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# CONTRACT

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between the

**SWITZERLAND OF OHIO LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

and the

**OAPSE/AFSCME LOCAL 4/AFL-CIO  
AND ITS LOCAL #041**



July 1, 2023 through June 30, 2026

## TABLE OF CONTENTS

<u>Subject</u>	<u>Article Number</u>	<u>Page</u>
Activity Trips	Article 35 .....	27-28
Assault Leave	Article 30 .....	25
Board (Management) Rights	Article 4 .....	2
Calamity Days	Article 33 .....	26-27
Calendar Committee	Article 47 .....	37
Call In Pay	Article 12 .....	5
Child Care Leave	Article 29 .....	25
Complete Agreement	Article 9 .....	4
Definitions	Article 3 .....	1-2
Disability Leave Fringes	Article 25 .....	19
Discipline	Article 27 .....	20-21
Dues Deduction	Article 36 .....	29
Employee Training	Article 42 .....	34
Grievance Procedure	Article 23 .....	18-19
Higher Classification Pay	Article 14 .....	8
Holidays	Article 32 .....	26
Insurance	Article 40 .....	31-32
Job Descriptions	Article 11 .....	5
Job Bidding	Article 18 .....	10-12
Jury Duty	Article 24 .....	19

<u>Subject</u>	<u>Article Number</u>	<u>Page</u>
Labor Management Committee	Article 10 .....	5
Layoff & Recall	Article 19 .....	12-14
Leave of Absence	Article 31 .....	25-26
Miscellaneous	Article 50 .....	37
Negotiations	Article 5 .....	2-3
Overtime	Article 34 .....	27
Pay Periods	Article 46 .....	37
Personal Leave	Article 22 .....	17
Personal Files	Article 38 .....	29-30
Placement on Salary Schedule	Article 15 .....	9
Printing Contracts	Article 37 .....	29
Probationary Period	Article 17 .....	10
Provisions Contrary to Law	Article 8 .....	4
Recognition	Article 2 .....	1
Reimbursement	Article 44 .....	36
Right to Strike	Article 7 .....	4
Safety	Article 6 .....	4
Seniority	Article 16 .....	9
SERS Pick-up	Article 39 .....	30
Severance Pay	Article 21 .....	16
Sick Leave	Article 28 .....	21-24

<u>Subject</u>	<u>Article Number</u>	<u>Page</u>
Signature Page	.....	38
Staff Dress/Uniforms	Article 48 .....	37
Substitute Pay	Article 14 .....	6
Summer Work Hours	Article 45 .....	36
Supplementals	Article 49 .....	37
Terms	Article 1 .....	1
Testing for Transportation	Article 41 .....	33-34
Union Leave	Article 13 .....	6
Union Rights	Article 26 .....	20
Vacations	Article 20 .....	14-16
Wages	Article 43 .....	34-35

## CONTRACT

This contract made and entered into this 1<sup>st</sup> day of July, 2023, between the Switzerland of Ohio Local School District Board of Education, hereinafter referred to as the BOARD and the Ohio Association of Public School Employees (OAPSE Local 41, hereinafter referred to as the UNION).

### ARTICLE 1 – TERMS

This contract is effective for the period beginning with July 1, 2023 and ending June 30, 2026.

### ARTICLE 2 – RECOGNITION

Section 1 The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all employees now employed or to be employed who are eligible to be members of the hereafter described bargaining unit.

Section 2 The bargaining unit shall include all regular non-teaching employees.

Section 3 For the purpose of this Contract, the following are excluded from the bargaining unit:

- A. Secretary of the Superintendent
- B. Treasurer
- C. Assistants to the Treasurer
- D. Administrative Secretaries
- E. Courier
- F. Technology Coordinator
- G. IT Tech
- H. EMIS Coordinator
- I. Other Supervisory Employees

Section 4 In the event the Board creates new non-teaching positions, the President of the Union shall receive notification of that fact. In the event a disagreement arises as to whether or not the newly created positions are included in the bargaining unit and covered by this Contract, the parties agree that issue shall be referred to the State Employment Relations Board for a decision.

### ARTICLE 3 – DEFINITIONS

- A. Days – Refers to calendar days unless otherwise indicated.
- B. Good Faith – The willingness to consider, propose, and counter-proposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.

- C. Party – Shall be construed to mean the Union’s and the Board’s appointed members of the negotiating team.

**ARTICLE 4 – BOARD (MANAGEMENT) RIGHTS**

The Union recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the Switzerland of Ohio Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement, the Union recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management, supervision, and control of the Switzerland of Ohio Local School District, including the right to employ, direct, assign, evaluate, terminate, and non-renew in accordance with Ohio law, promote, demote, layoff, and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this agreement, which are to be applicable to and observed by the employees; the right to determine, in accordance with the law, the school calendar, the hours of the school day, the beginning and end of the school day, and to determine all other matters, and exercise all other rights, with respect to the control and administration of the school district which are reposed by law in the Board and in the discretion of the Board.

**ARTICLE 5 – PROVISIONS FOR CONDUCTING NEGOTIATIONS**

- A. Section 1 – Negotiation Teams – The designated representatives of the Board will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between representatives. Neither party shall have control over the selection of the other party’s representatives. While no final contract shall be executed without ratification by the Union and formal acceptance by the Board, the representatives will have the authority to make proposals and determine items acceptable to both parties involved in negotiations.
- B. Section 2 – Consultants – Up to two (2) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.
- C. Section 3 – Expense – The expense of such consultants shall be borne by the party requesting or hiring him.
- D. Exchange of Information – Prior to and during the period of negotiations, the Board and the Union agree to provide each other, upon request, all regularly and routinely prepared public information concerning the issue(s) under consideration.

- E. Request for Meeting – Negotiations may be initiated by either party no earlier than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this agreement or any portions thereof.
- F. Submission of Issues – All issues for negotiations shall be submitted by the Union and Board in writing to each other at the first meeting. No additional issues shall be submitted by either party following the first meeting unless agreed to by both parties.
- G. Negotiation Procedures – The parties shall meet at places and times agreed upon at the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive sessions.
- H. Caucus – Upon request of either party, the negotiation meeting shall be recessed for a maximum of one-half (1/2) hour to permit the requesting party a period of time within which to caucus in privacy.
- I. Progress Report – During negotiations, interim reports made to the Union and the Board of Education by either party will be permitted.
- J. Item Agreement – As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue.
- K. Ratification – When a contract is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the contract together to determine the accuracy of the transcript. If the contract is then in proper form it shall be submitted to the Union and the Board for ratification and adoption. Both negotiation teams pledge to favorably recommend the tentative agreement to their respective party. If ratified by the union and by the Board, the contract shall become part of the official Board minutes and binding on both parties. Said contract shall be signed by the Board’s representative and by the Union’s representative.
- L. Disagreement - In the event an agreement is not reached by negotiations, after full consideration of proposals, either party shall have the option of declaring impasse. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached. Either party may prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. There shall be a minimum of two (2) mediation meetings. Should mediation fail to reach an agreement the Union shall have the right to strike in accordance with ORC 4117.14 by providing the Board of Education and the State Employment Relations Board with a 10 day notice of its intent to strike. This impasse procedure shall constitute the party’s sole and exclusive dispute settlement procedure.

## **ARTICLE 6 – SAFETY**

The Board of Education agrees to:

- A. Provide a safe and secure workplace, including appropriate safety and protective equipment, and
- B. Provide for the discussion of pertinent safety issues at Labor Management Committee meetings and Safety Committee meetings.

An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes represents a danger of death or serious physical harm to the employee.

Employees shall practice good safety habits.

## **ARTICLE 7 – LIMITED RIGHT TO STRIKE – NO LOCKOUT**

For the duration of this contract, neither the Union, its agents nor the employees represented by the Union shall engage in, assist in, sanction or approve any strike, slow down or withholding of services. Neither shall the Board lockout employees covered by this agreement.

## **ARTICLE 8 – PROVISIONS CONTRARY TO LAW**

If any Provision of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract. Upon the request of the Union or the board, the parties will meet to negotiate with regard to provisions which have been judicially determined to be contrary to law.

## **ARTICLE 9 – COMPLETE AGREEMENT**

This Contract supersedes all previous written and unwritten agreements or understandings between the parties; is recognized as the full and complete contract and settles all demands and issues with respect to all matters subject to collective bargaining whether or not such subject or matter is specifically referred to herein.

Board policy is not a part of this Contract and may be changed at the sole discretion of the Board provided it does not conflict with the provisions to this Contract. Policy changes which affect bargaining unit members shall not be implemented until thirty (30) days after notification of such change to Local #41.



## **ARTICLE 10 – LABOR MANAGEMENT COMMITTEE**

10.01 The Labor Management Committee will meet bimonthly, on the second Tuesday of September, November, February, and April at 9:00 AM to discuss subjects of mutual concern. Additional meetings may be scheduled at the request of either party. The committee will consist of the Superintendent (or his or her designee), The Local Union President (or his or her designee), and six (6) employees of the Board, three (3) to be designated by the Superintendent and three (3) to be designated by the Local President.

