

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 | 21. Study Hall Monitor |
| 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 |

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Association Representative

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Celina City School District
Board of Education
OAPSE Negotiations
Board Initial Proposal
May 2, 2018

- 9. Treasurer
- 10. Assistant Treasurer
- 11. Transportation Supervisor

- 20. Cafeteria Manager
- 21. Tri-Star Secretary
- 22. Maintenance Supervisor
- 23. Special Education Secretary**
- 24. Food Service Supervisor**

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

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Celina City School District
Board of Education
OAPSE Negotiations
Board Initial Proposal
May 2, 2018

10:30 a.m.

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ARTICLE V – NEGOTIATIONS PROCEDURES

E. Negotiations Agreement

When an agreement is reached through negotiations the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the document. If the Agreement is then in proper form, it shall be submitted to the Union. ~~The members of the Union's bargaining team will advocate for the Agreement's ratification by the Union's membership and will vote in favor of ratification.~~ When adopted by the Board, the Agreement shall become part of the official Board minutes and be binding on both parties. Said Agreement shall be signed by the representatives of the Board and by representatives of the Union. The Board will type the original copy of the Agreement and furnish all bargaining unit employees with a copy.

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Package Proposal

~~4:30 P.M.~~

2:30 P.M.

ARTICLE VI – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure so as not to draw public attention to the matter.
2. Nothing contained herein will be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the Administration and having the problem resolved without consultation of the Union.

B. Definitions

1. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of the terms of the Contract entered into between the Board and the Union.
2. A grievant shall be an employee or group of employees employed by the Board.

C. Rights

1. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Union.
2. If a grievance affects a group or class of employees, the Union may submit such grievance to the Superintendent in writing, and the processing of such grievance shall be commenced at Level Two.
3. The fact that grievance(s) were filed shall neither be recorded nor placed in the personnel files nor any other file used to evaluate for re-employment, transfer, and/or assignment. There shall be no reprisals or recriminations against any participant in the grievance procedure.

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4. So that the grievances can be processed as rapidly as possible, time limits at each level should be considered as maximum and an effort should be made to expedite the process. Time limits may be extended by mutual consent.

CURRENT

5. In the event that a timeline for appeal of a grievance or initial submission of a grievance is exceeded, the grievance shall be dismissed, with prejudice. a grievance is filed or being processed on or after May 2, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. Procedure

1. Level One

The grievance shall first be discussed with and presented in writing to the principal or immediate supervisor within ~~ten (10) twenty (20)~~ work days during the school year and ~~ten (10) twenty (20)~~ weekdays during the summer months, ~~excluding holidays~~, of the date of the incident giving rise to the grievance. If satisfactory disposition of the grievance is not received in writing within fourteen (14) calendar days, the grievance may be submitted to the Superintendent **in writing** by the grievant to start Level Two. **The written grievance must identify the specific provision of the Negotiated Agreement alleged to have been violated, misinterpreted, or misapplied, and the proposed resolution to the grievance.**

OF UNION REPRESENTATIVE

2. Level Two

Within seven (7) calendar days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the grievant and/or his/her representative in an effort to resolve the grievance.

3. Level Three

a. If satisfactory disposition of the grievance at Level Two is not received in writing within seven (7) calendar days, the **grievant aggrieved person** may

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request in writing that the Ohio Association of Public School Employees submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

- b. The Ohio Association of Public School Employees shall, within seven (7) calendar days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.
- c. Within seven (7) calendar days after receipt of the request for arbitration by the Superintendent, representatives of the Board and the Union shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list, **at the expense of the party making the request.**
- d. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.
- e. The arbitrator shall hold the ^{calendar} necessary hearing promptly and issue the decision within thirty (30) ~~week~~ days or such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, and the Union and the grievant(s).
- f. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the policies or rules of the Board or this Contract, nor add to, detract from or modify the language therein, in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration.

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- g. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne three-quarters (3/4) by the losing party and one-quarter (1/4) by the winning party.

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1:45 p.m.

