Board Counter 9-26-18

4:10 p.m.

ARTICLE XXXI-

NEW I. All certifications, licensure, or renewal of required certifications and or licensure, For-Head start employees, shall be paid for by the Board,

NEW - CALAMITY DAYS-

- -Employees who arrive and work on days that have been defined as calamity, meaning school has-
- -been closed for unexpected reasons, will be compensated for two hours pay if arriving prior to
- notice of closing and every hour spent on duty if required to stay.

NEW - REQUIRED PAPERWORK

Teaching staff will be compensated for additional hours each month to complete required paperwork.

WAGES

Head Start / Celina Preschool employees

Increase to base rate 3% Dec 1 2018

will be granted raises based on

17,3% Dec 1, 2019 the Federal Cost of Living

1934 Dec 1, 2020 adjustment percentage

The following will be a onetime increase, in addition to, and after the above base rate increase. \$.80

Head cook- \$1.50 per hour

Café worker \$.80 per hour

Office Secretary \$.30 per hour

Lead Teacher \$ 1.00 per hour

ARTICLE I-AGREEMENT AND DURATION

The contract between the Celina Board of Education/Head Start and the Ohio Association of Public School Employees Local #457 (AFL-CIO) shall be in full effect from Nevember 30 2013 to November 30, 2015. Dec 1, 2018 to Nov 30, 2021 Neither party is bound to any article not contained herein, nor is either party required to negotiate any issue during the duration of this

9/26/18

BIS #ssociation Representative 9-26-18 2-26-18

NEGOTIATED AGREEMENT

between the

CELINA CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #457 HEAD START/PUBLIC PRESCHOOL EMPLOYEES



Effective December July 1, 2018 2015 through November 30, 2021 2017

TABLE OF CONTENTS **Head Start Agreement**

ARTICLE	ITEM	PAGE
I	Agreement and Duration	
II	Recognition	
III	Scope of Negotiations	
IV	Management Rights	
V	Negotiations Procedures	
VI	Grievance Procedure	848
VII	Contractual Status	
VIII	Work Week/Work Schedule	
IX	Subcontracting	
X	Evaluation of Performance	
XI	Personnel Files	
XII	Public Complaints Concerning Head Start Employees	
XIII	Disciplinary Procedures	
XIV	Reduction in Force/Recall	
XV	Vacancies	

9-26-18 2

ARTICLE	<u>ITEM</u>	PAGE
XVI	Seniority List	
XVII	Incident Reports	
XVIII	Placement on Salary Schedule and Advancement of Salary	
XIX	Vacations and Holidays	
XX	Sick Leave	
XXI	Funeral Leave	
XXII	Personal Leave	
XXIII	Leave for Court Appearance	
XXIV	OAPSE Business Leave/Union Rights	
XXV	Leave of Absence	
XXVI	Leave for Services in the Armed Forces	
XXVII	Pay Periods & Deductions	
XXVIII	Severance Pay	
XXIX	Insurance	
XXX	Retirement Contributions	

Board Representative

9/26/18

Date 9-26-18 CH Association Representative 3

ARTICLE	<u>ITEM</u>	DACE
XXXI	Commercial Drivers License, Abstract Reimburse and Certificate License Fees	<u>PAGE</u>
XXXII	Drug Abuse Procedure	
XXXIII	Longevity	
YXXIV	Fair Share Fee CLL	
XXXV	Special Needs Students Responsibility	
XXXVI	Signatures	
Appendix A	Head Start Wage Rate Schedule	
Appendix B	Employee Health Insurance Schedule	

Board Representative

Association Representative

9-26-18

7-26-18

9.26.18

Date

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 – November 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.

Board Representative $\frac{9/26/lF}{\text{Date}}$ $\frac{7-72-18}{\text{Date}}$ For the presentative of the presenta

ARTICLE II - RECOGNITION

- The Board of Education of the Celina City School District, hereinafter referred to as the A. "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 Mercer County Head Start/Public Preschool Employees. The term "employee" shall include all employees working in the following positions:
 - 1. Head Start/Pre-School Teacher
 - Head Start/Pre-School Aide 2.
 - 3. Head Start Family & Community Service Coordinator
 - Head Start Secretary 4.
 - 5. Head Start Bus Driver
 - Head Start Family Advocate 6.
 - 7. Head Start Office Aide
 - 8. Head Start/Pre-School Certified Teacher Assistant
 - 9. Head Start Home Base Visitor
 - Head Start Transportation Aide 10.
- Excluded from the employee unit are the following: B.
 - Head Start Executive Director 1.
 - Education Manager Director of Early Childhood Services 2.
 - Head Start Health and Community Services Manager Coordinator 3. 4.
 - Family Engagement Services Manager
- C. The Assistant Superintendent and Business Manager roles are interchangeable in this

