee to present a copy of the collective bargaining agreement, provide a copy of the membership application and to speak about the Union.

6.16 People Deduction

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

One check shall be submitted by the Board Treasurer to the OAPSE State Treasurer for both union dues and another for the PEOPLE deduction.

6.17 Severance Pay

Effective July 1, 2001, an employee who has zero (0) through nine (9) consecutive years of service will receive twenty-five percent (25%) of the employee's accumulated sick leave at the time of his/her retirement. Employees who have ten (10) through nineteen (19) years of service shall qualify for thirty percent (30%) of their accumulated sick leave upon retirement. Employees with twenty (20) or more years of service will receive thirty-five percent (35%) of earned sick leave upon retirement from the Jefferson Local School System. All percentages will be calculated on a maximum number of accrued sick leave days allowed by the contract. The maximum number of sick days to be paid out for zero (0) through nine (9) years is sixty-six (66) days. The maximum

number of days to be paid out for ten (10) through nineteen (19) years is eighty (80) days. The maximum number of days to be paid out for twenty (20) years or more is ninety-three (93) days. The employee shall retire from the school system by submitting a written statement of retirement to the Board. Payment of severance pay will be made to the employee in one lump sum by the second succeeding payroll date after the employee's last paid day of employment by the Board. Retirement is defined herein as a person's meeting the qualifications as set forth through the School Employees Retirement System (SERS) at the time a person severs employment with the Jefferson Local Schools. Payment on this basis shall be considered to eliminate a sick leave credit accrued by the employee. Payment on this basis shall be made only once to any employee.

6.18 Re-Employment of Retired Classified Personnel

A classified employee retired under SERS may be re-employed under the following conditions:

1. The reemployed classified personnel will start with salary schedule placement not to exceed ten (10) years.
2. The re-employed personnel will be advanced one year on the salary schedule for each year of reemployment service in the District.

6.19 SERS Pickup

The West Jefferson Local Board of Education herewith agrees with the OAPSE Local #684 to pickup utilizing the salary reduction method contributions to the State Employment Retirement System (SERS) paid upon behalf of the employees in the above-named bargaining unit at no cost to the Board under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be the employee's gross annual compensation multiplied by the employee contribution percentage set by SERS. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all members of the bargaining unit.
- C. The pickup shall apply to all compensation including supplemental earnings thereafter.
- D. Payment for all paid leaves, sick leave, personal leave, and severance and including Unemployment and Worker's Compensation shall be based on the employee's daily gross rate of pay.

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

6.20 Fringe Benefits

If the Insurance Review Board is convened by the Teacher's Association and the Administration for the purpose of reviewing benefits and premium levels, the OAPSE Local President may appoint up to three (3) representatives from at least (2) different classifications if possible to serve on this board. The Board of Education President may appoint a Board member to serve on this board.

A. Hospitalization/PPO

Health Plan currently in force or a different plan providing similar or equal coverage. In the event the Board negotiates a different plan with the West Jefferson Teacher's Association, OAPSE Local #684 agrees to participate in the new benefit plan, providing that there is no increase in employee contribution to total premiums as a result of such change.

The following benefit levels will apply to bargaining unit members who participate in the Board provided insurance program:

6.21 Pro-Rated Schedule

<u>Employee Hours</u>	<u>Percent (%) Total Premium Paid by Employee</u>
40 Hours Weekly	See Below
30 to 39 Hours Weekly	20%
Less than 30 Hours Weekly	50%

- The single policy premium for part-time employees will be the appropriate percentage of the single policy premium plus the single policy employee share for 40 hour/week employees.
- The family policy premium, for part-time employees will be the appropriate percentage of the family policy premium, plus the single policy premium employee share for 40 hour/week employees plus \$16.00 for each additional family member.
- The Board shall not offer the Bronze Plan to bargaining unit members without first bargaining about the issue.

	<u>2021 – 2022</u>	<u>2022 – 2023</u>	<u>2023 – 2024</u>
Family	\$210.00	\$245.00	\$280.00
Single	\$100.00	\$115.00	\$130.00

Family unit includes two (2) + \$16 for each additional family member whether full- time and part time.

Emergency Room Visit:

\$ 75.00 (waived if admitted); one hospital emergency room visit per calendar year with no co-payment.

Effective January 1, 2023, bargaining unit members who elect to participate in the plan shall pay the following monthly premiums:

<u>Medical</u>	
Single Plan	\$115
Family Plan	\$245

<u>Prescription</u>	
Single Plan	\$25
Family Plan	\$50

Effective January 1, 2024, bargaining unit members who elect to participate in the plan shall pay the following monthly premiums:

<u>Medical</u>	
Single Plan	\$130
Family Plan	\$280

<u>Prescription</u>	
Single Plan	\$30
Family Plan	\$60

6.22 Dental

Dental Coverage will allow routine visits two times per calendar year. The annual maximum coverage per calendar year is \$1,500.00. Coverage available through the plan shall be capped at \$1,500 lifetime maximum per covered individual for orthodontia.

Dental Payment of Premiums:

	<u>2021 – 2022</u>	<u>2022 – 2023</u>	<u>2023 – 2024</u>
Family	\$20.00	\$20.00	\$20.00
Single	\$10.00	\$10.00	\$10.00

6.23 Vision

Vision benefits will be once every calendar year effective 4/1/2010. Vision Payment of Premiums:

	<u>2021 – 2022</u>	<u>2022 – 2023</u>	<u>2023 – 2024</u>
Family	\$0.00	\$0.00	\$0.00
Single	\$0.00	\$0.00	\$0.00

6.24 Prescription Drug

1. Coverage shall be through the plan currently provided the teaching staff or any other prescription drug plan provided the teaching staff.
2. Each bargaining unit member participating in the prescription drug plan shall pay a monthly premium as follows:
3. Each bargaining unit member shall pay the following co-payments:

Generic \$10.00, Formulary \$25.00, Non-Formulary \$40.00 for a three (3) month supply.

Mail-order benefit co-pays

Generic \$15.00, Formulary-\$37.50, Non-Formulary-\$60.00 for a three (3) month supply.

4. The Board, at its discretion, may institute a network prescription drug plan if the Board determines such a plan is necessary to preserve the viability of the prescription drug program.

	2021 – 2022	2022 – 2023	2023 – 2024
Family	\$40.00	\$50.00	\$60.00
Single	\$20.00	\$25.00	\$30.00

Wellness Benefits

Routine Physical Examinations (employee and spouse age 50 and up only). The Plan will pay a 100% benefit percentage (Network or Non-Network) for one exam per calendar year not to exceed a maximum payable of \$300.00 (includes examination, facility, x-ray and laboratory tests, blood work, colonoscopies, sigmoidoscopies); additional eligible expenses above the \$300.00 Routine Physical Examination maximum are covered subject to the Network or Non- Network Comprehensive Major Medical Expense Coverage Calendar Year Deductible amount, Benefit Percentage and Out-of-Pocket Maximum.

Bone Density Tests (employee or spouse age 50 and up only). The Plan will pay a 100% Benefit Percentage (Network or Non-Network) for one exam per Calendar Year not to exceed a maximum payable of \$300.00 (includes examination, x-ray & laboratory tests). Additional Eligible Expenses above the \$300 Bone Density Examination maximum are covered subject to the Network or Non-Network Comprehensive Major Medical Expense Coverage, Calendar Year Deductible Amount, Benefit Percentage and Out-of-Pocket Maximum.

Increase Well Baby care to \$1000.00 per year for children 0 through age 13 each year.

6.25 Life Insurance

The Board shall bear the expense for a Life Insurance Policy. The amount of coverage shall be as follows:

Life Insurance for all classified employees at \$50,000 effective 11/01/07.