ARTICLE VII – CONTRACTUAL STATUS

- A. All candidates for classified positions shall be nominated by the Superintendent/designee Business Manager and are subject to Board rejection or approval.
- B. Upon approval, all new employees (persons not already contracted with the District) 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 ~~non-probationary permanent~~ ^{Contracted} employee ~~under a one (1-) year contract~~ at the next regularly scheduled Board meeting. A simple majority vote of the Board will determine either continued employment or termination. The Superintendent/designee 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.
- C. This group Contract will provide the legal employment document for all ~~nonprobationary permanent~~ ^{Contracted} ~~contracted~~ employees. No additional contract or salary notice will be issued.
- D. Work Hours/Days
 - 1. Length of Contract work day and year. Each classification shall be as indicated in the chart below:

CLASSIFICATION	LENGTH OF DAY (Full Time)	LENGTH OF YEAR (Includes Holidays)
1. <u>AIDES</u>		
a. Educational Aide	2 - 4 - 5+	186+ days
b. Library Aide	2 - 4 - 5+	186+ days
c. Transportation Aide	2 - 4 - 5+	(as needed)
d. Office Aide	2 - 4 - 5+	(as needed)

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2.	<u>CAFETERIA</u>		
	a. Cafeteria Assistant Manager	7+	186+ days
	b. Cook	4 - 7+	186+ days
	c. Cafeteria Worker	2 - 4+	186+ days
3.	<u>TRANSPORTATION</u>		
	a. Head Mechanic	8	260 days
	b. Mechanic Assistant	8	260 days
	c. Bus Driver	Full-1/2	186 days
	d. Van Driver	(as needed)	
	e. On-bus Instructor	(as needed)	
4.	<u>MAINTENANCE</u>		
	a. Maintenance	8	225+ or 260+ days
	b. Building & Grounds	8	225+ or 260+ days
	c. Custodian/Fireman	7+	225+ or 260+ days
	d. Custodian	2+	225+ or 260+ days
5.	<u>OFFICE EMPLOYEES</u>		
	a. Building Secretary	3+ - 7+	187+ - 207+ days
6.	<u>TEACHER ASSISTANT</u>		
	a. Teacher Assistant	3+ - 6+	180+ days
	b. Study Hall Monitor	7+	180+ days
7.	<u>PRINT SHOP</u>		
	a. Printer	8	260 days

2. Bus driver work day shall include:

- a. Total driving hours needed to cover mileage assigned from storage to storage.
- b. Time for cleaning, fueling and inspecting bus in addition to driving time. (Includes mandatory pre-trip inspection each day).

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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 **Superintendent/designee**. ~~Business Manager~~. The **Superintendent/designee** ~~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)~~

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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.

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ARTICLE XI – PERSONNEL FILES

A. Information Placed in Personnel File

When a principal, administrator or supervisor finds it necessary to make an adverse notation in an employee file, the employee shall be allowed to:

1. Read such notation and affix a signature indicating the employee has read the notation, but that the employee does not necessarily agree to it.
2. Have the right to answer such a notation in writing, and said answer shall be attached to the file copy.

B. Examination of Personnel File

Employees shall have the right to examine their individual personnel file in the presence of the **Superintendent/designee Business Manager** or designated representative; and may file written explanations to any derogatory statements which must remain on file as long as derogatory statements are in file. The employee shall also have the right to be represented by the Union at that time.

C. Material Prohibited in File

Anonymous letters or materials shall not be placed in an employee's file.

D. Removal of Material From File

Material may be removed from an employee's file by consent of the Superintendent or when a member claims it is unfair and/or inaccurate and is sustained by the grievance procedure.

E. Copy of Information in File

A member shall be entitled to purchase a copy, at the Board's actual cost, of any materials in the private personnel file except for materials originally supplied to the Board as confidential.

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**ARTICLE XII – PUBLIC COMPLAINTS CONCERNING
CLASSIFIED PERSON**

- A. A complaint concerning a classified employee will be submitted in writing to the **Superintendent/designee**, ~~Business Manager~~, and the **Superintendent/designee** ~~Business Manager~~ shall give a copy to the classified employee. The complaint must be signed by the complainant.
- B. The employee may request a meeting concerning the complaint within five (5) working days after the complaint is made. All conferences concerning complaints will be private and confidential.
- C. An employee may be represented by the Union at any complaint and/or meeting concerning possible suspension, termination and/or disciplinary action.