In addition, other relevant resource people, who are acceptable to each party, may be invited to attend meetings as necessary.

10.02 Meetings mandated by Section 10.01 above may be canceled or postponed by the mutual agreement of the Parties.

10.03 Employees who attend these meetings during their scheduled work time shall suffer no loss of pay for their attendance at these meetings. All OAPSE members attending the Labor Management Meeting shall be granted 1/2 Professional Day, unless additional time is granted by the Superintendent, and they shall be expected to return to their shift/job at the conclusion of the meeting.

## **ARTICLE 11 – JOB DESCRIPTIONS**

The Union shall be furnished with a copy of the job description of each classification or any changes thereto covered under the terms of this agreement. A committee consisting of bargaining unit members representative of the classification shall be formed in order to provide input on the creation and revision of job descriptions. The job description shall relate to duties normally performed by individuals working in the classification.

## **ARTICLE 12 – CALL-IN PAY**

Should an employee report to work at the Board's request, he/she shall be paid a minimum of two (2) hours pay at the employee rate of pay, whether or not work is performed and provided the necessary paperwork is submitted.

### **ARTICLE 13 – UNION LEAVE**

The Board agrees to permit up to three (3) duly elected delegates of OAPSE Local #41 leave of three (3) days each to attend the OAPSE annual Conference with continuity of salary. In addition, if a member of the bargaining unit is an officer in the State organization and eligible to be a voting member of the OAPSE annual conference, then that officer shall be provided up to three (3) days time as well. In no event shall the total number of persons on leave pursuant to this provision exceed four (4) in any one year.

All twelve (12) month employees may attend with pay a one (1) day OAPSE annual district meeting in October provided the meeting occurs on a day when the employee is scheduled to work.

Employees who serve OAPSE through either elected office, or appointed to serve on statewide committees will be granted leave on any day during which OAPSE agrees to reimburse the school district for the employee's wages.

Each employee requesting leave under this Article must file a professional leave form application with the Superintendent for his approval and be responsible for his/her own expenses.

The Union President who represents the Union membership at School Board meetings shall be released from 1/2 hour before to 1/2 hour after the school board meeting if scheduled to work.

### **ARTICLE 14 – SUBSTITUTE PAY AND HIGHER CLASSIFICATION**

14.01 For the purpose of this article three (3) areas will be addressed:

- Substitute Work – Replacing a bargaining unit member in a regular established position.
- Extra Work – Performing work that has been created above and beyond regular work activities.
- Summer Work – Work done by employees in the summer, between the end of the student school year and the beginning of the next student school year.

14.02 An employee who performs work in a classification, other than the employee's classification will receive the rate of pay for the classification at step 4 of the classification or the employees regular rate of pay, whichever is higher.

14.03 Substitute work and extra work will be offered to qualified members of the bargaining unit prior to offering work to non-bargaining unit members. All work will be offered to those qualified by district seniority.

14.04 Substitute work that does not conflict with employee's regular work schedule will be offered to those qualified for the work that needs to be completed. Employees will be assigned this work on the basis of seniority.

The following procedure will be utilized:

- In house employees, within the same classification, will receive first preference for the work. This will be based on seniority.
- If no in house bargaining unit members within the same classification accept the work employees on the district qualified substitute list will be utilized. This will be based on seniority.
- For purposes of "in house", locations shall be defined as follows:
  - 1) Beallsville Elementary
  - 2) Beallsville High School
  - 3) Monroe Central
  - 4) Powhatan Elementary
  - 5) River Elementary
  - 6) River High School
  - 7) Skyue Elementary
  - 8) Swiss Hills Career Center
  - 9) Woodsfield Elementary
  - 10) River Bus Garage
  - 11) Woodsfield Bus Garage
  - 12) Maintenance Building - Woodsfield
  - 13) SOS Building
  - 14) Beallsville Field House
  - 15) River Field House
  - 16) Monroe-Central Multi-Purpose Facility
  - 17) Board Office
  - 18) Monroe-Central Field House
  - 19) Jack Cera Building

14.05 Extra work, any work other than substitute work, which doesn't conflict with the employee's regular work hours, will be offered according to the following procedure:

- In house employees, within the same classification, will receive first preference on the work. This will be based on seniority.
- If no in house bargaining unit members within the same classification accept the work employees on the district qualified substitute list will be used. This will be based on seniority.

- 14.06 Summer Work – Employees who complete work during the summer (cutting grass, cleaning buses, summer custodial, etc.) will be paid on the Cleaning Person pay scale at Step “3.”

Summer work will be posted for bargaining unit members as outlined in the OAPSE contract. These jobs will be awarded on the basis of seniority. Employees who perform this work will be assigned to other duties rather than being sent home should the employer not be able to provide this work.

- 14.07 An updated substitute list will be published February 1, August 1, and November 1 of each year. Substitutes must apply in writing. Any applications received after the aforementioned dates must wait to be listed on the subsequent list.

- 14.08 It shall be the responsibility of the building secretary to contact substitutes for the following classifications: custodians, aides, cooks and secretaries.

It shall be the responsibility of the drivers to contact their own substitutes. If the bargaining unit member has difficulty obtaining substitute coverage, he/she shall contact his/her immediate supervisor for assistance.

- 14.09 An all call list will be created for OAPSE substitute secretary, aide, cooks, cleaning people and custodian positions by SOLSD IT Department. When a substitute secretary, aide, cook, cleaning person or custodian is needed, and no in-house employee within classification agrees to fill it, the building secretary will schedule an all call announcing the need for a substitute in that position. The all call will give a deadline of the following business day at 1:00 p.m. to call the secretary and “bid” on the substitute position. Once the 1:00 p.m. deadline is reached, the building secretary will review the bids and will award the position to the most senior bidder. The building secretary will use the attached bid sheet to record “bid” calls, to award to the highest bidder and must retain the same in a binder at the school. In the event that a building secretary is absent and cannot make the call, the building principal is responsible for the call.

- 14.10 In the event the need for a substitute is discovered outside of school business hours and needed for the following school day, the building principal is responsible for the call. If the principal directs the secretary/aide to make the call the secretary/aide will be compensated for at least two (2) hours at the appropriate rate of pay.

- 14.11 In the event that a substitute is needed the same day the need for a substitute is discovered, the same process will be utilized only the ability to “bid” on the substitute position shall end at 1:00 p.m. that same afternoon. This will allow building secretaries to call non-OAPSE substitutes to fill the position should an OAPSE member fail to bid.

## **ARTICLE 15 – PLACEMENT ON SALARY SCHEDULE**

- 15.01 The Board may grant a newly employed bargaining unit member up to a maximum of three (3) years of experience on the appropriate salary schedule for qualified pre-employment experience, which is a maximum of Step 3 on the salary schedule.
- 15.02 Upon the rehiring of a bargaining unit member, the Board will grant up to a maximum of ten (10) years of experience on the appropriate salary schedule for previous experience in the same classification.
- 15.03 Employees in the bargaining unit who successfully bid from one classification to another will be placed on the same step on the salary schedule in the new classification as held in his or her previous classification.

## **ARTICLE 16 – SENIORITY**

- 16.01 Seniority is defined as the length of continuous service as an employee of the Switzerland of Ohio Local School District. Seniority is determined by:
1. Seniority is determined by the effective date listed on the board minutes at the time of hire.
  2. In case of a tie, seniority shall be determined by the last four (4) digits of the bargaining unit members' social security numbers. The highest number shall have the highest seniority.
- 16.02 Seniority will not be broken by an authorized leave of absence. It will be broken by an employee's retirement, resignation, refusal of recall in accordance with section 19.10, or termination.
- 16.03 Only employees who are members of the bargaining unit will accumulate seniority. Seasonal, casual, or temporary employees will not accumulate seniority.
- 16.04 The Board will make available to the union, by October first, a current seniority list of all employees within the bargaining unit once each school year.

## ARTICLE 17 – PROBATIONARY PERIODS

17.01 All new employees shall be considered probationary employees for a period of sixty (60) calendar days which begins with the first date the employee engages in work activities. A new employee may be summarily dismissed within the sixty (60) day probationary period at the sole discretion of the Board and such a dismissal shall not be subject to the grievance procedure. The seniority date of employees who are retained beyond the sixty (60) day probationary period shall be computed from the employee's first work day. Insurance benefits will become effective for new employees on the first day of the first month immediately following the month in which employment begins.

If a new employee is retained beyond the sixty (60) day probationary period, regardless of his/her hire date, he/she shall be employed under the following sequence of contracts:

1. A limited contract for the remainder of the school year in which the probationary period ends.
2. A limited contract for a period not to exceed one year.
3. A continuing contract which can only be terminated in accordance with, or for one of, the reasons listed in R.C. 3319.081. The renewal/non-renewal of employment contracts of employees covered by this agreement shall be governed by R.C. 3319.081 and R.C. 3319.083.