In future, the plan and contract years regarding premiums should be 7/1 to 6/30 date, this way planning is on a fiscal year basis as is contract year.

6.26 Holidays

- A. The Board agrees to grant all classified employees the following paid holidays, provided such holidays fall during their contract period. Paid days for Independence Day, Christmas Eve and New Year's Eve pertain to 12-month employees only and must fall on a day in which the employee is regularly scheduled to work.
1. Labor Day
 2. Thanksgiving Day
 3. Thanksgiving Friday
 4. Christmas Eve
 5. Christmas Day
 6. New Year's Eve
 7. New Year's Day
 8. Martin Luther King Day
 9. President's Day
 10. Good Friday
 11. Memorial Day
 12. Independence Day
- B. Holidays falling on Saturday shall be celebrated on the preceding Friday unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event, the Monday following Saturday shall be celebrated as the holiday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the Unit Member otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at his or her regular rate for such holiday, in addition to his or her normal pay for that day.
- C. Holidays falling on Sunday shall be celebrated on the following Monday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the Unit Member otherwise eligible for holiday pay shall be paid the equivalent of one day's pay at his or her regular rate for such holiday, in addition to his or her normal pay for that day.
- D. The Board agrees to provide to all twelve (12) month employees a paid "floating holiday." The specific date requested must not require hiring of a substitute and must be approved in advance by the Superintendent.

- E. In order to be eligible for holiday pay under this Article, a Unit Member must actually perform all of his or her assigned duties on the last regularly scheduled workday before and the next regularly scheduled workday after the particular holiday except as detailed below:

1. Use of Personal Leave

An employee may use personal leave the day before or after a holiday, or both, and be paid for the personal leave day or days taken.

On one occasion each contract year, the employee will be eligible for holiday pay if the employee uses a personal leave day or days on the regularly scheduled workday before and/or after the particular holiday. For future holidays in the same contract year, the employee may use personal leave the day before or after a holiday, or both, and be paid for the personal leave day or days taken but will not receive holiday pay. For example, if a 12-month employee uses a personal leave day the day before or after Labor Day, the employee will still receive holiday pay for Labor Day. However, if that same employee uses a personal leave day the day before or after Memorial Day in the same contract year, the employee will receive pay for the personal leave day but will not receive holiday pay.

2. Use of Sick Leave

The employee will be eligible for holiday pay if the employee uses paid sick leave on the regularly scheduled workday before or after the particular holiday.

3. Use of Vacation Leave

The employee will be eligible for holiday pay if the employee uses paid vacation leave in accordance with section 7.09.

AIDES

6.27 In-Service Training for Aides

The Board agrees with the OAPSE Local #684 that in-service training for aides is very important. In addition, in-service training is also a state requirement for certification and the Board agrees to support such training efforts for all paid aides. Such in-service training shall be developed and directed by the school administration in cooperation with the aides involved.

6.28 Aides

It is agreed that substitute teaching by aides will be prohibited in accordance with Section 3319.088 of the Ohio Revised Code. However, aides may be required to monitor classes for short periods of time. In addition, extra duties shall be assigned equally.

6.29 Special Education Aides

- A. A "special education aide" is an educational aide whose primary assignment is to work with and/or attend to the needs of special education students.
- B. The classifications set forth in Article 4 shall be modified so that "special education aides" are a classification separate from "educational aides." Layoffs within the classification of "special education aides" shall be by least seniority unless the Superintendent determines that it is necessary to deviate from seniority because of the special education and training of aide(s) needed to serve the existing special education population of students.

CAFETERIA

6.30 Cafeteria Working Conditions

- A. All contracted employees will be asked to work as subs for the 5-6 hour absent employees before a substitute is called in. The most senior employee in the classification in which the school building requires the substitute, shall be offered to work as the substitute on a seniority basis. If no contracted employee accepts the substitution, an outside substitute shall be called. For all other absent employees, an outside substitute shall be called.

6.31 Cafeteria Uniform Allowance

The Union agrees to waive payment of the provision that pertains to Cafeteria Uniform Allowance. However, the language pertaining to such allowance shall remain in the Contract. The parties agree that future payments of such allowance may recommence as a result of subsequent negotiations of the parties.

Employees agree to keep the uniforms clean and neat. Employees will be allowed to retain all uniforms, aprons, and shoes in their possession presently.

CUSTODIANS/MAINTENANCE/GROUNDS/VEHICLE MECHANIC

6.32 Weather Conditions

It is agreed that when the temperature is sub zero, no custodian or maintenance work will be scheduled outdoors. Exceptions to this would be normal snow removal, ice removal, and emergency maintenance as determined by the supervisor necessary for the proper operation of the schools.

6.33 Maintenance Tool Allowance

- A. Tool Allowance: It is agreed to pay a tool allowance for those maintenance men (maintenance men will be limited to no more than three [3] and less than two [2] custodians), and for vehicle mechanic, who are asked to use their presently owned specialized tools for specialized work as follows: 1999 and thereafter - an additional fifteen cents (\$0.15) per hour.

Quality basic tools shall be provided for each building. It is the custodian's responsibility to keep such tools locked.

- B. Maintenance Allowance: It is agreed for those maintenance men (maintenance men will be limited to no more than three [3] and no less than two [2] custodians) that an additional fifty six cents (\$.56) per hour be allotted for all maintenance hours worked.
- C. The Board shall provide for the Bus Mechanic (one bargaining unit member only), uniform shirts and pants for fifty-two (52) weeks. Laundering will be provided. The Board shall provide gloves and insulated coveralls for a maximum of two (2) bargaining unit members whose job requires them to work outside in inclement weather on a regular basis. One set per contract period (contract period being two years).
- D. Uniforms provided must be worn during designated work hours. In addition, all bargaining unit members shall provide other work attire with the expectation that they are to present themselves in a clean, healthy, safe and reasonable fashion. All clothing worn by bargaining unit members, including shoes and aprons, shall be neat, clean washable and free of rips, tears and holes and shall not be in need of repair. Loose clothing which may constitute a safety hazard is not permitted. Clothing shall not contain messages or statements that would be inappropriate in relation to the student population being served.

6.34 Call Out Time

The Board has agreed with OAPSE to guarantee a minimum of two (2) hours or time worked, whichever is greater, to any custodian or maintenance employee who is called to work after their scheduled work hours. This time may be applied as compensatory time or overtime. Call out time must be directed by the bargaining unit member's supervisor or appropriate administrator.

The use of compensatory time shall not require the use of a substitute. Compensatory time granted for call out time may be accumulated and/or used as provided for in Article 6.07.

6.35 Second Shift Responsibilities

It should also be noted that all second shift custodians assigned the responsibility of cleaning the buildings shall be responsible for securing the building prior to the end of their shift.

6.36 Building Rental – Outside Groups

A custodian shall be on duty according to the terms of the District's building use agreement when a building is in use by any outside group and as directed by the immediate supervisor, building principal or designee.

6.37 Premium Rate for Evening Shifts

It is agreed that any custodian who works an evening shift shall be paid an additional premium rate of thirty-five cents (\$.35) an hour. An evening shift is defined as any shift in which fifty

percent (50%) or more of the hours worked for the entire shift are hours falling between the times of 5:00 p.m. and 6:00 a.m.

6.38 Assignment of Overtime Hours for Custodians / Maintenance

For purposes of overtime, crews are divided into the following:

- A. Norwood Crew
- B. High School/Middle School Crew
- C. District Crew (Includes Food Truck/Service, Maintenance & Grounds)

Each crew shall have its own list consisting of the employees in that crew. Each employee currently assigned as custodian to a building is included in that building crew. The custodian that is assigned the outside work in the school district, and all maintenance custodians working at least four (4) hours per day in that capacity, will be included in the District crew.