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ARTICLE XIII – DISCIPLINARY PROCEDURES

A. Progressive Discipline

1. Verbal Warning – Documented in personnel file and copy to employee.
2. Written Reprimand – Copy of letter placed in personnel file and copy to employee.
3. Disciplinary – (Up to ~~ten (10)~~ ^{Five (5)} three (3) day) suspension without pay **imposed by the Superintendent/designee** – copy of letter placed in personnel file and copy to employee.
4. Termination **by the Board** may result.
5. Other Disciplinary Procedures:

Employees involved in serious acts of omission or commission may be suspended, reduced in pay or position, permanently transferred, or terminated, due to an act or acts which would include but not be limited to incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, and/or violations of reasonable rules and regulations of the Board. In such cases of a serious nature, the progressive discipline procedure need not be followed by the Board/Superintendent prior to suspension and/or termination of the employee.

B. Contract Violation

The grievance procedure is the sole vehicle for remediation of disputes.

C. ~~Disciplinary records will be expunged after thirty six months.~~ ^{Forty-eight months}

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ARTICLE XIV – REDUCTION IN FORCE/RECALL

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, **financial reasons**, ~~lack of funds, or lack of work, or any~~ ~~reason permitted by law~~, the following procedures shall govern such layoffs:
1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacement insofar as practical of employees who resign, retire, or otherwise vacate a position.
 2. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off in the classification according to seniority with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in accordance with Article XVI – Seniority List of this Agreement. Authorized leaves of absence do not constitute an interruption in continuous service.

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ARTICLE XVII – INCIDENT REPORTS

Reports of on the job injury, physical assault or personal property damage or loss involving classified employees must be signed by the principal or supervisor and the injured employee, and filed with the **Superintendent/designee Business Manager** within twenty-four (24) hours of the incident, if possible. Classified employees involved in accidents using Board-owned equipment must submit a signed report of the accident to the **Superintendent/designee Business Manager** within twenty-four (24) hours when possible.

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Board Representative

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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 **two hundred (200)** days.

*For incentive see severance pay

1. Employees may use sick leave upon the approval of the **Superintendent/designee 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 **Superintendent/designee 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 (1/2) day] for which there is an equal amount of unused accumulated sick leave.

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Association Representative

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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 (1/2) 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 ~~for the past six (6) consecutive months.~~

D. Falsification of sick leave is grounds for discipline up to and including termination of employment.

E. Catastrophe Sick Leave Bank

1. All current classified staff members may contribute one (1) day of their accumulated sick leave to a district-wide sick leave bank. The enrollment date deadline for the sick leave bank is October 15 of each year. The maximum contribution per ~~certified/licensed~~ ^{classified} staff member will be five (5) days.
2. If a classified staff member who was eligible at the inception of the sick leave bank chooses to join after the inception they must make up all days which they would have been assessed if they had joined when they were first eligible.
3. All newly hired classified staff members will be eligible to join by donating one day of their sick leave.
4. There shall be seven (7) members of the Sick Leave Bank Committee. The Association President will appoint three classified members and the Superintendent will appoint three (3) administrators. In addition, the Superintendent will act as the chairperson with one (1) vote.

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5. Applications must be made by the classified member with the following information: nature of illness or injury; physician(s) diagnosis and prognosis of the illness or injury; projected date to return to work; explanation of previous leave usage; and any other pertinent information the applicant may wish to submit to the committee before a decision is made.
6. Maximum of twenty (20) days may be granted to an applicant per event. No classified member may be granted a total of more than forty (40) days from the sick leave bank. *For classified members who have donated fifteen (15) or more days as of July 1, 2018 they may be granted a total of NOT more than 60 days*
7. Members of the bargaining unit may withdraw from participation at any time but any day contributed is not refundable. *granted a total of NOT more than 60 days*
8. Only members of the sick leave bank are eligible to receive sick leave bank benefits.
9. The Board of Education shall remit the regular salary to the sick leave bank member.
10. Sick Leave Bank days cannot be used in lieu of application for SERS disability.
11. Sick Leave Bank cannot be used if the classified member has applied for and been granted disability retirement.
12. The classified employee must have exhausted his/her own sick leave first, before being granted any days from the sick leave bank.
13. All information and reports relating to application submitted under this article will remain confidential.
14. The District Treasurer will notify the Sick Leave Bank Committee members and the Association President of the number of days accumulated in the sick leave bank annually.

