

Celina City School District
Board of Education
OAPSE Negotiations
Board Initial Proposal
August 6, 2015

NEGOTIATED AGREEMENT

between the

**CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL #457**

Effective July 1, 2015-~~2013~~ through June 30, 2017-~~2015~~

Note: Any item which appears in the Current Agreement and which has not been specifically addressed in this proposal is intended to remain the same as in the Current Agreement.

William Pepple
8/6/15

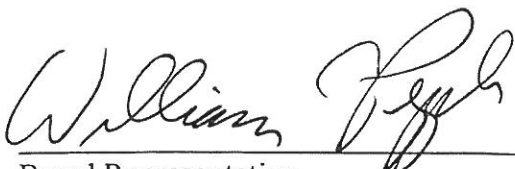
Ben Spits
8/4/15

Carl Henderson
8-6-15

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ARTICLE I – AGREEMENT AND DURATION


The contract between the Celina Board of Education and the Ohio Association of Public School Employees Local #457 (AFL-CIO) shall be in full effect from July 1, ~~2015-2013~~ – June 30, ~~2017~~ ~~2015~~. Neither party is bound to any article not contained herein, nor is either party required to negotiate any issue during the duration of this contract.



Board Representative

8/6/15

Date



Association Representative

8-6-15

Date

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ARTICLE II – RECOGNITION

A. The Board of Education of the Celina City School District, hereinafter referred to as the “Board”, recognizes the Ohio Association of Public School Employees, AFSCME Local #4/AFL-CIO, Celina Local #457, hereinafter referred to as the “Union”, as the sole and exclusive bargaining representative for classified employees of the Celina School System. The term classified employee shall include all employees working in the following positions:

- | | |
|----------------------------|-------------------------|
| 1. Educational Aide | 12. On-Bus Instructor |
| 2. Library Aide | 13. Maintenance |
| 3. Office Aide | 14. Building & Grounds |
| 4. Transportation Aide | 15. Custodian/Fireman |
| 5. Cafeteria Ass't Manager | 16. Custodian Attendant |
| 6. Cook | 17. Building Secretary |
| 7. Cafeteria Worker | 18. Cafeteria Secretary |
| 8. Head Mechanic | 19. Teacher Assistant |
| 9. Mechanic Assistant | 20. Printer |
| 10. Bus Driver | |
| 11. Van Driver | |

B. Excluded from the employee unit are the following:

- | | |
|--|--|
| 1. Superintendent | 12. Superintendent's Secretary |
| 2. Assistant Superintendent | 13. Curriculum Secretary |
| 3. Business Manager | 14. Substitute Employees |
| 4. Directors | 15. Administrative Assistant |
| 5. Principals | 16. Preschool Employees (not regulated by Celina City Schools) |
| 6. Psychologists | 17. Head Start – Parent Participation |
| 7. Teachers (except those named in Section A.) | 18. Treasurer's Secretary |
| 8. Casual and/or Seasonal Employees (who work less than ninety (90) continuous working days) | 19. Switchboard/Receptionist Business Manager's Office |
| 9. Treasurer | 20. Cafeteria Manager |
| 10. Assistant Treasurer | 21. Tri-Star Secretary |
| 11. Transportation Supervisor | 22. Maintenance Supervisor |

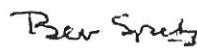
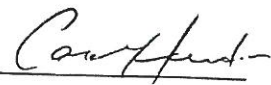
C. **The Assistant Superintendent and Business Manager roles are interchangeable in this contract.**



Board Representative

Date

8/6/15

Association Representative

Date

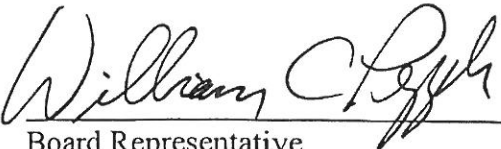
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ARTICLE VII – CONTRACTUAL STATUS

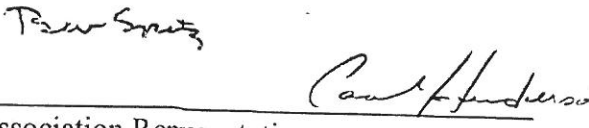
- A. All candidates for classified positions shall be nominated by the Business Manager and are subject to Board rejection or approval.
- B. Upon approval, all **new employees (persons not already contracted with the District)** ~~newly contracted employees~~ will be contracted for a sixty (60) working day probationary period. If at the conclusion of the sixty (60) working day period, no action has been taken to terminate employment, the employee will be considered a candidate as a permanent employee at the next regularly scheduled Board meeting. A simple majority vote of the Board will determine either continued employment or termination. The Business Manager reserves the sole responsibility to dismiss probationary employees any time during the sixty (60) working day period. By mutual agreement, the parties may extend the probationary period an additional twenty (20) work days.