Building overtime due to building events, (athletic competitions, building rentals, etc.) shall be assigned according to the crew seniority list. The Board agrees to pay time and one-half (1 ½) to any Employee who works more than forty (40) hours per week, when that work is required by the immediate supervisor, an administrator or designee. The most senior employee in the Building Work Crew in which the school building requires the overtime shall be offered to work the overtime ON A SENIORITY ROTATION BASIS. If the overtime is offered and no Employee in the Building Work Crew accepts the overtime, then the overtime will be offered to all other CUSTODIAN Employees in the District ON A SENIORITY ROTATION BASIS. If no District wide Employee accepts the overtime, then an outside substitute will be called in to work.

No employee is eligible for any overtime, except that included in his respective Work Crew, unless specifically authorized by the Superintendent of Schools or designee.

Compensatory time may, with approval of the Superintendent or designee, be granted in place of overtime pay and may be accumulated and/or used as provided for in Article 6.07.

The Superintendent or designee shall have the discretion to rearrange hours of the workday for custodian or maintenance employees based upon unforeseen acts or conditions beyond the control of Board employees. For example, if an overnight snow storm takes place such that an employee must arrive at work one (1) hour early to remove snow, the Superintendent or designee shall have the discretion to dismiss the employee from work one (1) hour early on that day.

6.39 Emergency Overtime

Emergency overtime is an event that is due to an unexpected and non-anticipated request for service with less than twenty-four (24) hours' notice and shall not be subject to rotation or bidding. Emergency overtime shall be assigned at the discretion of the Superintendent or designee.

6.40 Athletic Events

Athletic Directors or designee will notify personnel regarding scheduled weekly events to allow coverage of said events. Pay will be for time worked. Compensatory time may, with approval of the Superintendent or designee, be granted in place of pay for time worked and may be accumulated and/or used as provided for in Article 6.07.

6.41 Substitutes

- A. When an Employee is absent, the most senior Employee in the Building Crew in which the school building requires the substitute shall be offered to work the overtime on a seniority rotation basis. If no employee on the Building crew elects to work the overtime, it shall then be offered to employees on the District Crew. If no employee on the Building Crew or District Crew elects to work the overtime, it may then be offered to a substitute employee. The supervisor shall have the discretion to allocate the absent employee's duties to more than one substitute. The time spent substituting for an absent employee shall be at least two (2) hours in addition to the employee's regular work day. When substituting for an absent employee, Premium Time Pay will apply in accordance with Article 6.06. Regular OAPSE employees who provide training/instruction to a substitute shall be compensated for any extra time worked as a result of said training/instruction.

- B. Reassignment of Employee to Bus Driver:

Whenever an employee is reassigned by the District to drive a bus route, the following provisions shall apply:

The Employee shall be paid at least the wages of the regular contracted job they have bid (example: must be paid at least 8 hours of work).

The District may hire a substitute to perform the regular duties of the reassigned employee.

The District has the right to require that the reassigned employee work up to the eight (8) hours of their regular duties as assigned by the Superintendent or designee. Example: If an employee is reassigned to five (5) hours of bus driving, the District may require him/her to work the remaining three (3) hours of their day to complete the regularly scheduled work shift OR OTHER DUTIES AS ASSIGNED.

Employees reassigned to perform bus driving duties may count that time as overtime as long as it meets all overtime requirements. Alternatively, employees at the discretion of the employee may count that time as compensatory time as long as it meets those requirements. Employees working both a.m. and p.m. routes along with other duties shall not exceed a maximum shift time of twelve (12) hours per work day.

BUS DRIVERS

6.42 Establishment of Regular Routes

The Transportation Supervisor/Designee will establish bus routes as required by student/school enrollment. The Transportation Supervisor/Designee shall have the option to alter existing routes in order to reach a more equal number of time and students per route, which may include a.m., p.m., Tolles, disabled student, and nonpublic student routes. The administration shall make up all routes and stops, time of departure and return time for each driver with the input of the driver who previously drove that route, or any other relevant information.

Whenever possible, routes shall be assigned to avoid unreasonable layovers for the driver.

An "individual route" is considered to be the assignment of a regular full-time bus driver to a set scheduled daily route, including AM and PM blocks. Within twenty (20) days after the first day of student instruction each year, drivers shall submit the actual drive time in writing to the transportation supervisor/designee.

6.43 Route Bidding

A. REGULAR ROUTES

When a vacancy due to resignation/retirement, a newly created route or any transportation need occurs, it shall be posted and bid as an AM and PM block in the Transportation Office for a period of seven (7) days and it shall be awarded to the successful bidder with the most seniority.

B. SUPPLEMENTAL ROUTES

Supplemental routes including pre-school and any other student transportation that is required outside of a regularly scheduled route shall be posted and bid annually. Posting and bidding of supplemental routes will take place within seven (7) days of the established transportation need. The route shall be awarded to the most senior bidder without conflicting times of their regular route.

6.44 Bus Routes

- A. When Jefferson Local Schools are not in session, drivers who have an alternative route, i.e., Tolles, etc. shall receive a minimum of two (2) hours pay at his/her regular rate of pay for each AM and PM route individually. If more than four (4) hours the drivers shall be compensated at his/her regular hourly rate for actual drive time.
- B. In addition to actual drive time, each driver shall be paid an additional forty-five (45) minutes per day. This additional time will cover the following tasks:

- Daily bus or van cleaning and sweeping
- Attendance at driver physical examinations
- Time spent on random drug/alcohol screenings

Time spent on post-accident drug/alcohol screenings
Preparation of maintenance repair records
Preparation of student discipline reports
Pre & post trip inspections
Fueling

If a driver is required to transfer to an alternative bus for a field trip in the same working day, a maximum of thirty (30) additional minutes will be allotted for tasks noted above and include completion of the field trip report.

- C. Maintaining route sheets and conferences with administrators and/or parents regarding student discipline on buses shall be paid at the driver's regular hourly rate of pay for the actual time of the conference.

6.45 Assignments for all Field Trips

- A. Trip tickets are dated and time stamped electronically once the coach or advisor submits them to the transportation department. All trip tickets for the following week, received by the previous Friday, shall be assigned as received and posted no later than Tuesday morning by 10:00 a.m. Weekly bid sheets will be placed in the bus garage for bidding purposes according to date and time going out. Trips will be placed in order according to date and time going out. Assignments shall be based on a seniority basis.

The most senior driver shall be offered the field trip on a seniority basis. Trips will be assigned to the date of the requested trip. If there is more than one trip going out on the same day, trips will be placed in order by time and date. If the field trip is offered and no driver accepts the field trip, the field trip shall be offered to a substitute driver.

For any trip that leaves during the driver's regular contracted time or committed time, every attempt will be made to have the driver's regular route covered by a substitute. However, adequate coverage may have to be secured by other drivers by seniority that may be available. The District has the right to assign another driver to a mid-day route or run.

If a contracted bus driver is re-assigned to a field trip during his/her regular contracted hours, the contracted driver will be paid his/her regular hourly rate of pay for the duration of his/her contracted hours. Upon completion of his/her contracted hours, the contracted driver will be paid at the field trip rate.

As soon as possible, the trip ticket shall be signed by the driver. Drivers must sign "YES" and their name, if they do want the trip so that the next person on the list will have a chance to sign up. A driver who does not sign is considered to be a "NO." The Supervisor/Designee shall then assign trips to the next driver, based on the seniority list posted.