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~~Maximum of twenty (20) days of catastrophic illness or injury leave may be granted to an applicant. The applicant may reapply for catastrophic illness or injury leave beyond twenty (20) days. In no event will any employee be granted a total of more than forty (40) days of catastrophic illness or injury leave for the duration of employment with Celina City Schools.~~

~~PROCEDURE FOR BANK ESTABLISHMENT~~

- ~~1. Any member of the classified employee bargaining unit may become a member of the sick leave bank by donating up to 5 days of his or her own accumulated sick leave on an annual basis. The sick leave donation will occur during the month of October. Should the bargaining unit member wish, an additional contribution of up to 5 days may be made during each February. An employee who has donated 40 days is a member of the sick leave bank for the duration of employment with Celina City Schools.~~
- ~~2. Members of the bargaining unit may withdraw from participation at any time, but the days they have donated are not refundable to them.~~
- ~~3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.~~
- ~~4. The Board of Education shall remit the regular salary to the sick leave bank member.~~
- ~~5. Treasurer will provide the necessary forms to be used to solicit donations.~~
- ~~6. Sick Leave Bank cannot be used in lieu of application for SERS disability.~~
- ~~7. Sick Leave Bank cannot be used if the employee has applied for and been granted disability retirement.~~
- ~~8. No more days can be given than needed by the employee to serve out one regular work year.~~
- ~~9. The employee must exhaust his/her own sick leave first.~~

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- ~~10. The employee who is using the donated Sick Leave Bank will not earn additional sick leave while receiving donated leave days.~~
- ~~11. All information and reports relating to applications submitted under regulation will remain confidential.~~

The Bd will increase the OBI rate to \$19.00

The OBI will be permitted to use professional leave time for the time spent with District trainees being tested.

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Association Representative

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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 the **daily 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 **preceding** ~~proceeding~~ or following a school holiday or during the first week and last two weeks of school, unless a dire emergency exists **as determined by the Superintendent**. 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.

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Association Representative

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ARTICLE XXIV – OAPSE BUSINESS LEAVE/UNION RIGHTS

- A. The Board agrees to permit up to three (3) elected delegates of OAPSE Local #457 leave of three (3) days each to attend the OAPSE Annual conference with continuity of salary.
- B. The cost of replacing said delegate with substitutes (if any) will be reimbursed by Local #457 to the Board.
- C. The Board shall grant up to fifteen (15) days unpaid leave for a member of the Local who is elected to a National, State or District Office or for those persons serving on National, State or District Committees. The OAPSE State Office shall verify, in advance, committee appointments and meetings. Reimbursement to the Board for the continuation of salary and benefits shall be pre-arranged with the OAPSE State Office.
- D. Local Meetings – The Local may use selected Board of Education buildings and grounds for regular meetings by securing proper advance approval from the ~~Superintendent/designee~~ Business Manager.
- E. The Union shall be permitted to have areas in each building to post vacancies, Union notices, etc., for employee notification. ^{except as set forth in I,} **Union business communications shall be scheduled during planned break times so as not to take employees away from performing other job duties.**
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- F. Courier service may be used by the Local as long as regular school business is not preempted. Duplicating equipment, designated by the building principal, may be used by the Local after or before regular school hours. The Local will purchase its own materials.
- G. Existing telephone facilities shall be made available to officers of the Local for their reasonable use.
- H. The President of the Local shall be given the agenda and any reports to be released to the public concerning matters to be considered at regular or special Board meetings at the same time Board members receive them. A copy of the minutes shall be given to the President of the Local.
- I. *The employer shall notify the Union President/designee of any new hires & allow twenty (20) minutes (without loss of pay to either employee) for union orientation on the employee's first day of work.*

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ARTICLE XXV – LEAVE OF ABSENCE