* * *


Board Representative

8/6/15

Date


Association Representative

8-6-15

Date

ARTICLE VIII – WORK WEEK/WORK SCHEDULE

A. Assistant Maintenance employees working less than two hundred sixty (260) days must have a proposed schedule approved by the Business Manager. The Business Manager has the sole authority for any adjustments to approved schedules.

B. Overtime

The work week shall consist of four (4) days of ten (10) hours each, or five (5) days of eight hours each and maximum of forty (40) hours per week (Sunday through Saturday). This Article shall not restrict the extension of the work day or work week on an overtime basis. The four (4) day/ten (10) hour day or five (5) day/eight (8) hour day (non-consecutive) work week shall be implemented by mutual agreement between the employer and the employee. All hours worked in excess of forty (40) hours per week shall be paid at time and one-half. All work performed on Sunday will be paid at one and one-half (1½) times the regular pay. All work performed on holidays will be paid at one and one-half (1½) times the regular pay and in addition to holiday pay. The time for which an employee is compensated for leave but does not actually work should be counted as hours worked for the purpose of determining eligibility for overtime.

C. Compensatory Time

The time for which an employee is compensated for leave but does not actually work should be counted as “hours worked” for purposes of determining eligibility for overtime or compensatory time off. (72 OAG No. 074)

D. Calamity Day Pay

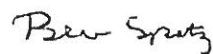

Any two hundred twenty-five (225) to two hundred sixty (260) day employee will receive up to one (1) day vacation (to be taken in summer or other non-student day) for each calamity day worked (maximum of five (5) per year). **Employees who did not work on calamity days will not receive additional compensation on make-up days.**



Board Representative

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ARTICLE XVIII – PLACEMENT ON SALARY SCHEDULE
AND ADVANCEMENT OF SALARY

- A. Placement on the salary schedule will be determined by the actual number of years in the classification or at the experience step that will be at least equal to their present hourly wage (if possible).
- B. Employees will receive a year of service credit for the 2012-2013 contract year for purposes of advancement on the Wage Rate Schedule for the 2013-2014 contract year. Those employees not eligible to advance a step on the Wage Rate Schedule will receive a cash bonus of ~~\$100.00~~. Step advancement for the 2014-2015 contract year is frozen [no catch-up] ~~but employees will receive a cash bonus \$100.00. Bonuses will be paid on the first pay period in December as a lump sum for both years of the contract.~~ Step advancement will resume beginning with the 2015-16 school year.
- C. Any employee replacing or performing the work of a higher paying position will receive the higher rate of pay for the day after three (3) consecutive days in the same position and with prior approval of the Business Manager.

\$225 to be paid within 30 days after ratification.

William C. Papp

Board Representative

8/6/15

Date

Ben Szetz

Association Representative

8-6-15

Date

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Appendix A

Classified Wage Rate Schedule Effective 7/1/15 – 6/30/17

The wage increase will be three percent (3%) for the 2015-2016 school year and three percent (3%) for the 2016-2017 school year, or the same percentage increases as the increase on the teacher BA-0 base salary, whichever is higher.

Employees who were on Step 7 at the time steps were frozen will be moved to Step 10, effective with the 2015-16 school year.

Employees who were on Step 10 at the time steps were frozen will be moved to Step 15 effective with the 2015-16 school year.

William Coffey

Board Representative

8/6/15

Date

Ben Spitz

Paul Henders-

Association Representative

8-6-15

Date

Classified Staff Insurance Rates

Employee Monthly Premium Contribution

<u>EMPLOYEE HOURS/DAYS</u>	<u>Employee Percentage</u> <u>7/1/2015</u>
2+ Hours-186+ days/year	38%
3+ Hours-186+ days/year	38%
4+ Hours-186+ days/year	38%
5+ Hours-186+ days/year	10%
6+ Hours-186+ days/year	7.5%
7+ Hours-186+ days/year	7.5%
8 Hours-186+ days/year	7.5%
7+ Hours-207+ days/year	7.5%
8+ Hours-207+ days/year	7.5%
Full-time bus driver	7.5%

* Any new employee under 6 hours per day hired on or after July 1, 2015 will not be eligible for medical insurance.