If a field trip is rescheduled and has already been bid, that driver will be offered the trip first. If that driver does not want the trip, it will be offered to other drivers starting with the most senior driver. For field trips that are in the current week bid process and are rescheduled within the same bid period, the drivers that bid the original trip will be transferred over to the new request.

Field trips that are not within the current week bid process and are rescheduled will be voided and drivers will be required to bid on the new trip.

If a field trip already bid and accepted by a driver is turned back in, the field trip will be offered to the next most senior driver that bid on the trip. If no other drivers bid on the trip it will be offered to substitute drivers.

Field trips cannot be traded.

If no one bids on a field trip, the trip may be offered to a substitute.

If the regular driver of the preschool route is not driving their preschool route on any particular day, a regular contracted driver shall be offered the sub position first. The offering shall go by seniority.

The administration may deny a trip if it puts a driver into overtime for the week.

- B. When the vans are not needed for regular bus routes, teachers or coaches may use school vans to transport students to events in which the teacher or coach has a responsibility when nine (9) or fewer students need to be transported to extracurricular athletic or other contests provided they meet all of the van qualifications/certifications as per Ohio law. Such teachers or coaches will not receive any extra pay above and beyond their regular or supplemental contracts for driving such trips. The teachers or coaches are financially responsible for meeting the van qualifications/certifications as per Ohio law and ensuring the van is returned filled with gas and the interior clean.

6.46 Field Trip Rates

For any contracted bus driver taking field trips that result in more than forty (40) hours worked in any week, premium rate will be paid as follows per the ruling by Fair Labor Standards.

If the field trip resulting in overtime occurs after regular contracted hours are worked, the rate will be at one and one-half (1-1/2) times the field trip rate. Hours are for actual hours worked and shall be consistent with Article 6.06.

If any field trip results in overtime occurring before regular contracted hours are worked, the rate will be a weighted average based on all hours worked. Hours are for actual hours worked and do not include paid absences, calamity day time not worked, or holidays.

Field trip rates for the duration of this Contract will be \$17.00 per hour. Upon Board approval of this Contract and only for the duration of this Contract that expires on June 30, 2024, the field trip rate shall be increased in the 2021-22, 2022-23 and 2023-24 school years at the same rate as the across the board increases identified in Article 6.01 for each of those three contract years (2.75%, 2.75%, 2.0%). If a contracted bus driver is reassigned to a field trip during his/her regular contracted hours, the contracted driver will be paid his/her regular hourly rate of pay for the duration of his/her contracted hours. Upon completion of his/her contracted hours, the contracted bus driver will be paid at the field trip rate.

6.47 Posting of Field Trips

Field trips will be posted on the transportation employees board with easy access at all times each week for each driver. Field trips shall be handed out every Tuesday for the following week.

Drivers taking non-routine trips that require an overnight or multiple night stay shall be given a food allowance not to exceed fifteen dollars (\$15.00) per each eight (8) hours they are outside of the District.

Drivers shall be eligible for food allowance payment upon submission of supporting receipts. If a food vendor does not provide receipts, the employee shall have the food vendor complete the District issued form documenting the purchase.

6.48 Emergency Route / Field Trip / Transportation

Any route/trip/transportation required with less than twenty-four (24) hour notice to the Transportation Supervisor/Designee will be assigned at his/her sole discretion. An emergency is an event that is due to unexpected and non- anticipated request for services.

6.49 Guaranteed Time

If any driver arrives for a scheduled field trip and the field trip becomes cancelled, he/she shall be guaranteed two (2) hours at his/her field trip rate. All field trips will be guaranteed a minimum of two (2) hours pay at the field trip rate.

6.50 Summer Field Trips

During summer vacation months, the Supervisor/Designee will assign trips according to availability of drivers, by seniority. Drivers should make known to the Supervisor/Designee, in writing prior to the last day of school of their availability.

6.51 Remaining at the Site

The driver(s) shall remain at the site during field trips to remain accessible for needs of the passengers unless other arrangements have been made through the supervisor. Drivers who are required to pay to enter an event in order to access restroom facilities and/or concessions shall be reimbursed the cost of attendance by providing written evidence of payment, such as a receipt of payment, to the Treasurer. The driver will be paid for a minimum of two (2) hours each way or actual time spent. Split trips must be notated on the bus request form so drivers know before signing the trip that it is split. If adequate restroom/food facilities are not available, the driver may leave at the discretion of the coach. If more than one (1) driver has driven to the site, then additionally, at least one (1) driver shall remain with the bus.

6.52 Field Trip Discipline

Drivers are in charge of discipline of students for behavior on buses during field trips. It is understood though, that assistance of the Coaches or Advisors in discovering inappropriate behavior or in dealing with it may be necessary.

6.53 Bus Driver Physicals

Physicals that are required of bus drivers once per year shall be paid for by the Board. The Board shall select the physician to perform the physical.

6.54 CDL / Abstract / BCI Checks

The Board will pay the cost of CDL renewal, abstracts, and SCI and FBI background checks required to satisfy state law and regulations in respect to licensing and six (6) year re-certification of full-time contracted bus drivers. This does not pertain to the initial SCI and/or FBI check required upon being hired by the District.

6.55 On-Board Instructor (OBI)

The position of On-Board-Instructor (OBI) shall be posted and bid in accordance with Article 5 of the Agreement and shall not be filled on a voluntary basis.

The Driver/OBI will be assigned to train on the basis of a rotating seniority list, starting with the most senior driver to the least senior driver who currently holds the position. If a driver/OBI declines an assignment when his/her turn arises, he/she will go to the bottom of the list. Training as expressed above consists of (but is not limited to) new driver applicants or six (6) year re-certifications.

The Board shall pay any Driver/OBI an additional one dollar (\$1.00) per hour beyond his/her current regular hourly rate of pay for all hours as an OBI.

6.56 OBI Re-Certification & In-Service Training

In order to satisfy law or regulations for a certified OBI(s), OBI(s) will be required to attend a minimum of (but not limited to) four (4) hours of mandatory in-service training and will be paid his/her current regular OBI hourly rate of pay.

In the event the state requires an OBI job adjustment to its duty description, (e.g. [1] trainer, [1] tester) choice option will be offered by seniority with the most senior driver to the least senior driver of those OBIS holding the position.

6.57 Bus Driver In-Service Training

In order to satisfy law or regulations for the licensed school bus driver, all drivers will be required to attend a minimum of (but not limited to) four (4) hours of mandatory in-service training. Drivers shall be paid their regular hourly rate of pay for all in-service training.

Bus drivers will be paid for one (1) hour per month as needed for meetings. Pay will be at his/her current regular hourly rate of pay.

In order to satisfy state law and regulations with respect to the six (6) year re- certification and/or OBI re-certification/in-service of a licensed school bus driver and a certified OBI driver/trainer, drivers will be required to attend four (4) hours (but not limited to) of state mandatory in-service training. Drivers will be paid at his/her regular current hourly route rate.

6.58 CDL Test Failure

If a driver cannot maintain a CDL due to a retesting requirement and his/her failure to pass or take the retest, he/she will be placed on an unpaid leave of absence until such time he/she obtains a license, or for a maximum of eighty (80) work days, whichever is less. Upon obtaining such license as required, the employee will be returned to an active driving assignment (same number of hours). The employment of an employee who does not obtain renewal of the required license prior to the expiration of an unpaid leave of absence granted pursuant to this section will be terminated.