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F. Assault Leave

Classified employees shall be paid regular compensation for the time up to thirty (30) workdays lost due to a physical assault that occurs during school hours or after hours as a result of a school related incident or activity. This leave shall not be charged to any other type of paid leave, but the need for assault leave shall be established to the satisfaction of the Superintendent. If an “emergency day” or holiday is called by the Superintendent during which schools are closed occurs during an assault leave period, the employee will be paid if the rest of the staff is paid. **To be eligible for assault leave, the employee must file a complaint with law enforcement and provide such cooperation, evidence, and testimony as is necessary to prosecute the individual responsible for the assault.**

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Board Representative

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Association Representative

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ARTICLE XXVI – LEAVE FOR SERVICES IN THE ARMED FORCES

- A. A classified employee who enters the armed forces shall, upon returning from service with a discharge other than dishonorable, be re-employed under the same type of contract as held prior to entering the service.
- B. A veteran shall make contact with the **Superintendent/designee Business Manager** within ninety (90) days after his/her release from the armed forces if he/she wishes to be re-employed.
- C. Upon return from the armed service, an employee receives credit for retirement in accordance with law and increments on the salary schedule for the time absent not to exceed five (5) years.

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Board Representative

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Association Representative

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ARTICLE XXXII – DRUG ABUSE PROCEDURE

- A. No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in Federal or ~~and~~ State law, in the workplace.
- B. "Workplace" is the site for the performance of any work done in connection with the District. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.
- C. As a condition of employment, each employee shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.
- D. Employees who violate this procedure shall be subject to disciplinary proceedings in accordance with the prescribed District administrative regulations, local, state and federal laws and/or the Negotiated Agreement, up to and including termination. Any employee in violation of this procedure may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.
- ~~E. Employees will be provided the opportunity to participate in a drug free awareness program to inform them of requirements, services and penalties.~~ - CCL
- F. Annually, employees will receive a list of local drug and alcohol counseling rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

AN employee may be disciplined in accordance with Paragraph D. IN addition,

TKM
Board Representative

TBF CH
Association Representative

5/2/18
Date

5-2-18 5-2-18
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Celina City School District
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 September 13, 2018

PACKAGE PROPOSAL

<u>ARTICLE</u>	<u>PROVISION</u>	<u>PROPOSAL</u>
I	Agreement and Duration	Attached
XV	Vacancies	Attached
XVIII	Placement on Salary Schedule and Advancement of Salary	Attached
XIX	Holidays	Current Agreement
XXI	Funeral Leave	Attached
XXIII	Leave for Court Appearance	Attached
XXIX	Insurance	Attached
XXXI	Commercial Drivers License	Attached
XXXIV	Fair Share Fee	Current Agreement
XXXVI	Signatures	Attached
Salary	1.5%, 1.5% 2.25% 2018-19 2.0% - 2019-2020	
Exhibit B	Classified Staff Insurance Rates 2.0% 2020-2021	Attached

KN
 Board Representative

BJS Paul Henderson
 Association Representative

9/13/18
 Date

9-13-18 9-13-18
 Date

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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, ~~2018~~ 2015 – June 30, ~~2021~~. 2017. 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.