*Because of federal regulations and recommendations concerning parental involvement as paid employees as well as volunteers, it is agreed that a limited number of paid temporary positions (maximum five (5) may be filled by Head Start parents. These jobs will not have to be posted. These jobs will be filled by Head Start parents on an annual basis and these parents will receive none of the benefits under the contract. The purpose behind these positions is to satisfy federal regulations concerning parental involvement.

-8 parental involvement.		•
Board Representative	Association Representative	H
9/26/18 Date	7~74~18 Date	9-26-10

ARTICLE VII - CONTRACTUAL STATUS

- A. All candidates for classified positions shall be recommended by the Head Start Executive Director, 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 regular or non-probationary permanent employee 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
- C. All candidates for classified positions shall be nominated by the Superintendent/designee Business Manager and are subject to Board rejection or approval.
- D. This group Contract will provide the legal employment document for all permanent contracted employees. No additional contract or salary notice will be issued.
- E. Work Hours/Days
 - Mercer County Head Start provides student service learning days as indicated by Head Start performance standards. Additional staff work days will be determined by Head Start regulations and by the Head Start Executive Director.

Board Representative	Association Representative	c/+
9/26/18 Date	9-21-18 Date	9-26-18

	CLASSIFICATION	LENGTH OF DAY (Full Time)	LENGTH OF YEAR
	1. AIDES		(Includes Holidays)
	a. Head Start Office Aideb. Head Start/Preschool Aide	2+	133+ days
	2. <u>CAFETERIA</u>		
	a. Head Start Head Cooka. Head Start Cookb. Head Start Cafeteria Worker	2+ 2+ 2+	133+ days 133+ days 133+ days
	3. TRANSPORTATION a. Head Start Bus Driver	2+	133+ days
	OFFICE EMPLOYEES a. Head Start Secretary	2+	133+ days
CCL	5. CERTIFIED TEACHER ASSISTANT a. Head Start Certified Teacher Assistant	2+	133+ days
CL	6. TEACHERS HEAD START COORDINATORS		
	a. Head Start/Preschool Head Teacher	2+	133+ days
	7. HEAD START HOME BASE VISITOR	2+	133+ days
	8. HEAD START FAMILY ADVOCATE	2+	133+ 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).

Board Representative	Association Representative	C/4
9/26/16 Date	9-26-18 Date	9-26-18

- Complete total cleaning of school bus assigned between June 1-15 of each C. year (at which driver will be compensated \$125.00) and cleaning of vans (at which driver will be compensated \$80.00) in accordance with bus driver handbook guidelines.
- Bus Drivers must get yearly bus cleaning inspection sheet approved by d. Transportation Supervisor before being excused from school year duties.
- F. E. In-Service Employees may be required to attend up to two (2) meetings per year outside their regular work hours in order to retain their respective positions. Additional in-service meetings shall be paid at the employee's regular hourly rate.
- G. F. Lunch/Break Time Employees working beyond five (5) hours per day will receive unpaid lunch break time. For each two (2) hours of work, a five (5) minute paid break may be taken as scheduled by supervisor.

Board Representative		Association Representative	CH
9/26/18 Date	9	9-26-18 Date	9-26-18

ARTICLE VIII - WORK WEEK/WORK SCHEDULE

A. Assistant Maintenance employees working less than two hundred sixty (260) days musthave a proposed schedule approved by the 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 a 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 one time and one-half (1½) times the regular pay. 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)

Board Representative $\frac{9 / 26 / 18}{\text{Date}}$ $\frac{7333}{\text{Association Representative}}$ $\frac{9 / 26 / 18}{\text{Date}}$