6.59 Cross-Training Allowance

The Board agrees that the period of time that the current Negotiated Agreement is in effect, it will pay for the cost of training current employees who are not certified CDL bus drivers to receive training which leads to certification as a school bus driver. Such payment for training will be made on the following conditions:

1. Prior approval of the Superintendent is necessary to qualify for this benefit. The Superintendent shall have the sole discretion to determine whether approval of such training for the employee is for the betterment of the school district. The decision of the Superintendent is final and not subject to grievance or arbitration.
2. No more than five (5) employees per year shall be eligible for this cross-training allowance.

6.60 Bus Cleaning

The Board will be responsible for the annual end-of-the year cleaning of buses. The Board reserves the right to hire an outside contractor to wash buses throughout the year as needed.

Drivers may wash the exterior of their bus once a month provided it has been cleared through their supervisor if necessity is warranted. An hour will be allotted for washing a bus and a half hour will be allotted for washing a van.

ARTICLE 7 – Leave of Absences

7.01 Sick Leave

A. Entitlement to Sick Leave

Each bargaining unit member shall be granted one and one-half (1-1/2) days sick leave for each complete month of employment. Sick leave shall accumulate during active employment on a continuous year-to-year basis. Maximum sick leave accumulation shall be two hundred sixty-five (265) days. An employee new to the school system may transfer accumulated sick leave from a previous position. It will be the bargaining unit member's responsibility to see the transfer is made.

Bargaining unit members who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave based on the time actually worked on the same basis as that granted to full-time employees.

B. Use of Sick Leave

Bargaining unit members may use sick leave for absence due to personal illness, maternity reasons, injury, exposure to contagious disease which could be communicated to students or other employees, and illnesses, injury, or death in the bargaining unit member's immediate family.

Sick leave shall be charged in one quarter (1/4) day, one-half (1/2) day and full day increments.

C. Definition of Immediate Family

For purposes of this Agreement, immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, stepchildren, stepparents and spouse's parents. Also included are other relatives or dependents not listed above who make their home with the bargaining unit member. Sick leave may also be used for absences due to bereavement of a member's immediate family, and their aunt, uncle, nephew, spouse's siblings and spouse's grandparents.

Bargaining unit members shall be permitted one (1) sick leave day to attend the funeral of an extended family member, e.g. stepchild, brother-in-law, sister-in-law.

D. Notification of Absence

An employee who is absent or expects to be absent from duty shall notify their supervisor as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such notification impossible. In emergency situations, the bargaining unit member shall call in his/her absence.

Employees are required to furnish a statement in the manner prescribed by the Board to document the use of sick leave within three (3) workdays of using sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Use of sick leave beyond six (6) consecutive workdays will require a medical certificate from a physician that specifies when the illness began and when the employee may return to duty.

E. SICK LEAVE BANK

A bargaining unit member who expects to exhaust all of his/her accumulated sick leave and expects that additional days are still needed may request through the Local Union that additional days be transferred from another bargaining unit member's accumulated sick leave. The individual bargaining unit members shall authorize, in writing to the Treasurer of the Board, the number of days to be deducted from their account and who will be receiving the transferred days. Donations made will remain with the party to whom they were contributed, even if they are not used. Employees may request the transfer forms from the Board Treasurer.

F. Quarantine

Full salary will be paid for absence due to the quarantine of bargaining unit member's residence provided that the bargaining unit member has accumulated sick leave credit. Such days shall be deducted from the accumulated sick leave credited to the bargaining unit member.

G. Cumulative Sick Leave

Bargaining unit members shall be compensated for unused sick leave under one of the two plans listed below:

Plan One

A bargaining unit member may elect to maintain his/her current sick leave.

Plan Two

A bargaining unit member who has accumulated two hundred sixty-five (265) days or more of unused sick leave in the current year and has used no more than five (5) days in the current school year will be paid for the current year's accrued and unused sick leave.

- a. Unused sick leave days accumulated between July 1st and June 30th will be reported in the paycheck and will be paid in the July check of that year.
- b. Not later than the July payroll, the Treasurer shall remit to each bargaining unit member a sick leave check equal to unused sick leave days for the year times twenty-five percent (25%) of his/her regular daily pay.
- c. All days purchased by the Board shall be removed from the individual total sick leave accumulation.

- d. If a bargaining unit member leaves mid-year, the member will be eligible for accrued unused sick leave in a pro-rated basis rounded to the nearest whole, half or quarter day(s).
- e. This section shall supersede 3319.141 of the Ohio Revised Code.

7.02 Personal Leave

A. Allotment of Personal Leave

Use of these days for gainful employment is prohibited. Employees requesting the use of personal leave for emergency child care may be permitted at the discretion of the Superintendent or his/her designee.

Each bargaining unit member shall be granted three (3) days of non accumulative personal leave per school year upon submitting the request to the appropriate administrator. Personal leave may be used in one quarter (1/4), one half (1/2) or full day increments.

B. Request for Personal Leave

Except in case of urgent necessity, application for personal leave shall be made, in writing, to the Superintendent seven (7) days prior to the beginning of such leave. Fraudulent use of personal leave may result in dismissal.

C. Restrictions on the Use of Personal Leave

- a. More than two (2) consecutive personal leave days may be taken with permission in advance from the Superintendent.
- b. No more than ten percent (10%) of the number of employees in any classification may take unrestricted personal leave at the same time.
- c. During the month of May, bargaining unit members must submit requests to the appropriate administrator at least ten (10) school days prior to the day of requested leave on the personal leave form provided by the Board.
- d. Bargaining unit members may not use personal leave during the first or last week of the school year, unless there are extraordinary circumstances as approved by the Superintendent.

D. Unused Personal Leave

Employees who do not use their full allotment of personal leave may:

- a) Elect to be paid at the rate of \$85 for any unused personal leave days issued yearly. The Board shall pay Employees for unused personal leave days no later than July 30, or
- b) Roll over up to two unused personal leave days, with the further understanding that in no school year can the member have more than a total of five (5) accrued days, or
- c) Convert unused personal leave days to sick leave days, to be added to the member's accumulated sick leave the following school year. Sick leave accumulation shall not exceed two hundred sixty-five (265) days for the duration of the contract.

Employees have until the last student day of the school year to inform the treasurer's office of their intention for unused personal leave. The treasurer's office shall furnish the employees the form for electing their preference. Unused personal leave will automatically convert to sick leave if the form is not returned by the last student day of the school year.

7.03 Assault Leave

In case of a physical assault on a bargaining unit member, arising out of and in the course of the bargaining unit member's employment, which results in the bargaining unit member's being disabled from performing his or her duties as determined by the bargaining unit member's physician, psychologist, psychiatrist, therapist, or other diagnostic agent licensed by the State, the Board shall grant, without charge to sick leave, up to a maximum of ten (10) days absence. Additional days may be granted if the situation warrants as determined by the Superintendent. The Board may require a second opinion examination and certificate from a physician, psychologist, psychiatrist, therapist, or other diagnostic agent licensed by the State, mutually agreed upon by the member and the Board, and paid by the Board, indicating that the bargaining unit member is disabled from performance of duties and the nature and duration of such disability.

Bargaining unit members applying for assault leave shall be required to submit an application for Workers' Compensation. Should Workers' Compensation be approved and the bargaining unit member is reimbursed for salary on days absent while on assault leave and sick leave, said reimbursement shall be assigned to the Treasurer of the Board.

7.04 Return from Leave

All employees must be able to satisfy all provisions of their job description before they are permitted to return from any leave of absence and provide a medical release if pertinent. This provision is not intended to conflict with the Americans with Disabilities Act.