17.02 Employees who are awarded positions through the procedure described in Article 18, Job Bidding, below, will be subject to a ten (10) work day trial period. During this period he or she may be returned to his or her former position should he or she not satisfactorily perform the duties of the position. Similarly, he or she may return to his or her former position during this period. An employee who is returned, or returns, to his/her former position shall resume the rate of pay the employee held at the time he/she left the position.

## ARTICLE 18 – JOB BIDDING

18.01 When a job vacancy occurs due to the promotion, retirement, resignation, termination, or death of an employee, or the creation of a new position, a vacancy notice shall be posted within five (5) working days, for five (5) working days, in each building staffed by employees of the bargaining unit, and a copy will be sent to the President of OAPSE, Local Union No. 41, unless the Board decides not to fill the position.

18.02 Vacancy notices shall be posted in a designated open area accessible to all employees in each building and shall contain a job title, description of duties, salary range, shift, work location(s), and the deadline (hour and day) for submitting a bid. A robo call for each vacancy shall be placed to all bargaining unit members year round.

Summer postings shall be posted in the Central Office and bus garages with a copy being faxed to other buildings.

18.03 Employees, including those employees who have not completed their initial probationary period, may bid on a vacancy by completing and submitting a bid sheet for the job within the ten (10) working day posting period. Bid sheets may be sent via fax, email, and/or postal mail. Bid sheets may also be submitted to the central office in person. Job postings during the months of June, July and August will be in effect for ten (10) working days. All summer postings will be mailed to the Union President and to one (1) representative from each classification designated by the Union President.

18.04 The position will be awarded to the senior qualified employee bidding on the position from a list of pre-qualified bargaining unit members. To be listed on this pre-qualified list of bargaining unit members for any classification, employees must successfully pass a test, or series of tests, to demonstrate qualifications and/or capabilities in performing the duties of the classification and meet the legal requirements of the Ohio Revised Code. Lists of qualifications, for each classification, will be available to bargaining unit members in the Administrative Assistants office. Prior to being hired as regular employees, non bargaining unit members will be required to pass the same test, or series of tests, required of bargaining unit employees.

Tests will determine whether or not an employee's name will appear on a pre-qualified list. The employees will notify the administration, in writing, of their desire to take any test. Tests will be given within seven (7) calendar days of employee notification. A Local Union Officer, or his or her, designee, who is not taking the test, shall be permitted to monitor the testing and evaluation portion of the test; however, said officer or designee shall not be considered to be in paid status for the time involved in monitoring and/or evaluating the test. Testing will occur on the last Thursday of each month, but may occur more often as determined by the Administration. Tests for new positions will occur prior to the position being posted.

18.05 The successful bidder will be subject to the probationary period described in Section 17.02.

18.06 Posted vacancies shall be awarded to the successful bidder within thirty (30) working days of the close of the posting period. However, nine (9) and ten (10) month vacancies which occur between April 1 and July 1 need not be filled until the start of the next school year. If this is to occur, the Local Union President will be notified.

18.07 An employee who bids on and is awarded, or bumps into, a position in a classification shall be placed at the step of the salary schedule for that classification which is equal to the step he or she held in his or her previous classification.

18.08 The successful bidders' former position will not be subject to the provisions of this article until the fifth (5th) working day of the trial period (see Section 17.02). The successful bidder has the right to go back into his/her original and former position during this time period. If the first successful bidder decides to exercise this right, the position shall be

offered to the second most senior and qualified bidder. If the second successful bidder decides to exercise this right, the position shall be offered to the third most senior and qualified bidder. This bidding procedure shall continue until all bids are exhausted.

- 18.09 The provisions of this article shall be complied with prior to considering applicants from outside the school district. Applicants, from outside the Bargaining Unit, will be required to meet, at a minimum, the standards and/or qualifications applied to Bargaining Unit Members. If no Bargaining Unit member qualifies for a position, then the position can be offered to a new applicant. The applicant must take the same test that a Bargaining Unit member takes for the classification that he/she is applying for prior to being hired. The applicant must pass the test with the same passing score as required of the Bargaining Unit member.
- 18.10 The Board agrees not to split positions which become vacant in order to avoid payment of insurance benefit as specified in Article 40.
- 18.11 Employees who are employed in two, or more, positions will be issued a separate contract for each position.
- 18.12 Shuttle runs shall remain with the route as they currently exist until they are vacated by the current driver. At that time the route and the shuttle route shall be posted separately and bid in accordance with the agreement. However, the only drivers who shall be eligible to bid on the shuttle route are drivers from the attendance area in which the shuttle originates. If no driver from the attendance area bids on the shuttle route, it shall be assigned to the driver in that attendance area who provides the most economical and efficient schedule to complete the run until the assigned driver vacates the route; at that time the route and the shuttle route shall be posted separately and bid on in accordance with the above agreement.
- 18.13 Super Bid Day – In the circumstance of Super Bid Days, if the successful bidder decides to leave the position he/she bid on during Super Bid Day, the position shall be offered to the second most senior and qualified bidder. If the second successful bidder decides to exercise this right, the position shall be offered to the third most senior and qualified bidder. This bidding procedure shall continue until all bids are exhausted.

#### **ARTICLE 19 – LAYOFF AND RECALL**

If the Board determines it is necessary to reduce the number of employees because of abolishment of position, lack of funds, or lack of work, the following procedure will govern such layoff:

- 19.01 The Board will determine in which classification(s) the layoff shall occur and the number of employees to be laid off.
- 19.02 The number of people affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who resign, retire, or otherwise vacate a position.



- 19.03 When it becomes necessary to lay off employees for reasons as stated above, affected employees will be laid off in the reverse order of seniority, with the least senior employee laid off first.
- 19.04 The following classifications shall be used for the purpose of defining classifications in the event of layoff:
1. Cafeteria
  2. Custodian
  3. Educational Aides
  4. Maintenance
  5. Transportation
  6. Cleaning Person
  7. High School Secretary
  8. Elementary Secretary
  9. Mechanics
  10. Van Aides
  11. Assistant Secretary
- 19.05 If an employee is affected by the layoff he or she may displace any less senior employee in the affected classification. If the displaced employee does not possess sufficient seniority to maintain a position within the classification, he or she may displace any less senior employee whose position he or she is qualified to perform. (Whether or not the employee is qualified will be determined by whether or not his or her name appears on the pre-qualified list, described in section 18.04 above, for the classification into which he or she seeks to bump.) Any employee displaced by another reduced employee will have the right to displace any other less senior employee in accordance with the provisions set forth in this article.
- 19.06 Within ten (10) working days of the effective date of a layoff the Board will prepare a recall list. This list will list employees in order of seniority, with the employee possessing the most seniority as defined in Article 16 first. The remaining laid off employees shall be listed in order of descending order of seniority.
- 19.07 Laid off employees shall have the same rights as working employees to bid on and be offered vacancies in accordance with Article 18 of this contract.
- 19.08 Those vacancies which exist at the conclusion of the bidding process shall be considered vacant for recall purposes and will be offered to employees on the recall list.
- 19.09 The vacancy will be offered to the qualified employee (see section 18.04) from the recall list who possesses the most seniority (see Article 16). If that employee declines recall, remaining employees, who are qualified to perform the duties of the position, shall be offered recall in order of their standing on the recall list.

- 19.10 Notice of recall will be mailed by certified mail to the last known address on file with the Superintendent. Any employee who declines reinstatement, except by reason of not being able to perform the work, or fails to respond within seven (7) days after the date of the mailing of the notice of recall will be removed from the reinstatement list.
- 19.11 The employee's name will remain on the appropriate list for a period of two (2) years from the effective date of the layoff. If reinstated from layoff during this period, the employee will retain all accumulated seniority.
- 19.12 Should the time worked by a given position be reduced by thirty (30) or more minutes the employee who occupies the position, will be granted the right to displace any less senior employee within the classification. Any employee displaced as a result of this provisions shall, in turn, be granted the right to displace any less senior employee within the classification.
- 19.13 Employees cannot increase the number of positions held if such increase would give them hours in addition to those worked prior to the layoff through the procedure described in this Article. The number of positions an employee holds can only be increased through the bidding procedure outlined in Article 18.
- 19.14 A Bargaining Unit Member and his or her position or hours will not be replaced by an individual from the Ohio Valley Educational Service Center, or similar entity, and the Board of Education will take reasonable efforts to preserve the current number of bargaining unit positions.

#### **ARTICLE 20 – VACATIONS**

- 20.01 In the Switzerland of Ohio Local School District each classified school employee who is in service for not less than eleven (11) months of each calendar year shall be entitled to vacation leave with full pay excluding legal holidays as follows:
1. Eligible employees with one (1) though four (4) years of service shall be entitled to ten (10) days. (.83 days per month) of vacation leave
  2. Eligible employees with five (5) though twelve (12) years of service shall be entitled to fifteen (15) days (1.25 days per month) of vacation leave.
  3. Eligible employees with more than twelve (12) years of service shall be entitled to twenty (20) days (1.67 days per month) of vacation leave.