ISW

Board Representative

BJS Carol Henderson

Association Representative

9/13/18

Date

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Date

ARTICLE XV – VACANCIES

- A. When a job vacancy or vacancies occur within the bargaining unit, the Board will post an announcement of such vacancy or vacancies on the District website and email the posting to all employees. Said vacancies shall then remain unfilled and stay posted for five (5) working days. The announcement shall contain the job title, a brief job description, work site, rate of pay, and number of hours of work. Summer notification will be sent to the President of OAPSE Local #457. Where two or more vacancies in different classifications have been posted and no qualified employees have applied, the Board may repost the positions as one vacancy to be offered to one candidate.
- B. Any employee in the classification wishing to apply for the posted vacancy may sign an official bid sheet located in the Central Office. Any other employee or interested party must submit a letter of interest to the Central Office located at the Ed Complex, which will be kept with the official bid sheet. A copy of the list and letters of interest for the posted job will be sent to OAPSE Local #457 President.
- C. The most senior qualified employee in years of service and currently within the classification shall be awarded the vacant position for up to a **thirty (30) sixty (60)** calendar day probationary period. (~~except maintenance~~).
- D. In the event of a vacancy, an employee who was displaced from a previously held classification and in accordance with his/her seniority may return to the classification. This is a one time, per displacement, option to return to the classification from which he/she was displaced. This employee may sign the bid sheet without a letter of interest.
- E. If more than one qualified employee applies for a vacancy outside their current classification, the vacancy, shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question. If the qualifications, skill, experience and ability of the two or more qualified applicants are substantially equal, seniority shall govern.
- F. An employee who is awarded a new job title shall be required to satisfactorily complete a **thirty (30) sixty (60)** calendar day probationary period. He/she will be considered to have qualified on the new job when he/she satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs,

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Board Representative

BAS Carol Henderson
Association Representative

9/13/18
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Date

and when his/her record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period, it is determined that the employee cannot satisfactorily perform the new job, he/she will be returned to his/her previously held position at his/her prior rate of pay.

- G. If no applications are received or if the Board/Superintendent determines that none of the applicants are qualified for the job, the Board/Superintendent may fill the job by hiring a qualified new employee from outside the bargaining unit.
- H. An employee awarded a higher paying job under this Article shall be paid the rate of pay in the salary schedule for the new job that is equal to or next greater than his/her present rate of pay, whichever is greater when possible.
- I. An employee shall not qualify for consideration under this provision if he/she has not satisfactorily completed the required probationary period for his/her existing position.
- J. Definition of seniority shall be elapsed time from date of initial Board action of hiring to present time.
- K. Within thirty calendar days when a vacancy occurs, the position is to be posted in each building.

K/W
Board Representative

RAS Carl Henderson
Association Representative

9/13/18
Date

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Date

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 \$225.00 to be paid within 30 days after ratification. Step advancement for the 2014-2015 contract year is frozen [no catch-up]. 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 **Superintendent/designee Business Manager**.

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Board Representative

BAS Carl Henderson
Association Representative

9/13/18
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Date

ARTICLE XXI – FUNERAL LEAVE

- A. Absence to attend and to plan funerals that occur on days school is in session for death in the immediate family (spouse, children, parents, and spouse's parents, brothers, sisters, **grandparents/grandchildren** and any other person (not renters) residing in the immediate household shall be limited to three (3) days.
- B. Other relatives:
1. One (1) day if within one (1) day driving range from Celina.
 2. ~~Two (2) days when driving distance requires extra time~~
 3. ~~Two (2) days for grandparents/grandchildren~~

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Board Representative

9/13/18
Date

IBFS Carol Henderson
Association Representative

9-13-18 9-13-18
Date

ARTICLE XXIII – LEAVE FOR COURT APPEARANCE

- A. ~~In the event an employee is required to appear in court (other than for jury duty), it will be an excused absence without pay, unless the employee has vacation or personal leave time that they can use. In case of absence from duty in response to a subpoena in a case in court, or in an administrative hearing in which the employee is not a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee or the full salary for the period of absence shall be deducted.~~
- B. ~~In case of absence from duty for any court proceedings or administrative hearing in which the employee is party, no salary shall be paid to the employee for the period of absence unless the employee is proved innocent; whereupon, no deduction in pay will be made.~~
- B. C. In case of absence from duty in response to a jury summons, there shall be deducted from the salary of the employee the amount and only the amount of any jury fee or other compensation, exclusive of any reimbursement paid for expenses.

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Board Representative

BJS Carol Henderson
Association Representative

9/13/18
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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. [Moved to below.]~~

B. Selection of Insurance Benefits and Employee Cost

The District will offer to the employees covered by this agreement **the plans offered by the Mercer-Auglaize Benefit Trust ("MABT"). The current PPO Plan will be in effect until discontinued by the MABT. The District will also offer the option of an HDHP/HSA Plan offered by MABT.** ~~; unless otherwise excluded elsewhere in this agreement, the option to participate in any of the benefit plans for medical, dental, and prescription drug as approved 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.~~

The Board will contribute ~~\$700.00~~ ^{\$1225} for a single plan and ~~\$1700.00~~ ^{\$2450} for a family plan to each employee's HSA from January 1, 2019 to December 31, 2019; and from January 1, 2020 to December 31, 2020; and from January 1, 2021 to December 31, 2021, with no match required by the employee.