7.05 Jury Duty

- A. A bargaining unit member who is summoned for jury duty during normal working hours will be granted a leave of absence from normal working hours to permit compliance provided the classified staff member meets the following stipulations:
 - 1. Notifies the Superintendent within two (2) days after receipt of any jury summons. Notification shall include a copy of the summons.
 - 2. Submits a statement signed by the classified staff member to the Treasurer stating:
 - a. The date and time in attendance at the proceeding
 - b. The actual amount of compensation which was received as a result of the appearance or, of no compensation was received, a statement stating so.
 - 3. The amount of any compensation, except that which is paid specifically for expenses incurred by reason of summons, must be remitted by the bargaining unit member to the office of the Treasurer before the end of the pay period in which the absence occurred.
- B. In court cases in which the bargaining unit member's presence is required, the Superintendent may authorize absence with no loss in salary in accordance with the provisions of this section. The decision of the Superintendent with respect to such matters shall be final. Said approval shall require the bargaining unit member to meet the following stipulations:
 - 1. Notifies the Superintendent within two (2) days after receipt of the jury summons. Notification shall include a copy of the summons.
 - 2. Submits a statement signed by the classified staff member to the Treasurer stating:
 - a. The date and time in attendance at the proceeding
 - b. The actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
- C. The amount of any compensation, except that which is paid specifically for expenses incurred by reason of summons, must be remitted by the member to the office of the Treasurer before the end of the pay period in which the absence occurred.

7.06 Family Medical Leave

The Family Medical Leave Act of 1993 shall govern bargaining unit members, provided that the benefits of the law supplant and do not detract from the Collective Bargaining Agreement.

FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12) month period for specified family and medical reasons. The law contains

provisions on employer coverage; employee eligibility for the law's benefits, entitlement to leave, maintenance of health benefits during leave, and job restoration after leave.

Based on FMLA law currently in effect, Jefferson Local Schools will grant eligible employees up to twelve (12) weeks of leave during the twelve (12) month period beginning July 1 and ending June 30. Spouses are jointly entitled to a combined total of twelve (12) work weeks of family leave.

Unless specifically addressed elsewhere in the Collective Bargaining Unit Agreement, absences, if qualifying, will be covered under the following FMLA provisions:

Any absence of three (3) or more consecutive days will be applied to the annual twelve (12) week family medical leave, providing the absence is FMLA qualifying. To qualify, the leave must be for one of the following reasons:

- The birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (as defined in this collective bargaining unit agreement) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

To be eligible for FMLA benefits, an employee must (1) work for a covered employer; (2) have worked for the employer for a total of twelve (12) months; and (3) have worked at least 1,250 hours over the previous twelve (12) months. Subject to certain conditions, employees may choose to use accrued paid leave to cover qualifying FMLA leave. Jefferson Local Schools shall have the right and responsibility for designating if an employee's use of paid leave counts as FMLA, based on information from the employee. Employees must submit documentation to support FMLA qualifying absences.

7.07 Short Term Leave

The Superintendent may permit an employee to use short term leave once a school year, with the total number of days not to exceed five (5) days per school year, additional days may be granted if the Superintendent deems appropriate. These days shall be without pay. These days may not be coupled with any other leave to create absence from the job totaling six (6) consecutive school days. Written requests for such leave must be made to the Superintendent at least thirty (30) days before the leave is to begin.

The factors listed below will be taken into account by the Superintendent in granting this leave:

1. The disruptive effect the leave may have;
2. The availability of a satisfactory substitute;
3. The types and frequency of other leaves granted to employees;

4. The employee's attendance record;
5. The amount of time between the employee's request and the start of the leave;
6. The reason for the leave and
7. Performance evaluations.

To apply for this leave an employee must:

1. Have been employed by the Board for at least three (3) full school years prior to the leave;
2. Submit a written request to the Superintendent indicating the beginning and ending dates of the leave and the reason(s) therefore and;
3. Meet with the Superintendent upon its individual merit, and decisions made will not necessarily constitute precedent.

7.08 Professional Leave—Workshops

It is agreed that the Board provides its Classified Personnel the opportunity to attend their own organization's activities on COTA/OAPSE Day in October without loss of pay. Their supervisor will be informed no later than fourteen (14) days before such meetings. Proof of attendance shall be presented to the Treasurer on the next working day.

Where the operation of the school district requires that certain personnel be on duty, priority in the following order shall be given to those making a written request to attend OAPSE day:

1. Officers of the OAPSE Central District
2. Local OAPSE Officers
3. All other Bargaining Unit Members

7.09 Vacation Leave

A. Vacation Schedule (11 & 12 Month Employees Only)

For employees hired prior to July 1, 2015, the following vacation schedule applies:

During Year	# of Days Accruing
1	10
2	10
3	10
4	10
5	10
6	12
7	12
8	12
9	12
10	12
11	18
12	18
13	18
14	18
15	18
16	20
17	20
18	20
19	20
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	30
Maximum	

For employees hired after July 1, 2015, the following vacation schedule applies:

During Year	# of Days Accruing
1	10
2	10
3	10
4	10
5	10
6	12
7	12
8	12
9	12
10	12
11	18
12	18
13	18
14	18
15	18
16	20
17	20
18	20
19	20
20	20
Maximum	

B. Restrictions

1. Employees may use the number of accrued days per year for vacation. The use of more vacation days than accrued for the year must be approved by the employee's immediate supervisor and superintendent. For purposes of vacation, maintenance and custodians shall be placed onto one list. No more than thirty percent (30%) of the classification shall be allowed to take vacation at one time unless specifically approved by the Superintendent.
2. Eligibility for vacation shall be based on the anniversary date of the employee's employment. The anniversary date shall be based on the employee's most recent date of hire into the district. Vacation will accrue at the start of the employee's contract year (i.e. July-June employees accrue vacation in July).
3. Members of the bargaining unit may take vacation one (1) week at a time or consecutive between June 15 and August 15. Other vacation days may be taken from regularly scheduled work days during the Christmas Holidays or Spring Recess. Application for Christmas or Spring Recess vacation time should be made to the supervisor at least fourteen (14) days before the vacation starting time. Vacation may be requested at any time during the year provided such request is authorized by the immediate supervisor and Superintendent. If a custodian/maintenance/grounds employee requests to use vacation leave during the school year, i.e. student instruction days, the immediate supervisor shall have the discretion to authorize the leave request, provided the position is filled using an outside substitute, when

needed, if one is available. In the event a substitute is not available, the seniority list will be used in assigning the duties to a member of the bargaining unit.

4. Employees receiving paid vacation days may carry over a maximum of fifteen (15) days from one year to the next. This carryover will automatically occur. For employees in the classification of computer technician only, once an employee reaches the maximum accumulation of fifteen (15) carryover days, annually, and upon request by the employee, the Superintendent may authorize payment for any unused vacation days at the employee's then-current rate of pay. Before becoming eligible to apply for such a payout, the employee must have fifteen (15) carryover days accumulated.
5. In order to facilitate record keeping and avoid disagreements concerning restrictions as per Article 7.09, any weekly vacation requests for the calendar year should be submitted in writing on the district provided request form to the supervisor within six (6) months of the desired vacation date. All submitted requests shall be approved/denied based on seniority and availability within fourteen (14) days of receipt of request. Vacation will be restricted in the 2 weeks after school starts and the 2 weeks before school ends. All other vacation requests will fall under Article 7.09(B)(3) of the negotiated contract.

Article 8 – Working Conditions & Employment Practices

8.01 Job Assignment

The OAPSE Local #684 agrees with the Board that no guarantee can be given to any employee on a job assignment on or before October 1st. This is due to the many factors contributing to each and every job assignment. Even though the Board cannot guarantee such job assignment before October 1st, every effort will be made to tell employees as soon as possible their job assignments for the coming year.