This vacation time will be accumulated on the last day of each month.

- 20.02 Employees can accumulate up to a maximum vacation leave balance of thirty (30) days at any point.
- 20.03 For employees hired after July 1, 2020, on the anniversary of their hire date (or date they began the 12-month position) they will receive a lump sum of vacation days (these were earned during their first year) and will then accumulate vacation time on the last day of each month. Accumulation will be calculated according to the OAPSE contract.
- 20.04 For employees hired or bid into a 12-month position before July 1, 2016, their anniversary date will be their date of hire. For employees hired or bid into a 12-month position after July 1, 2016, their anniversary date will be the date they began their 12-month position.
- 20.05 An employee that bids into a 12-month position from a 9, 10, or 11-month position shall be required to work one (1) year in that position before receiving and using any vacation time, even if the employee had previously held a 12-month position. On the anniversary date of when the current 12-month position began they will receive a lump sum of vacation days (these were earned during their first year as a 12-month employee). Beginning with their second year, the employee will begin to accumulate vacation time according to the OAPSE contract, Article 20; section 20.01.
- 20.06 Vacation can be scheduled during the first or last week of school, only with the approval of the employee's supervisor. Such approval will be provided only when the District operations and students' education are not negatively impacted.
- 20.07 The administration reserves the right to limit the number of employees in each class who are on vacation at the same time based on the need to continue the District's operations and students' education. Any member requesting vacation leave at the same time as another member within the same classification/building the member that requested the vacation first, will be given preference.
- 20.08 Any member that needs to use more than fifteen (15) consecutive days of vacation leave must have the superintendent's approval prior to scheduling the vacation time.
- 20.09 Should an employee be denied the use of vacation by his or her immediate supervisor, the employee may appeal to that supervisor's immediate supervisor, this appeal process will culminate with the Board of Education.
- 20.10 Any member wishing to "Sell Back" vacation leave up to a maximum of ten (10) days per fiscal year (July 1-June 30) at their current daily rate, may do so at any time during the

fiscal year (July 1-June 30) by providing the Treasurer's office payroll department a written request on the Vacation Day payout form. This form is due to the Treasurer's office payroll department on the Friday prior to the pay date at Noon.

- 20.11 In the event that an eleven (11) or twelve (12) month employee moves to a position that is less than an eleven (11) month position, all accrued but unused vacation shall be paid out at the employee's current daily rate.
- 20.12 In case of the death of a classified school employee, the unused accrued vacation leave to the credit of such employee shall be paid to the surviving spouse, or other beneficiary.

### ARTICLE 21 – SEVERANCE PAY

- 21.01 Employees meeting State Retirement Board requirements for retirement and presenting proof of eligibility to the Treasurer of the Board within ninety (90) days of the last effective day of their contract shall be deemed eligible to receive severance pay benefits.
- 21.02 Employees with less than twenty-five (25) years of service may receive credit for 25% of their accumulated sick days. Employees with twenty-five (25) years to twenty-nine (29) years of service shall receive 35% of their accumulated sick days. Employees with thirty (30) years to thirty-four (34) years of service shall receive 40% of their accumulated sick days. Employees with thirty-five (35) years or more of service shall receive 50% of their accumulated sick days. Severance days shall be paid at an amount equal to the employee's daily rate of pay at the time of retirement.
- 21.03 If the interval between the last effective day of an employee's contract and the time he/she becomes eligible and applies for retirement benefits exceeds ninety (90) days, the Board of Education shall render this individual ineligible for the severance pay benefit.
- 21.04 Upon receipt of proof of retirement eligibility and participation in the State Retirement System, the Treasurer of the Board shall authorize a check to be written to the eligible employee no later than thirty (30) days subsequent to such notice.
- 21.05 Upon the Switzerland of Ohio Board of Education being notified of the untimely death of an employee also recognized as a Bargaining Unit Member of OAPSE 041, severance benefits shall be paid to the estate of the decedent within thirty (30) days of the Board of Education becoming aware.

## ARTICLE 22 – PERSONAL LEAVE

- 22.01 If necessary, an employee may take up to five (5) days personal leave per year. These days shall require no reason to be given. An employee may request the use of an unrestricted personal day leave by filing a written request with his or her principal or supervisor, whenever possible, at least five (5) working days prior to the use of the requested leave. An employee may take the requested leave upon the written approval of the Superintendent or his designee.
- 22.02 When a bargaining unit member has exhausted his/her personal leave and needs additional personal leave, one (1) additional day of unrestricted personal leave shall be available to any bargaining unit member who pays for (via salary deduction) his/her substitute or, for bargaining unit members who do not require or otherwise are permitted not to obtain a substitute, the equivalent daily rate for a substitute. Payment for the substitute (or the substitute's daily rate) should be at the daily rate in effect at the time the personal day is taken by the employee.
- 22.03 Unrestricted personal leave days shall not be used for employment or to seek employment.
- 22.04 Personal leave days shall not be used during the first student week of school or the last student week of school without the express approval of the Superintendent.
- 22.05 An employee may appeal the denial of personal leave directly to the Superintendent or his or her designee.
- 22.06 In case of a death in the employee's immediate family, as defined in Article 28, Section 28.02 of this agreement, the employee may elect to take any or all of the personal days provided in this Article. Nothing herein shall abridge the employee's use of sick leave as provided in Article 27.
- 22.07 Personal leave not used during the 12 months preceding July 1 may be converted to sick leave or up to five (5) days can be bought back at the employee's option. If the employee chooses to only have the district buy back a portion of the unused personal leave, any remaining balance will be converted to sick leave. The employee must notify the Treasurer's office no later than June 1 if they wish to participate in the buyback. Payment to be made in the first pay received in July.
- 22.08 Mid-year hires shall have their personal days pro-rated.
- 22.09 An employee who is separated from District service shall be entitled to convert the unused earned amount of personal leave. This payoff shall be at the employee's regular rate of pay. Upon the death of a permanent employee, unused earned personal leave shall be converted to cash and credited to his/her estate.

## ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.01 A grievance is defined as an alleged violation, misapplication, or misinterpretation of a specific provision of this contract. If any such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
- 23.02 Step 1 – Within ten (10) working days of the time a grievance occurs, the employee will present the grievance in writing to his supervisor or the appropriate designated person. Within five (5) working days after presentation of the written grievance, the supervisor or designated representative shall give his answer in writing to the employee. Failure to file a grievance in writing within ten (10) working days of the occurrence of same shall constitute a waiver by the employee of his right to file the grievance.
- 23.03 Step 2 – If the grievance is not resolved in Step One to the satisfaction of the employee, the employee or the Union representative may, within five (5) working days of the receipt of the supervisor’s answer, submit to the Superintendent or his designated representative the answer in Step One with the original grievance statement. The Superintendent or his designated representative shall meet with the employee and a committee consisting of 4 members of the Board or administration (one of which will be the Superintendent or designee) and 4 Union representatives in an attempt to settle the grievance no later than five (5) working days after receipt of the written grievance. The superintendent or his/her designated representative shall give the employee or his Union representative an answer, in writing, no later than two (2) working days after the date of this meeting. Failure to file an appeal in writing within five (5) working days shall result in the decision of the administrator in Step One being binding on the employee.
- 23.04 Step Three – If a satisfactory disposition of the grievance is not made as a result of the procedure provided in Step Two, the employee or his designated representative shall have the right to appeal the dispute to the Board of Education. Such appeal must be taken within five (5) working days from the receipt of the Superintendent’s written decision in Step Two by filing a notice with the statement of the grievance attached thereto with the Treasurer of the Board of Education. If the Board Determines that it does not wish to hear the grievance, it shall provide written notice of this fact to the grievant within five (5) working days of the date the grievant or designated representative filed the notice of appeal. The grievant or designated representative shall then be entitled to appeal directly to Step Four (arbitration). In the event the Board elects to hear the grievance, the employee may be represented by the Union at the hearing before the Board, which shall be held within thirty (30) working days of receipt of the written appeal request.

At the hearing before the Board, the Board shall consider the evidence presented to it in reaching a decision on the grievance.

Failure to file an appeal in writing within five (5) working days from the decision in Step Two shall result in the decision of the administrator at Step Two being binding on the employee.

23.05 Step Four – If the Union is not satisfied with the decision reached in Step Three, it may, upon receipt of the Board’s decision, appeal it to arbitration. If the request for arbitration is not received within five (5) working days of the Union’s receipt of the Board’s final decision, the decision of the Board in Step Three will be final and binding.

If an appeal is timely filed, the parties shall request a list of arbitrators from the American Arbitration Association and select the arbitrator in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall conduct a hearing at which time both parties shall present their positions and evidence on the grievance. The arbitrator shall render a decision within thirty (30) working days of the last hearing.