ARTICLE X - EVALUATION OF PERFORMANCE

- A. The Administration shall maintain a planned evaluation procedure for all employees.
- B. The Business Manager, with the Head Start Executive Director; is responsible for the development; of the evaluation procedures, which shall involve conferences with the employee emphasizing areas in which improvement should take place.
- C. Evaluation procedures shall be implemented as follows:
 - 1. Regular non-probationary employees shall be evaluated annually.
 - 2. Formal evaluations will be completed by supervisory personnel as designated by the Head Start Executive Director.
 - If requested by the employee, evaluator, or immediate supervisor, additional evaluations shall be completed by an evaluator designated by the Head Start Executive Director. Business Manager.
 - 4. All formal evaluations will be signed by the **Head Start Executive Director**, Business Manager, including comments if desired, and sent back to the evaluator. The evaluator will then discuss the evaluation with the employee and the employee will sign it, with comments if desired. One (1) copy of the completed evaluation will be given to the employee, one (1) copy will be kept in the office of the unit where the employee works, and one (1) copy will be sent to the central office for inclusion in the employee's personnel file.
 - 5. <u>Informal Evaluations Job Site Visitations</u>

All employees will be evaluated informally through job site visits and observations continually. Discussions concerning work performances and weaknesses may occur after informal visits.

All evaluation materials will become part of the employee's personnel file.

Board Representative

Board Representative

Association Representative

9-24-18 9-24-18

Date

ARTICLE XI - PERSONNEL FILES

A. <u>Information Placed in Personnel File</u>

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

- Read such notation and affix a signature indicating the employee has read the notation, but that the employee does not necessarily agree to it.
- 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. <u>Material Prohibited in File</u>

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.

Board Representative

Association Representative

9/26/18

Date

Date

ARTICLE XII – PUBLIC COMPLAINTS CONCERNING HEAD START/PUBLIC PRESCHOOL EMPLOYEES

- A. A complaint concerning a Head Start employee will be submitted in writing to the Head Start Executive Director. The **Head Start Executive Director** 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.

Board Representative		Association Representative	9-24-18
9/26/18 Date	13	9-26-18 Date	9-

ARTICLE XIII - DISCIPLINARY PROCEDURES

A. <u>Progressive Discipline</u>

- 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 three (3) day) suspension without pay copy of letter placed in personnel file and copy to employee.
- Termination 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.

CCL

B. <u>Contract Violation</u>

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

C. Disciplinary records will be expunged after sixty (60) thirty-six months.

Board Representative 9/26/18Date 9/26/18 9/26/18 9/26/18Date 9/26/18 9/26/18 9/26/18 9/26/18 9/26/18 9/26/18 9/26/18 9/26/18 9/26/18 9/26/18

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.
- 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. In accordance with 1302.90(b)(6), 1304.52(b)(3), current and former Head Start parents must receive preference for employment vacancies for which they are qualified.
- 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

Board Representative	Association Representative	P.
9/2 L/18 Date	9-26-18 9-26-18	

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, 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/Head Start Executive Director determines that none of the applicants are qualified for the job, the Board/Head Start Executive Director 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.
- 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 (30) calendar days when a vacancy occurs, the position is to be posted in each building.

Board Representative	Association Representative	ch
9/26/18 Date		9-26-18

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 Treasurer 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 Treasurer Business Manager within twenty-four (24) hours when possible.

Board Representative	Association Representative	Cls
9/26/18 Date	9-26-18 Date	926-18

ARTICLE XVIII – PLACEMENT ON SALARY SCHEDULE AND ADVANCEMENT OF SALARY

- A. Placement on the salary schedule will be at the established Head Start/Public Preschool salary schedule. **The salary schedule for all All** staff will be adjusted to correspond with the Department of Health and Human Services Federal Grant funding.
- B. Any employee replacing or performing the work of a higher paying position will receive the higher **hourly** 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.

Board Representative	Association Representative	CH.
9/26/18 Date	9-74-18 Date	7-26-18

18

ARTICLE XIX - VACATION AND HOLIDAYS			
A.	The following are the ten paid days) month non-certificated emp	holidays for eleven (225 days) month and twelve (260 ployees:	
В.	Labor Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day Nine (185 days) and ten (207 day pay. They are:	New Year's Day Martin Luther King Day Good Friday Memorial Day Independence Day s) month employees will receive seven days of holiday	
	Labor Day Thanksgiving Day Christmas Day New Year's Day	Martin Luther King Day Good Friday Memorial Day	
C. Vacations shall be granted to all twelve month (260 days) non-certificated personnel who are employed on a full-time basis.			
	.5 – 1.0 years of service in Celina S 1-9 years of service in Celina Scho 10-18 years of service in Celina Sc 19 or more years of experience in C	ols 2 weeks	
Vacation time earned shall be prorated by the following factors:			
	3 weeks = 1.25 days per	month of service month of service month of service	
The vacation year shall be from September 1 through August 31 of each year.			
Vacation shall be earned on the employee's employment anniversary date.			
	Representative	Association Representative	
Date	9/26/18	Association Representative 9-24-18	