8.02 District Vehicle & Bus Assignments

The administration will determine which buses and/or vehicles to be used for routes and field trip transportation.

8.03 Standard Work Week

The standard workweek for all bargaining unit employees shall be Monday through Friday. The Superintendent may establish a work schedule other than Monday through Friday providing the appropriate rate of pay is paid for Saturday and Sunday.

8.04 Personnel File

Any unit member, upon written request to the Superintendent's secretary, within a reasonable amount of time, shall be permitted to review his or her personnel file. The only items that may be removed when a unit member requests review shall be that of medical records.

8.05 Evaluations

- A. Bargaining unit members shall be evaluated at least annually, until they reach non-probationary status, and then evaluated a minimum of every other year.
- B. Under appropriate circumstances, a negative evaluation shall include specific recommendations for improvements. The unit member shall receive a copy of the evaluation.
- C. No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- D. Performance Evaluation Plan

Any bargaining unit member determined not to be properly performing some facet of his or her duties and/or responsibilities may be called to a conference by their supervisor and shall be entitled to Union representation. This conference shall indicate to the unit member exactly what is not acceptable, why such action is not acceptable, and exactly what action is acceptable. Such session shall be documented and signed by both parties (unit member and supervisor). Bargaining unit members who have had a conference with their supervisor are entitled to a copy of the signed documentation, upon request, and may respond in writing if he or she disagrees with the conference report.

8.06 Supervisor Job Description

It is agreed that the Superintendent provides a written job description for all supervisory personnel that describes the duties to be performed. Those duties not provided to remove job opportunities from any employee(s) presently working for the School District.

8.07 Restrooms

When an employee is required to be on duty, restroom facilities shall be provided.

8.08 OAPSE Benefits

It is agreed between the Board and the OAPSE Local #684 that two (2) bargaining unit members of OAPSE Local #684 will be approved by the Board to attend the OAPSE State Delegate Convention once a year for three (3) days in May, without a reduction in pay. The Board would allow two (2) employees from the same classification under the following two (2) provisions:

- A. Prior written approval by the Superintendent
- B. Employees guarantee that they will not attend same sessions.

8.09 Conducting OAPSE Business

It is agreed that all members of OAPSE Local #684 shall refrain from discussing OAPSE business or making telephone calls about OAPSE business on school time. OAPSE members shall conduct their

business on their own time outside of specific working hours. with the following exception, a maximum paid time of one (1) hour per month for the purpose of attending OAPSE Local #684 Union meetings during regularly scheduled work hours. Such meetings are to be held at times when students are not present for in-person instruction.

8.10 OAPSE Local President Conducting OAPSE Business

It is agreed that three (3) hours per month shall be granted to the OAPSE Local President (or Vice President if the President is not available), with pay, for the purpose of conducting OAPSE business (administration of grievance/disciplinary hearings/Labor/Management Committee Meetings). A written statement shall be given to the Treasurer on or before the 12th of each month.

The OAPSE Local President shall be provided with a copy of all current and/or revised job descriptions of bargaining unit positions.

The Board shall provide a separate mailbox at each work site for OAPSE related materials.

8.11 Drug & Alcohol Accident Testing

The Superintendent or designee can require an employee to submit to a blood or urinalysis test for alcohol or substance abuse based on reasonable suspicion, promptly after an accident or workplace injury of a near-miss. The standard protocols for such testing issued by the U.S. Department of Transportation will be followed. The Board shall pay for all costs involved in such testing.

8.12 Background Checks

The Board will pay the cost for the State and Federal background checks for employees who are currently under contract and they go the Madison County Sheriff's Office for such test as required by the Ohio Revised Code, excludes new hires.

8.13 Public Works Testing

Employees who take the required Public Works curriculum and tests during their regularly scheduled hours will not be paid extra for taking the tests. Employees who take the curriculum and tests outside their regularly scheduled hours will be paid their regular hourly rate to take the curriculum and tests up to a maximum of the time allotted on each module.

Article 9 – Constituting the Complete Agreement

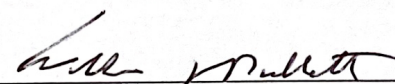
- 9.01** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that each party did make certain proposals to and demand upon each other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party hereto agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by the within Agreement in whole or in part. That such withdrawal is as much consideration for the written Agreement as is the incorporation herein of matters agreed upon. Therefore, the employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any change in any subject or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within their knowledge or contemplation.

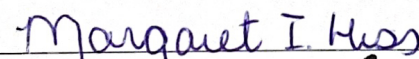
The Negotiated Agreement between the Board and OAPSE Local #684 shall be effective from July 1, 2021 through June 30, 2024.

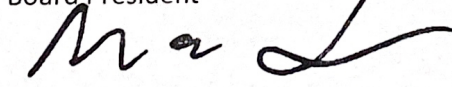
9.02 Final Draft of the Contract

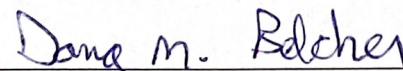
Any cost incurred to secure copies of the Final draft of the Contract will be shared equally between the Board and the Local.

FOR THE BOARD

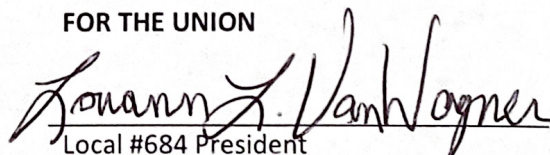

Superintendent


Board President


Board Treasurer

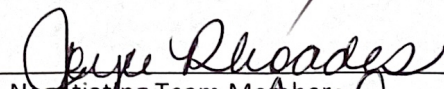

Negotiating Team Member

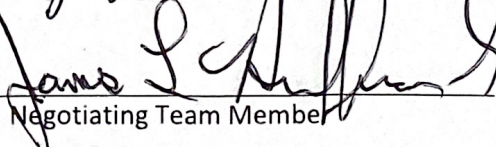
FOR THE UNION


Local #684 President


OAPSE Staff


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

**Jefferson Local School
District
Secretary Salary
Schedule**

% inc. 2.75%

2021-22

Step	Hired After 1987
0	17.82
1	18.07
2	18.33
3	18.63
4	18.89
5	19.14
6	19.47
7	19.59
8	19.78
9	19.91
10	20.07
11	20.20
12	20.33
13	20.47
14	20.61
15	20.81
16	20.94
17	20.94
18	20.94
19	20.94
20	21.07
21	21.07
22	21.20
23	21.20
24	21.20
25	21.37
26	21.37
27	21.37
28	21.37
29	21.37
30	21.54
30	21.54
30	21.54
30	21.54
30	21.54

Jefferson Local School District
Secretary Salary Schedule

% inc. 2.75%

2022-23

Step	Hired After 1987
0	18.31
1	18.57
2	18.83
3	19.14
4	19.41
5	19.67
6	20.01
7	20.13
8	20.32
9	20.46
10	20.62
11	20.76
12	20.89
13	21.03
14	21.18
15	21.38
16	21.52
17	21.52
18	21.52
19	21.52
20	21.65
21	21.65
22	21.78
23	21.78
24	21.78
25	21.96
26	21.96
27	21.96
28	21.96
29	21.96
30	22.13
30	22.13
30	22.13
30	22.13
30	22.13

**Jefferson Local School
District
Secretary Salary
Schedule**

% inc. **2.00%**

2023-24	
Step	Hired After 1987
0	18.68
1	18.94
2	19.21
3	19.52
4	19.80
5	20.06
6	20.41
7	20.53
8	20.73
9	20.87
10	21.03
11	21.18
12	21.31
13	21.45
14	21.60
15	21.81
16	21.95
17	21.95
18	21.95
19	21.95
20	22.08
21	22.08
22	22.22
23	22.22
24	22.22
25	22.40
26	22.40
27	22.40
28	22.40
29	22.40
30	22.57
30	22.57
30	22.57
30	22.57
30	22.57