For each year, half of the contribution will be deposited into the employee's account January 1, and the other half to be provided the earlier of July 1 or once the employee has used all of the funds deposited by the Board.

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Board Representative

BAS Carol Herdus
Association Representative

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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. 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 – Thanksgiving vacation~~ ~~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.

- E. 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.
- F. 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.
- G. **Workers' 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.
- H. 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.

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Board Representative

BQS Carol Henderson
Association Representative

9/13/18
Date

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I. 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.

J. The Board offers a Section 125 premium only plan for employees, at the employee's option.

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Board Representative

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Date

BAS Carol Z. Lujan
Association Representative

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ARTICLE XXXI – COMMERCIAL DRIVERS LICENSE,
ABSTRACT REIMBURSEMENT AND CERTIFICATE LICENSE FEES

* * *

- K. All training and testing mandated by the Board for maintenance and custodial staff will be paid for by the Board along with the time involved.

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Board Representative

9/13/18
Date

BQS Carol Henderson
Association Representative

9-13-18 9-13-18
Date

Celina City School District
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ARTICLE XXXVI – SIGNATURES

IN WITNESS WHEREOF, the undersigned representatives of the Board and the Union have hereunto set their hands this _____ day of _____, ~~2018.~~ 2015.

FOR THE BOARD

FOR THE UNION

President, Board of Education

President, OAPSE Local #457

Superintendent

Treasurer

Business Manager

 KW
Board Representative

 BIS
Association Representative

 9/13/18
Date

 9-13-18
Date

Celina City School District
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Exhibit B

Classified Staff Insurance Rates

Employee Monthly Premium Contribution
 for HDHP/HSA Effective January 1, 2019

<u>EMPLOYEE HOURS/DAYS</u>	<u>Employee Percentage</u>	
	<u>1/1/2019</u>	<u>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%	

Employee Monthly Premium Contribution
 for PPO Alternative Effective January 1, 2019

<u>EMPLOYEE HOURS/DAYS</u>	<u>Employee Percentage</u>		
	<u>1/1/2019</u>	<u>2015</u>	<u>1/1/2021</u>
2+ Hours – 186+ days/year	40%		40%
3+ Hours – 186+ days/year	40%		40%
4+ Hours – 186+ days/year	40%		40%
5+ Hours – 186+ days/year	15%		15%
6+ Hours – 186+ days/year	12% 15%		13% 20%
7+ Hours – 186+ days/year	12% 15%		13% 20%
8+ Hours – 186+ days/year	12% 15%		13% 20%
7+ Hours - 207+ days/year	12% 15%		13% 20%
8+ Hours – 207+ days/year	12% 15%		13% 20%
Full-time bus driver	12% 16%		14% 20%

KW
 Board Representative

BJS Carol Henderson
 Association Representative

9/13/18
 Date

9-13-18 9-13-18
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Metoo clause (For ~~2018-19, 2019-20~~ 2018/19, 2019/20 & 2020/21

The employees shall receive a ^{2.25%} ~~2%~~, 2%, 2% for the 2018-19, 2019-20, & 2020-21 school years.

However, if the teachers receive a higher aggregate total percentage on the BA ~~step 0~~ for the 2018-19, 2019-20 & 2020-21 school years, the difference in the total percentage increase for the classified employees will be added to the 2% for the 2021-21 school year.

The me-too clause also applies to the percentages paid by the employees toward the ppo premium & the amount paid into the HSA by the Board IF The Board agrees that the teachers' pay less for the ~~employees~~ teacher share of the ppo premium, the same amount will be paid by the classified employees. IF the Board agrees to fund the HSA more than \$1225 + \$2450 IN any year of the three year ^{Teachers} Agreement, the Board shall increase the funding to the classified employees the same amount.

KN
7/13/18

BJS
9-13-18

Carol Hester
9-13-18