* Any employee under 6+ hours per day who is currently enrolled in MABT health insurance may continue in current coverage(s) at the rate prescribed in the column of collective bargaining agreement. This coverage will continue until the employee terminates coverage or employment is terminated with the district or the employee becomes full-time (6 or more hours per day). Any full-time employee currently covered under District health insurance can drop to part-time and keep coverage at the rate prescribed by the collective bargaining agreement.

* Any employee under 6+ hours may purchase dental and/or prescription insurance at 100% of the cost.

Change approved 5/27/15

William Lopez
 8/6/15

Ben Szytz
 8/4/15

Carl Hansen
 8-6-15

ARTICLE XX – SICK LEAVE

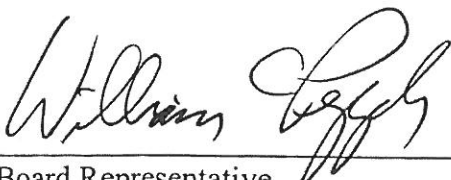
A. All full-time classified employees shall accrue sick leave at the rate of one and one-fourth (1¼) days per month. Hourly or part-time employees will accumulate and deduct sick leave at a rate that is proportional to their assigned work day. Sick leave will accumulate to a maximum of 200 days.

*For incentive see severance pay

1. Employees may use sick leave upon the approval of the Business Manager (or his/her designated representative) for absence due to personal illness, injury, illness in family, pregnancy or exposure to a contagious disease. Upon request after three days the need for sick leave must be established to the satisfaction of the Business Manager.
2. Each new employee shall be advanced up to five (5) days of sick leave if needed. Any advanced sick leave shall be repaid.
3. Days of sick leave accrued shall be credited to the account of each classified employee before deductions in sick leave are made.
4. Sick leave earned in the State of Ohio may be granted for prior service. The number of sick leave days transferred cannot exceed one hundred sixty (160) days.

B. Personal Illness, Injury or Pregnancy

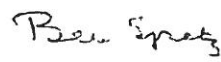

If an employee has an unused balance of accumulated sick leave and if his or her absence is due to personal illness, injury, pregnancy, or others, he or she is entitled to full pay for each absence or fraction thereof [one-half (½) day] for which there is an equal amount of unused accumulated sick leave.



Board Representative

8/6/15

Date

Association Representative

8-6-15

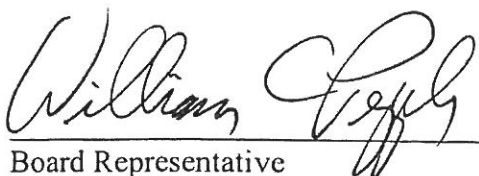
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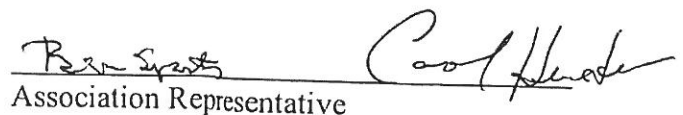
C. Illness in Family

If an employee has an unused balance of accumulated sick leave and if his or her absence is due to illness in the immediate family, he or she is entitled to full pay for each day of absence or fraction thereof [one-half (½) day] for which there is equal amount of unused accumulated sick leave. The immediate family shall include spouse, parents, spouse's parents, children, brothers, sisters, **grandchildren**, and any other person (not renters) residing with the immediate household.

* * *


Board Representative

8/6/15
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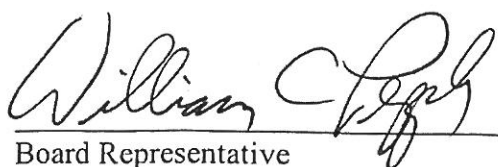

Association Representative

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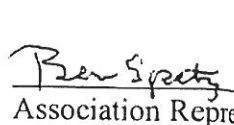

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ARTICLE XXII – PERSONAL LEAVE

- A. Each employee is entitled to three (3) unrestricted personal leave days each year upon request to his/her supervisor. Such days shall be without loss of pay or deduction from sick leave. An employee not using his/her unrestricted personal leave will be compensated for each day at ~~one-half (1/2)~~ of the regular pay rate for the particular job. Said stipend compensation shall be paid to the employee during the last pay period in the yearly contract (i.e., 24th pay period).
- B. The Superintendent may approve additional days as warranted by emergency upon the written request, including reasons, by any employee who has exhausted the personal leave provided herein.
- C. No personal leave may be taken on the day immediately proceeding or following a school holiday or during the first week and last two weeks of school, unless a dire emergency exists. Requests made for exception to this regulation must be in writing to the Superintendent clearly defining the emergency.
- D. Leaves taken for personal reasons with a corresponding loss of pay are in violation of an individual Contract. Waiver of contractual obligation is only possible upon the approval of the Board.