**Jefferson Local School
District
Bus Driver Salary
Schedule**

% inc. **2.75%**

2021-22	
Step	Hired After 1987
0	18.38
1	18.66
2	18.93
3	19.19
4	19.50
5	19.78
6	20.07
7	20.23
8	20.40
9	20.59
10	20.71
11	20.90
12	21.05
13	21.22
14	21.39
15	21.55
16	21.74
17	21.74
18	21.74
19	21.74
20	21.90
21	21.90
22	22.04
23	22.04
24	22.04
25	22.21
26	22.21
27	22.21
28	22.21
29	22.21
30	22.36
31	22.36
32	22.36
33	22.36
34	22.36

Jefferson Local School
District
Bus Driver Salary
Schedule

% inc. 2.75%

2022-23

Step	Hired After 1987
0	18.89
1	19.17
2	19.45
3	19.72
4	20.04
5	20.32
6	20.62
7	20.79
8	20.96
9	21.16
10	21.28
11	21.47
12	21.63
13	21.80
14	21.98
15	22.14
16	22.34
17	22.34
18	22.34
19	22.34
20	22.50
21	22.50
22	22.65
23	22.65
24	22.65
25	22.82
26	22.82
27	22.82
28	22.82
29	22.82
30	22.97
31	22.97
32	22.97
33	22.97
34	22.97

**Jefferson Local School
District
Bus Driver Salary
Schedule**

% inc. **2.00%**

2023-24

Step	Hired After 1987
0	19.27
1	19.55
2	19.84
3	20.11
4	20.44
5	20.73
6	21.03
7	21.21
8	21.38
9	21.58
10	21.71
11	21.90
12	22.06
13	22.24
14	22.42
15	22.58
16	22.79
17	22.79
18	22.79
19	22.79
20	22.95
21	22.95
22	23.10
23	23.10
24	23.10
25	23.28
26	23.28
27	23.28
28	23.28
29	23.28
30	23.43
31	23.43
32	23.43
33	23.43
34	23.43

Jefferson Local School
District
Custodian Salary
Schedule

% inc. 2.75%

2021-22

Step	Hired After 1987
0	17.50
1	17.73
2	18.04
3	18.32
4	18.61
5	18.86
6	19.13
7	19.29
8	19.46
9	19.57
10	19.70
11	19.84
12	19.98
13	20.09
14	20.22
15	20.39
16	20.49
17	20.49
18	20.49
19	20.49
20	20.64
21	20.64
22	20.81
23	20.81
24	20.81
25	20.94
26	20.94
27	20.94
28	20.94
29	20.94
30	21.04

Jefferson Local School
District
Custodian Salary
Schedule

% inc. 2.75%

2022-23

Step	Hired After 1987
0	17.98
1	18.22
2	18.54
3	18.82
4	19.12
5	19.38
6	19.66
7	19.82
8	20.00
9	20.11
10	20.24
11	20.39
12	20.53
13	20.64
14	20.78
15	20.95
16	21.05
17	21.05
18	21.05
19	21.05
20	21.21
21	21.21
22	21.38
23	21.38
24	21.38
25	21.52
26	21.52
27	21.52
28	21.52
29	21.52
30	21.62

Jefferson Local School
District
Custodian Salary
Schedule

% inc. 2.00%

2023-24

Step	Hired After 1987
0	18.34
1	18.58
2	18.91
3	19.20
4	19.50
5	19.77
6	20.05
7	20.22
8	20.40
9	20.51
10	20.64
11	20.80
12	20.94
13	21.05
14	21.20
15	21.37
16	21.47
17	21.47
18	21.47
19	21.47
20	21.63
21	21.63
22	21.81
23	21.81
24	21.81
25	21.95
26	21.95
27	21.95
28	21.95
29	21.95
30	22.05

**Jefferson Local
School District
Aide Salary
Schedule**

% inc. **2.75%**

2021-22	
Hired	
After	
1987	
Step	
0	16.54
1	16.80
2	17.05
3	17.34
4	17.58
5	17.88
6	18.13
7	18.23
8	18.33
9	18.43
10	18.54
11	18.61
12	18.67
13	18.76
14	18.85
15	18.97
16	19.03
17	19.03
18	19.03
19	19.03
20	19.10
21	19.10
22	19.23
23	19.23
24	19.23
25	19.31
26	19.31
27	19.31
28	19.31
29	19.31
30	19.46

**Jefferson Local
School District
Aide Salary
Schedule**

% inc. **2.75%**

2022-23	
Step	Hired After 1987
0	16.99
1	17.26
2	17.52
3	17.82
4	18.06
5	18.37
6	18.63
7	18.73
8	18.83
9	18.94
10	19.05
11	19.12
12	19.18
13	19.28
14	19.37
15	19.49
16	19.55
17	19.55
18	19.55
19	19.55
20	19.63
21	19.63
22	19.76
23	19.76
24	19.76
25	19.84
26	19.84
27	19.84
28	19.84
29	19.84
30	20.00

**Jefferson Local
School District
Aide Salary
Schedule**

% inc. **2.00%**

2023-24	
Step	Hired After 1987
0	17.33
1	17.61
2	17.87
3	18.18
4	18.42
5	18.74
6	19.00
7	19.10
8	19.21
9	19.32
10	19.43
11	19.50
12	19.56
13	19.67
14	19.76
15	19.88
16	19.94
17	19.94
18	19.94
19	19.94
20	20.02
21	20.02
22	20.16
23	20.16
24	20.16
25	20.24
26	20.24
27	20.24
28	20.24
29	20.24
30	20.40

Jefferson Local School District
Computer Tech &
MechanicSalary
Schedule

% inc. 2.75%

2021-22

Step	Hired After 1987
0	21.20
1	21.85
2	22.49
3	23.17
4	23.85
5	24.59
6	25.36
7	26.08
8	26.89
9	27.67
10	28.50
11	29.37
12	30.26
13	31.13
14	32.05
15	33.04
16	33.14
17	33.25
18	33.43
19	33.64
20	33.91
21	33.91
22	33.91
23	33.91
24	33.91
25	34.76
26	34.76
27	34.76
28	34.76
29	34.76
30	34.76

Jefferson Local School District
Computer Tech &
MechanicSalary
Schedule

% inc. 2.75%

2022-23

Step	Hired After 1987
0	21.78
1	22.45
2	23.11
3	23.81
4	24.51
5	25.27
6	26.06
7	26.80
8	27.63
9	28.43
10	29.28
11	30.18
12	31.09
13	31.99
14	32.93
15	33.95
16	34.05
17	34.16
18	34.35
19	34.57
20	34.84
21	34.84
22	34.84
23	34.84
24	34.84
25	35.72
26	35.72
27	35.72
28	35.72
29	35.72
30	35.72

Jefferson Local School District
Computer Tech &
MechanicSalary
Schedule

% inc. 2.00%

2023-24

Step	Hired After 1987
0	22.22
1	22.90
2	23.57
3	24.29
4	25.00
5	25.78
6	26.58
7	27.34
8	28.18
9	29.00
10	29.87
11	30.78
12	31.71
13	32.63
14	33.59
15	34.63
16	34.73
17	34.84
18	35.04
19	35.26
20	35.54
21	35.54
22	35.54
23	35.54
24	35.54
25	36.43
26	36.43
27	36.43
28	36.43
29	36.43
30	36.43