The decision of the arbitrator shall be binding on the Board, the grievant and the Union. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him/her. The arbitrator shall have no power to add to, subtract from, or change, modify, or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and the Union.

The losing party pays the cost of the arbitrator. Grievants are entitled to Union representation at all levels of the grievance procedure.

#### **ARTICLE 24 – JURY DUTY**

Any member of the bargaining unit serving on jury duty shall receive full pay while serving on jury duty. The employee must provide verification of having been called or served on jury duty.

#### **ARTICLE 25 – DISABILITY LEAVE FRINGES**

25.01 Any employee on a disability leave of absence shall remain part of the group for all insurance purposes provided he/she pays to the Treasurer in advance each month the premium due for those insurance coverages which he/she wishes to maintain while on disability leave of absence.

25.02 The Board agrees to maintain its contribution to premiums for those insurance converges held at the time an injury occurs for any employee who is injured while performing services for the Board.

## ARTICLE 26 – UNION RIGHTS

OAPSE shall have the following rights:

- 26.01 The right to meet with members of the bargaining unit before or after their work day and during their work day when members are on authorized breaks provided it does not interfere with the member's job responsibilities.
- 26.02 The use of the inter-school mail system and school mailboxes.
- 26.03 Release time for OAPSE Local delegates to attend the OAPSE annual conference as provided in Article 13 of this contract.
- 26.04 Except in emergency situations, the Board shall give two (2) weeks advance notice of any proposed changes or amendments to Board policy that effect the terms and conditions of employment of bargaining unit employees.
- 26.05 A copy of this Contract shall be maintained in each school office in the district and shall accompany each policy book.
- 26.06 Any member of the Union negotiation team whose work schedule conflicts with scheduled negotiation sessions shall be granted professional leave to attend such sessions.

## ARTICLE 27 – DISCIPLINE

The parties recognize that this procedure shall not apply to the non-renewal of a limited contract and that the Board may non-renew limited contracts as provided by law.

- 27.01 Employees may not be disciplined, which may include oral and written reprimands, suspension, or termination, except for just cause. The parties recognize that when appropriate and depending upon the seriousness of the offense, discipline should be constructive and/or remedial, and should be progressive in nature except where the seriousness of the offense warrants immediate suspension and/or termination.
- 27.02 Employees shall be entitled to Union representation at any meeting or hearing which could result in disciplinary action. No employee shall be suspended or terminated without a hearing by the Superintendent, unless the employee specifically waives the hearing in writing. Notice of the hearing shall be given to the local Union President and the employee at least three (3) working days prior to the day of the scheduled hearing. The notice shall contain the reasons for the possible suspension/termination.
- 27.03 Reprimands and records of suspensions shall be removed from an employee's personnel file after five (5) years, provided the employee has not been suspended during the five (5) year period.



- 27.04 The provisions of this article shall be subject to the grievance procedure beginning at Step Three of the grievance procedure.
- 27.05 In addition, prior to taking action to terminate or suspend an employee, the Board shall notify the employee in writing of the reason(s) for its imposition of suspension or termination with sufficient detail to enable the employee to understand and respond to the reason(s), and provide the employee an opportunity to appear before the Board or its designee to present any evidence he wishes to present as to why his contract should not be terminated or suspended.

### ARTICLE 28 – SICK LEAVE

#### 28.01 Credit for Sick Leave

All full-time classified employees, regularly employed by the Board of Education, shall be entitled to one and a quarter (1-1/4) workdays with pay for each completed month or a total of fifteen (15) days per year.

Each newly hired regular non-teaching and each regular non-teaching employee of the Board of Education who has exhausted his/her accumulated sick leave shall be entitled to an advancement or not less than five (5) days of sick leave each year, to be charged against the sick leave he/she subsequently accumulates under this section. Application for the advancement of sick leave shall be made by the employee to the Treasurer's Office on Form I-26. Advancement of sick leave must be utilized before applying for sick leave donations.

Effective January 1, 2009, there shall be a maximum accumulation of 260 days of sick leave. An employee who leaves the employ of the Board of Education, except on leave of absence, shall be given a statement of his or her unused days of sick leave which shall remain to his or her credit. An employee shall be given a written statement of accumulated sick leave on each paycheck.

#### 28.02 Use of Sick Leave

Employees of the Board of Education may use sick leave for absence due to illness, injury, exposure to contagious diseases which could be communicated to other employees or to pupils, and for illness or death in the immediate family as follows:

- A. Immediate family shall include grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or any other person who, because of relationship to the employee, shall be determined by the Superintendent to be members of the employee's immediate family.

- B. For personal illness or injury or exposure to contagious disease, the employee may use total accumulated sick leave. However, absence of more than five (5) consecutive workdays for personal illness must be certified by a physician.
- C. Classified employees may use sick leave upon approval of the Superintendent for absence due to illness in the employee's immediate family for a reasonable number of days depending upon the seriousness of the illness.
- D. For death in the employee's immediate family leave shall be limited to three (3) consecutive days for each death. In case of emergency, the Superintendent may extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the principal or immediate supervisor before absence from duty except in an emergency.

#### 28.03 Examination Upon Return From Sick Leave

An employee absent because of personal illness must have an examination by a physician upon returning from three (3) or more weeks of sick leave, in order to be eligible to return to duty, must have a medical clearance that will indicate his/her physical condition and prognosis. This responsibility for obtaining this clearance rests with the employee.

#### 28.04 Transfer of Sick Leave

An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum accumulation permitted by this article. To receive such credit, the new employee shall present to the Treasurer of the Board of Education verification from the public agency in Ohio for which the employee most recently worked stating the number of days of unused sick leave credited to that employee at the time of termination of contract.

#### 28.05 Accumulation of Sick Leave

No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her unpaid leave of absence.

#### 28.06 Sick Leave Donation

When in the judgment of a bargaining unit member's physician he/she will exhaust all of his/her accumulated sick leave for the remainder of the school year due to a illness or injury of the bargaining unit member, the bargaining unit member's husband, wife, children or stepchildren, and legal guardianships and additional days are still needed then he/she may request through the Association that additional days be transferred into his/her leave account. The bargaining unit member shall be required to submit a letter/report to the Sick Leave Donation Committee from his/her medical care provider (doctor, mental health professional, etc.) to verify the bargaining unit member's illness or injury. The committee

established in paragraph f. shall establish an internal policy to administer such a transfer. When such a situation arises and a request has been made to the Association President or his/her designee will issue a request for donation of sick leave from members of the bargaining unit. The request from the president or his/her designee will have the following information:

- a. Name of the employee requesting the leave
- b. Number of years employed in the school district
- c. Name of building(s) in which the employee works
- d. Number of days needed
- e. Reason for the need

Requests must be made prior to the pay period when the need for days is anticipated. Once the request for donations is issued, bargaining unit members may submit donations for ten (10) working days.

As donation forms are returned to the Association President or his/her designee they will be dated, copied and the originals will be sent to the district treasurer. The district treasurer will deduct the number of the donated days from the donating member and transfer those days to the bargaining unit member requesting the days. The days donated will be deducted in the order as the donation forms are received. If there are more days donated than are needed, those days will not be deducted or transferred.

Should the need arise for additional days beyond the initial request or enough days are not donated to cover the initial request, the member may request a second posting for the request of donated days which would need the mutual agreement of the superintendent and the association president. This request shall be made following the same procedures as the initial request. It is the member's responsibility to be aware of the pay periods and when they have exhausted their sick leave. Should the request for donations not be made in a timely manner to allow for the process to proceed, the treasurer's office has the authority to not issue pay for those days absent but no leave available.

Additional Limitations:

- a. Donations from a bargaining unit member cannot exceed six (6) days in each fiscal year;
- b. Sick leave cannot be transferred if the bargaining unit member has applied for disability retirement;
- c. The recipient bargaining unit member must exhaust all his/her accumulated leave sources including sick, personal, and/or vacation leave days prior to being granted donated days;
- d. The recipient bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;

- e. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days;
- f. The Sick Leave Donation Committee shall consist of the Ohio Association of Public School Employees (OAPSE) Local President or designee, two members appointed by the Ohio Association of Public School Employees, the Superintendent, and two persons appointed by the Superintendent. All decisions of the Sick Leave Donation Committee require a majority vote. All decisions are final and not subject to the grievance procedure.

#### 28.07 Family Medical Leave

In addition to any and all leave provided herein, and in accordance with the Family and Medical Leave Act of 1993, all eligible bargaining unit members shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave. (This does not adversely affect the use of sick leave and shall be in addition to that used of paid sick leave). The Board of Education agrees to provide leave in accordance with the final rules promulgated under the act.

Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave.

A year shall be defined as the twelve (12) months period of time from the last usage of this leave under FMLA by the employee.

Bargaining unit members may be entitled to use FMLA and medical leave on an intermittent or reduced leave schedule based upon mutual agreement between the employer and employee.

Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

Employee may continue on the Board's insurance provided they pay the employee share of the monthly premium cost each month according to Article 40 while on FMLA leave. If an employee uses all of the FMLA leave to which he/she is entitled, the employee must pay the full month premium (100%) to continue to receive insurance through the Board.

### **ARTICLE 29 – CHILD CARE LEAVE**

Childcare leave for a newly born or adopted child shall be granted to an employee for up to twelve (12) consecutive months or until the termination of a limited contract, whichever occurs first. This leave shall be without pay. All employees shall submit a written notice to the Superintendent not later than thirty (30) days prior to the employee's last work day advising the Superintendent of the date that his or her leave is to begin.

The term of an employee's contract shall not be extended by child care leave, and in the event that an employee's limited contract expires while on child care leave, the employee's contract will be renewable or non-renewable in accordance with Section 3319.081, ORC.

Nothing herein shall deprive any employee of any benefit to which he/she would be entitled to under the provisions of the Family and Medical Leave Act of 1993.

### **ARTICLE 30 – ASSAULT LEAVE**

An employee who is physically injured as a result of a physical assault on him/her occurring while the employee is performing duties required by his/her contract and occurring on school premises or during a school sponsored function shall be entitled to assault leave. Assault leave shall not be available to an employee who provoked the assault which is the basis for said leave request.

When said assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days during the employee's contract year. The Board, in its sole discretion, may grant additional days on an individual case by case basis.

Medical verification of the injury resulting from the assault shall be furnished to the Superintendent for all such absences requiring more than three (3) days leave within three (3) days of the incident, providing the employee is physically able to do so. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination. The member assaulted agrees to cooperate fully with the administration and agrees to meet with the police in any investigation of alleged assault upon him/her.

### **ARTICLE 31 – LEAVE OF ABSENCE WITHOUT PAY**

Upon written request, the Board of Education may grant a leave of absence without pay for a period of not more than two (2) years for educational or professional or other purposes, and shall grant such leave without pay where the member of the bargaining unit's illness or other disability is the reason for the request.

If the reasons for the employee's leave were medical in nature, the employee will return to his or her previously held position. However, if the nature of the leave is for other than medical reasons, the employee will be returned to a position in the classification in which he or she previously worked which works the same or more hours as the position held at the time the leave began.

While on a leave of absence without pay, the employee shall be continued on all of the Board group insurance plans provided he/she pays to the Treasurer in advance each month the full premium for those insurance benefits which the employee on leave wishes to maintain.

Dock days cannot be granted until all other leaves are exhausted (sick, personal and vacation). Dock days are days taken without pay.

### **ARTICLE 32 – HOLIDAYS**

32.01 All employees shall be granted the following as paid holidays:

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. The day after Thanksgiving Day \*\*
5. The last working day before Christmas \*\*
6. Christmas Day
7. The first working day after Christmas \*\*
8. The last working day before New Years Day \*\*
9. New Year's Day
10. Martin Luther King Day
11. Good Friday
12. Monday After Easter
13. Memorial Day
14. Independence Day \*\*
15. Presidents Day
16. Juneteenth \*\*

Should any holiday fall on a Saturday, the holiday will be celebrated on the Friday prior to the holiday. Should any holiday fall on a Sunday, the holiday will be celebrated on the Monday following the holiday.

\*\* Applies to 11- & 12-month employees only.

### **ARTICLE 33 – CALAMITY DAYS**

Employees are paid for all time lost up to a maximum of five (5) days when schools in which they are employed are closed due to an epidemic or other public calamity.

Employees shall not be required to report to work on such days. However, head mechanics and head custodians will be required to perform a check of their respective buildings prior to 12:00 noon unless excused from this duty by the Superintendent of his/her designee. Maintenance employees shall only be requested to report to work if a head mechanic or custodian reports to the administration conditions which require the immediate attention of the maintenance employees. An employee who works on a calamity day shall not receive overtime compensation for such work. However those hours worked in excess of 8 hours on a Calamity say shall be considered overtime and compensated at time and one-half.

#### **ARTICLE 34 – OVERTIME**

Employees shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day and or forty (40) hours per week.

Hours actually worked and hours an employee was scheduled to work on days he/she is on any kind of leave or holiday with pay shall count as hours worked towards forty (40) for overtime purposes. However, for an employee who takes sick, personal, or vacation leave on a given day, the leave hours paid to the employee will not count towards overtime for an eight (8) hour day, except when the employee's supervisor requests the employee to work.

Hours worked on a holiday shall be compensated at the rate of double time and so shall hours after sixteen (16) consecutive hours of work without a break.

#### **ARTICLE 35 – ACTIVITY TRIPS**

At the beginning of each school year, all regular drivers will complete a form indicating their desire in regard to being considered for activity trips.

- A. Those drivers who wish to be considered for activity trips will be assigned on a rotation basis for trips.
- B. Regular drivers will be given the opportunity to drive activity trips originating in their high school area of driving responsibility on a rotational basis before trips are assigned to drivers from the substitute list.
- C. Drivers may add/delete their name to/from the list being considered for these trips by contacting the Director of Transportation and completing the above mentioned interest form. The addition or deletion of names to/from the rotation list will occur at the beginning of each sports season.
- D. Activity trips will be offered to bargaining unit drivers on a rotating seniority basis.

Bargaining Unit drivers will be eligible for activity trips in their high school attendance area.

Drivers interested in activity trips shall attend an activity trip assignment meeting during which trips shall be offered to drivers in the following order of priority:

1. Regular Bus Drivers
2. Substitute drivers who are regular employees of the District. Substitute drivers shall use a district supplied bus that is stored at the student pickup location.
3. Other substitute bus drivers.

The activity trip assignment meeting shall be held at least two (2) weeks in advance of the upcoming sports season. The date, time, location of the assignment meeting shall be announced at least four (4) weeks in advance of the meeting.

Trips received by the administration after the assignment meeting shall be filled in accordance with the above criteria as soon as practically possible. The driver following the last driver offered a trip shall be considered the next senior driver in the rotation.

Should a driver refuse a trip, he/she will drop to the bottom of the rotation list as if they had taken the trip.

- E. All extra driving assignments shall be paid, bus storage to bus storage, according to the following schedule:

0-120 miles round trip	\$ 85.00
121-180 miles round trip	\$100.00
181-250 miles round trip	\$145.00
251 miles, and over, round trip	\$165.00

All Activity Trips that exceed eight (8) hours will be time sheeted. These events will be paid at step 0 per hour. Only hours that exceed eight (8) hours will be paid at step 0. This is in addition to regular trip rate. After an employee drives 15 extra trips \$10 will be added to each of the above rates. Drivers shall be permitted to fill out an I-24 form, when any trip conflicts with their T-2.

For pension reporting purposes these rates shall be reported as hours worked on the following basis: rate of trip divided by bus drivers rate of pay (step 0) = number of hours for pension purposes. The parties agree that this provision will be modified to comply with SERS rules.

- F. If drivers are available, school transportation is the preferred method of travel for all events.
- G. If a driver is not notified 2 hours before the trip departure the driver will be paid for the whole trip unless the event is cancelled.

Drivers shall be given 2 hours' notice of canceled event, not counting emergency or unforeseen situations with weather. Failure to give notification will result in full payment to the driver.



### **ARTICLE 36 – DUES DEDUCTION**

36.01 Members shall have the rights of payroll deductions for Union dues, (Local, District, State, and National affiliates) with said deductions being made in 26 equal installments beginning with the first paycheck in October. The Treasurer of the Board of Education shall send dues deductions directly to the OAPSE office within 10 days of the deduction.

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

The Union agrees to defend, indemnify, and hold harmless the Board, Superintendent, Treasurer, and all other Board employees and officials against any claim made by a member against any of them in connection with deduction of dues or assessments under this Article.

The Union shall have exclusive payroll deduction rights for members in the bargaining unit.

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

### **ARTICLE 37 – PRINTING OF CONTRACTS**

The parties agree to divide equally the cost of printing this contract. The contract shall be bound and every member shall be provided a copy.

### **ARTICLE 38 – PERSONNEL FILES**

A personnel file of all members of the bargaining unit shall be maintained at the Superintendent's Office.

If a member of the bargaining unit wishes to review the file maintained by the Board on him/her, he/she will make a request to the Superintendent. The member, may review the file in the presence of the Superintendent or his designee and can be accompanied by a Union representative.

The following persons may review the Board's file on a member of the bargaining unit:

1. Board Members
2. Superintendent
3. Assistant Superintendent
4. Building principal, administrative persons, and other employees of the Board having a school business need to review the file. Pre-employment letters of recommendation and other pre-employment information are not reviewable by the employees.
5. Attorney

Each employee will be entitled to a copy of any material in his/her file upon the payment of reasonable copying charge, except for pre-employment information.

The personnel file procedures outlined in this Article shall be supplemental to and in addition to Section 1347 of the Ohio Revised Code and Ohio's public records law.