Board Representative

8/6/15
Date

 
Association Representative

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ARTICLE XXIX – INSURANCE

- A. The Board will provide financial support to the employees in their selection of the medical, prescription and dental benefits. The support of the medical benefits will be limited to the PPO alternative plan. Employees selecting a plan other than the PPO alternative plan will be required to pay the difference in the cost of the plan and the amount of the financial support the Board will contribute per this Article.

Eligible employees shall contribute to the cost of health insurance (family/single) as set forth in the “Appendix B – Employee Health Insurance Schedule” in the Negotiated Agreement.”

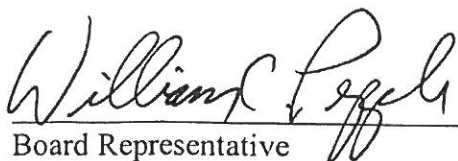
- B. Selection of Insurance Benefits

The District will offer to the employees covered by this agreement, unless otherwise excluded elsewhere in this agreement, the option to participate—allow enrollment in any of the benefit plans for medical, dental, and—~~or~~ prescription drugs as approved benefit plan—offered by the Mercer/Auglaize Employee Benefit Trust. Enrollment in a dental benefit is limited to the current plan (B4108) and the dental PPO plan (B7418). Changes in any benefit plan structure will be implemented only after approval of the Benefit Information Committee and the Trustees of the Mercer/Auglaize Employee Benefit Trust.

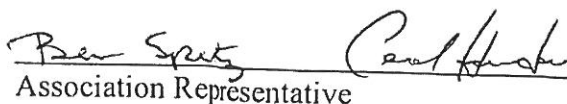
Enrollment in a plan must be within thirty (30) days of becoming eligible, either through the hiring process or a family change in status, or during the annual open enrollment period (November 1 – November 30).

- C. All pre-existing condition decisions shall follow federal and state statutes for newly hired employees.
- D. If more than one (1) family member is employed by the Celina City Schools (includes all personnel) only one (1) family benefit plan may be selected and there is no allowance for an individual plan.

Each individual family member employed is entitled to an individual benefit plan if so requested.


Board Representative

Date


Association Representative

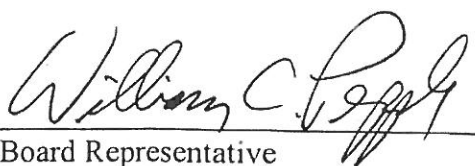
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- E. ~~If a spouse of any school employee is permanently employed and has an available health, major medical, or dental plan that is equal to or better than the school's plan, the school employee shall file an exemption card which authorizes a refusal of any school plan. If said equivalent coverage terminates due to spouse's loss of coverage, said employee may request and will be added immediately to the school's plan. The above participating percentage will apply.~~
- F. The Board will select and pay for term life insurance policy. All classified employees will receive a Twenty-Five Thousand Dollar (\$25,000) term life policy.
- G. The Board will: 1) provide general liability insurance, or 2) indemnify, defend, or hold harmless employees governed by this Contract for acts of omissions occurring within the scope of employment and in good faith belief that such conduct was lawful and in the best interest of the School District.
- H. Workman's Compensation is provided and paid for by the Board which provides insurance for employees who are injured while they are performing their assigned duty. All injury reports must be filed within twenty-four (24) hours with the Treasurer of the school.
- I. Optical Expense Reimbursement for employee and his/her immediate family must be documented by receipts. Receipts reimbursed \$200 annually between January 1st and December 31st for any licensed doctors.
- J. Employee Assistance Program
1. This health insurance coverage will be made available to all employees until the Board should discontinue the program. The Union understands, recognizes, and agrees that if this program is discontinued the Union will not have the right to grieve or otherwise contest the Board's decision of discontinuation.
- K. The Board offers a Section 125 premium only plan for employees, at the employee's option.


Board Representative

8/6/15
Date

 
Association Representative

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