### **ARTICLE 39 – SERS PICK-UP**

39.01 For the purpose of this Section, an Employee's salary shall be payable by the Board in two (2) parts: 1) Deferred Salary and 2) Cash Salary. An Employee's deferred salary shall be equal to the percentage of the Employee's salary which is required to be paid by the School Employees Retirement System (SERS) to be paid by the Employer as an Employee contribution. An Employee's cash salary shall be equal to an Employee's actual salary less the amount of the deferred salary.

39.02 The Board shall compute and remit its Employer contributions to SERS based upon the Employee's actual, both cash and deferred salary. The Board shall report for Federal and Ohio Income Tax purposes, as an Employee's gross income, the Employee's actual salary less the amount of deferred salary. The deferred portion of the salary shall be included in the Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

## ARTICLE 40 – INSURANCE

The Board of Education shall provide the following insurance benefits to eligible members of the bargaining unit:

1. The Board shall provide health and prescription drug insurance as described in Anthem Blue Access PPO which was effective July 1, 2007, or it equivalent. The Board shall pay 90% of the single and family monthly premium for said insurance.

Effective July 1, 2013, each eligible member of the bargaining unit electing health insurance coverage will be covered under Option 2 of the District's insurance plan. Option 2 will not include the gastric bypass option.

Beginning with the July 1, 2014 health insurance renewal, if the Board is informed by the insurance benefits broker that it is likely that health insurance rates will increase more than 10% from one policy term to the next policy term, the Board will inform the OAPSE Local 041 President and the OAPSE Local 041 Insurance Committee. Following notice, the Board and the OAPSE Local 041 representatives, along with the SOEA representatives, will meet and agree to plan changes, and/or employee contribution modifications, or other plan modifications so that the increase is no more than 10% for the start of the new policy term. Agreement must be reached on the modifications to the insurance plan in time for the reduction in insurance rates to no more than 10% to take effect by the beginning of the next plan year. This agreement shall not be enacted when the insurance benefit broker's negotiations with the health insurance carrier result in a final renewal rate not exceeding 10% without alternations to the plan.

2. The current dental plan or its equivalent with the Board paying 100% of the premium.
3. The Vision Service Plan (Vision Service Plan A) (10/25 deductible) with the Board paying 90% of the premium.
4. \$50,000 life insurance with the Board paying 100% of the premium.
5. Employees who work less than 30 hours per week will be required to pay 50% of the monthly insurance premiums for the insurances described above.

Employees hired before July 1, 2020, shall be grandfathered at 20 hours per week in order to receive full medical coverage.

6. Employees who are eligible for full insurance benefits who decline health and prescription drug benefits shall be paid the amount of \$50.00 per month if eligible for but decline single coverage, and the amount of \$150.00 per month if eligible for but declined family coverage; however, employees hired after May 31, 2003 shall not be entitled to the payment expressed herein if the employee's spouse is employed by the Switzerland of Ohio Local School District and the employee is covered by his/her spouse's insurance benefit from the Switzerland of Ohio School District. For purposes of applying and implementing

the provisions of this paragraph to employees who are employed and receiving health insurance benefits as of the effective date of this agreement, such employees shall be considered, for purposes of the provisions of this paragraph, to be eligible for the type of insurance coverage, family or single, that the employee is taking on the effective date of this agreement.

7. The Board of Education shall make available to members of the bargaining unit IRS Section 125 Premium Conversion, Medical Reimbursement and Dependent Care Reimbursement Plans.

### **INSURANCE COMMITTEE**

1. A committee composed of three (3) members of the bargaining unit selected by the Union and three (3) members appointed by the Board shall explore all insurance options and examine research and report methods of maintaining and improving benefits and reducing the costs of health insurance coverage.
2. The Board shall provide an operational budget of \$4,000.00 for the committee expenses. The budget may be increased at the sole discretion of the Board. The committee shall report monthly on all expenditures of the committee to the superintendent.
3. Bargaining unit members will be provided release time with substitutes to execute the work of the committee with five (5) days prior notice to the superintendent for scheduling purposes.
4. Written reports shall be provided by the committee to the Board and the Association concerning issues under study by the committee.
5. The committee shall report its findings and/or recommendations to the Board and the Union as needed.

### **WELLNESS**

1. The Employer agrees to implement wellness programs for all members of the bargaining unit. At a minimum these programs will consist of providing employees with information as to the availability of programs such as smoking cessation, physical fitness, stress management, nutrition, and other programs which tend to promote the general health of bargaining unit members.

## **ARTICLE 41 – DRUG AND ALCOHOL TESTING**

**1. Transportation Personnel Only**

The parties shall comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the Federal Highway Administration (FHWA) and the U.S. Department of Transportation (DOT). Beginning January 1, 1996, the Employer will conduct drug and alcohol testing in accordance the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the FHWA. The Board is responsible for implementing and conducting the testing program. Cost of this testing will be in accordance with section 41.05 below. The Board will pay the employees their hourly wage for any and all time involved in training and testing.

41.01 An employee shall be immediately terminated for any of the following:

1. Refusal to submit to a screening or confirmatory test.
2. Refusal to submit to the approved rehabilitation program of the Employer.
3. Failure to complete the approved rehabilitation program.
4. Test positive for an illegal drug. (For purposes of this section illegal drugs are those prohibited by the act and obtained by the employee without a valid prescription.)

41.02 An employee may notify the Employer prior to submitting to any drug or alcohol test that he or she believes that he or she may have a problem with drugs or alcohol. Upon receipt of such notice the employee shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his or her employment. The cost of this program shall be borne by the employee's medical insurance carrier. An employee shall have one opportunity to utilize in this article during the course of his/her employment by the Board.

41.03 Persons whose test result for alcohol is greater than a concentration of more than four hundredths (.04) of one-percent by weight of alcohol in the person's blood or a concentration of four hundredths (.04) of one-percent (1%) by weight of alcohol in a person's breath shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he or she will be restored to his or her employment. The cost of rehabilitation program shall be borne by the employee's medical insurance.

Should an employee have sufficient sick, personal or vacation days to cover his or her absence during the time that he or she is enrolled in a rehabilitation program, the employee shall be entitled to apply these days toward the period of absence. Should the employee not have sufficient paid days off during his or her enrollment in rehabilitation, the employee will be granted an unpaid leave of absence in accordance with Article 28 of the collective bargaining agreement.

41.04 Upon successful completion of the rehabilitation program, the following procedure will apply:

1. Prior to returning to work the employee must provide the Employer with written documentation from the director of the rehabilitation program in which he/she has been enrolled that they are able to return to work.
2. Prior to returning to work the employee must provide the Employer with the results of a test for alcohol he or she has taken which indicate the concentration of alcohol is less than two hundredths (.02) of one-percent by weight of alcohol in the person's blood or a concentration of two hundredths (.02) of one-percent (1%) by weight of alcohol in a person's breath.
3. Should the employee test positive after his or her return to work, he or she will be terminated.

41.05 The cost of testing will be borne in the following manner:

1. Random Testing      Cost to be borne by the Employer
2. Confirmatory Test      Cost to be borne by the Employee if test is positive
3. Post Accident Test      Cost to be borne by Employer except-cost to be borne By the Employee if Employee is cited and test is positive
4. Return to Work      Cost to be borne by Employee (After positive test)

## 2. All Personnel

All personnel must undergo drug and alcohol testing if there is a reasonable suspicion that such individual is under the influence of alcohol, illegal drugs, or not using a drug in accordance with their prescription. For purposes of this Section, illegal drugs are those prohibited by the Employee Testing Act of 1991 and obtained by the employee without a valid prescription.

## ARTICLE 42 – EMPLOYEE TRAINING

The Board will provide necessary training for a bargaining unit member to complete the assigned duties of his or her current position.

## ARTICLE 43 – WAGES

43.01 Effective July 1, 2023, a five percent and one-half (5.5%) wage increase on employee wages; effective July 1, 2024, there shall be an additional five (5.0%) wage increase on

corresponding wage schedules; effective July 1, 2025, there shall be an additional five and one-half percent (5.5%) wage increase on employee wages.  
Step 15 to be added to the pay scale.

#### PUPP Revenue Contingency Bonus Plan

The Board agrees to share future Public Utility Personal Property (PUPP) revenues associated with new oil and gas pipeline values added to the tax rolls with OAPSE Local 041 bargaining unit members on the contingency basis as follows:

1. The annual contingency bonus will be paid as a lump sum cash payment less applicable taxes and deductions within thirty (30) days of receipt of both the 1) tax settlement payments and 2) accompanying PUPP back up data/tax rolls from all three County Auditors. The spring settlement will be used each year to calculate the applicable contingency cash bonus.
2. The lump sum contingency cash bonus payment will be calculated as a 1% pro-rated equivalent of the bargaining unit member's regular annual salary per \$1,000,000 in qualifying PUPP revenue received. PUPP revenue to be included in the contingency cash bonus calculation shall be new oil and gas pipeline values that are added to the spring tax rolls. All revenue from tax settlements shall be accounted for (to include all amounts received within the twelve month cycle and to include April and August settlements) in this annual total. Contingency cash bonus payments will commence once the district receives the first \$500,000 in qualifying PUPP tax revenue.

Therefore, if the district receives an additional \$750,000 in qualifying PUPP revenue on the spring 2014 tax settlement, as compared to the spring 2013 tax settlement, bargaining unit members will receive a .75% bonus payment. If the qualifying additional PUPP revenue increases to \$1,500,000 on the spring 2015 settlement, as compared to the spring 2013 settlement, the bargaining unit members will receive a 1.5% payment, and so on. The treasurer will provide the 2013 spring PUPP revenue tax roll/tax settlement on or before June 15, 2013.

The cash bonus payments will be based on the bargaining unit member's placement on the salary schedule and the calculation will not include extra compensation including but not limited to supplemental salary payments, overtime, or extra days. The contingency cash bonus payment will be capped at the first \$6,000,000 in qualifying PUPP revenue above the baseline number provided by the treasurer on or before June 15, 2013; the maximum cash bonus payment is therefore capped at 6%.

- 43.02 Effective January 1, 2003, the Board of Education shall pay, annually, a longevity payment of \$1000.00 to classified employees who have completed 20 years of service and an additional annual payment of \$1000 shall be paid to those classified employees who have completed 25 or more years of service.

- 43.03 Only secretaries in each building entering EMIS data shall receive an annual stipend of \$.50 per student. This payment shall be based on the higher count of the year in which the payment is made, and shall be paid to the employee no later than April 1 of that year.
- 43.04 All drivers shall receive a total of twenty-five (25) minutes on his/her daily T-2 for pre-trip, post-trip, routine maintenance, time to warm up, cool down, fuel, clean, and inspect bus daily.
- 43.05 All employees shall be compensated for three (3) training days annually. These days are mandatory. If sick day is used, doctor's excuse is required by next workday.

**ARTICLE 44 – REIMBURSEMENT**

- 44.01 Employees will receive mileage when operating their own vehicles on school business. Employees will receive the current IRS standard for mileage for such use.
- 44.02 The Board will pay all costs associated with BCI and FBI checks required of employees.

**ARTICLE 45 – SUMMER WORK HOURS**

- 45.01 The parties agree that during the period which exists between the week immediately following school dismissal and the first week teachers are to report to work prior to the beginning of the following school year, those twelve (12) month employees who wish to be regularly scheduled to work four (4) ten (10) hour days instead of five (5) eight (8) hour days may do so provided that such schedule does not impose an unreasonable burden upon the building staff, or adversely affect the safety of the students or the district. The determination as to whether such four (4) day schedule is appropriate shall be made by the appropriate building administrator. In denying such request the administrator must cite the specific five (5) day event which requires denial. Scheduling the forty (40) hour week in this fashion shall preclude the employee from claiming overtime for work in excess of eight (8) hours per day, pursuant to Article 34 of the collective bargaining agreement.
- 45.02 During this period of time, all paid leaves of absence, vacation leave, holiday pay, and any other related issues shall be calculated based upon a five (5) day, eight (8) hour per day work week.
- 45.03 The 12 month cleaning person at River High School may be utilized between River Elementary and River High School when school is not in session..



#### **ARTICLE 46 – PAY PERIODS**

- 46.01 Paychecks will be issued in equal installments, with pay days occurring on alternate Fridays, or the last working day before Friday if it should fall on a holiday. Paychecks will be mailed to the bargaining unit employees designated address over the summer and holidays.
- 46.02 Direct deposit of payroll will be mandatory for all employees hired after January 1, 2008.
- 46.03 The annual salary notice/master report shall be provided before July 1st of each fiscal year.

#### **ARTICLE 47 – CALENDAR COMMITTEE**

The Local Union may appoint or elect up to five (5) bargaining unit members to the Calendar Committee.

#### **ARTICLE 48 - STAFF DRESS/UNIFORMS**

Employees will be required to dress in a professional manner.

#### **ARTICLE 49 - SUPPLEMENTALS**

- 49.01 Bargaining unit members may bid on supplemental contract positions (i.e. athletic coaching positions, clubs, events, etc.) after the OEA bargaining unit has exhausted their internal bidding. OAPSE bargaining unit members shall receive preference on supplemental contract positions after the OEA bargaining unit and prior to the outside public.
- 49.02 All staff will be given consideration for supplemental contracts prior to the outside candidates being considered.
- 49.03 If there are concerns with individuals applying, management will retain their rights and may deny the supplemental contract provided a reason is given to the OAPSE applicant.

#### **ARTICLE 50 – MISCELLANEOUS**

##### **50.01 New Member Orientation**

All newly hired employees that are members of the Bargaining unit shall attend a thirty-minute paid union orientation. The meeting shall take place in private and during work hours. The local president or his designee shall meet with the new hire(s) within the first two (2) weeks of employment.

50.02 Specialized Health Care Procedures

Qualified nurses, licensed medical technicians/or trained personnel shall be the only employees to provide and conduct necessary medical procedures. No employee shall be required to become trained in medical procedures unless medical training is required for the position held by the bargaining union member.

50.03 Volunteering

There will be no volunteering by OAPSE Employees of work performed during any job or event (Fair Labor Standard Act). Employees will fill out a timesheet and submit the proper amount of hours for work that was performed.

**SIGNATURE PAGE**

The following authorized representative of these parties hereby set their name to this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Switzerland of Ohio  
Board of Education

Ohio Association of Public School  
Employees and its Local 041

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_







## Schedule of Classification – July 1, 2023

Page 1 of 3

<b>Schedule of Classification – Educational Aides</b>		Hours Per Day - Vary
Student Days 177 + 2*	179	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	192	

\*Aides are scheduled to work 1 day before first student day and 1 day after last student day.

<b>Schedule of Classification – Elementary Secretaries</b>		Hours Per Day - 8
Student Days 177 + 10*	187	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	200	

\*Elementary Secretaries are scheduled to work 5 days before first student day and 5 days after last student day.

<b>Schedule of Classification – Vocational Secretaries</b>		Hours Per Day – 7.5
Student Days 177 + 3*	180	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	193	

\*Vocational Secretary is scheduled to work 2 days before first student day and 1 day after last student day.

<b>Schedule of Classification – Assistant Secretaries</b>		Hours Per Day – Vary
Student Days 177 + 2*	179	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	192	

\*Assistant Secretaries are scheduled to work 1 day before first student day and 1 day after last student day.

<b>Schedule of Classification – Head Cooks**</b>		Hours Per Day - Vary
Student Days 177 + 1*	178	
Inservice**+	1	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	192	

\*Head Cooks are scheduled to work on “Truck Day” before first student day

\*\*Head Cooks are scheduled to attend August Inservice.

\*\*\*6 Hours – 1-130 students, Head Cook receives \$400 extra

\*\*\*6.5 Hours – Under 200 students served, Head Cook receives \$500 extra

\*\*\*7 Hours – Over 200 students served, Head Cook receives \$700 extra

# Schedule of Classification – July 1, 2020

continued - Page 2 of 3

<b>Schedule of Classification – Assistant Cooks</b>		Hours Per Day - Vary
Student Days 177 + 1*	178	
Inservice**+	1	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	192	

\*Cooks are scheduled to work on “Truck Day” before first student day

\*\*Cooks are scheduled to attend August Inservice.

<b>Schedule of Classification – School Bus &amp; Van Drivers</b>		Hours Per Day - Vary
Student Days 177 +	177	
*Inservice +	1	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	191	

\*School Bus Inservice is State required for School Bus & Van Drivers

<b>Schedule of Classification – Van Aides</b>		Hours Per Day - Vary
Student Days 177 +	177	
*Inservice +	1	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	191	

\*Van Aides are scheduled to attend Inservice w/the Bus & Van Drivers

<b>Schedule of Classification – 9 Month Cleaning</b>		Hours Per Day - Vary
Student Days 177 +	177	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	190	

<b>Schedule of Classification – 10 Month Cleaning</b>		Hours Per Day - Vary
Student Days 177 + 20*	197	
Holidays +	10	
<u>Training Days +</u>	<u>3</u>	
Total Paid Days =	210	

\*10 Month Cleaning are scheduled to work 20 days after last student day

# Schedule of Classification – July 1, 2020

continued - Page 3 of 3

<b>Schedule of Classification – 12 Month Employees*</b>		Hours Per Day - 8
Work Days +	245	
Holidays +	16	
Total Paid Days =	261	

\*Includes – Head Custodians, Custodians, 12 Month Cleaning, High School Secretary, Maintenance, Mechanics, \*\*Master Maintenance, \*\*Master Mechanics (\*\*Additional Training)

<b>Schedule of Classification – Maintenance Helper</b>	Hours Per Day -
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<b>Schedule of Classification –Mechanic Helper</b>	Hours Per Day -
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