Date

- Employees who move up to "vacation eligible" positions (full time 260 days employees) D. will only be granted time spent in a vacation eligible position for purposes of calculating eligible vacation time.
- E. Vacations must be approved by the Superintendent/designee Business Manager at least two (2) weeks in advance to facilitate scheduling and securing temporary replacements. Vacations will be scheduled so that each area or building will have enough experienced workers that the normal schedule will not be disrupted. Vacations may be taken during non-student days upon approval of the Superintendent/designee. Business Manager. Employees with the most seniority shall have priority.

Board Representative		Association Representative	cld
9 /26 /18 Date	20	9-26-18 Date	9-26-18

ARTICLE XX – SICK LEAVE

All full-time classified employees shall accrue sick leave at the rate of one and one-fourth A. (1 1/4) 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

- Employees may use sick leave upon the approval of the Head Start Executive 1. Director (or his/her designated representative) for absence due to personal illness, injury, illness in family, pregnancy or exposure to contagious disease. Upon request, after three days, the need for sick leave must be established to the satisfaction of the Superintendent/designee. Business Manager.
- Each new employee shall be advanced up to five (5) days of sick leave if needed. 2. Any advanced sick leave shall be repaid.
- Days of sick leave accrued shall be credited to the account of each classified 3. employee before deductions in sick leave are made.
- Sick leave earned in the State of Ohio may be granted for prior service. The 4. 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.

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

1		
Board Representative	Association Representative	et e
9-26-18 Date	9-26-18 Date	9.26-10

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.

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

E. Catastrophe Sick Leave Bank

The Celina Board of Education shall establish a sick leave bank based on donated "sick leave" for an employee having exhausted all accumulated paid leave, vacation, and personal days as a result of a catastrophic illness or injury.

The term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature constituting a great misfortune. The "catastrophic illness or injury" must be an unusual, extraordinary, sudden or unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.

Application for catastrophic illness/injury sick leave must be submitted to a committee of three classified employees appointed by the Ohio Association of Public School Employees Local #457 President and three administrators appointed by the Superintendent of Schools and the Superintendent of Schools who will be the chairperson with one vote. Applications will include, but not be limited to, the following information:

- 1. The nature of the claimed catastrophic illness or injury.
- 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury.
- 3. Projected date of return to duty.
- 4. Explanation of previous leave usage.
- 5. Any other pertinent information the applicant may wish to submit to the committee before it makes its decision.

The committee's decision is final and non-grievable.

OL		
Board Representative	Association Representative	
Date	Date	

N/

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.
- 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.
- 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.

Board Representative	Association Representative
e e	
Date	Date

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

	OK
Board Representative	Association Representative
Date	Date 24

ARTICLE XXI - FUNERAL LEAVE

- Absence to attend and to plan funerals that occur on days school is in session for death in A. 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 for the past six (6) months) shall be limited to three (3) days.
- B. Other relatives:
 - One (1) day if within one (1) day driving range from Celina
 - Two (2) days when driving distance requires extra time
 - Two (2) days for grandparents/grandchildren

Board Representative	A	SSOCIATION Representative	CH
9/26/18 Date	Da	9-74-18 ite	9-26-18

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 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 with students and last two weeks of school with students, 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.
- E. Personal leave is scheduled so that each area or building will not be negatively disrupted in terms of having adequate coverage with individuals who know the students. No more than one-third (1/3) of a classification may use personal leave on the same student day unless it is pre-approved by the Head Start Executive Director.
- E -F: Personal leave will be granted based on time/date order that the individual's leave form has been submitted.

Board Representative	Association Representative	<u> </u>
9/26/18 Date	9-26-18 Date	9-26-18

H.

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 above, Union business communications shall be scheduled during planned break times so as not to take employees away from performing their job duties.
- 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.
- 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 I designee of any new hires and allow 20 mountes (without loss of pays to either employee) for Union orientation on employee's first day of work.

 Board Representative

 Association Representative

The President of the Local shall be given the agenda and any reports to be released to the

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 services, 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.

Board Representative	Association Representative	C 12
9/26/18 Date	9-26-18 Date	9-26-18

28

ARTICLE XXVII - PAY PERIODS & DEDUCTIONS

A. <u>Paydays</u>

- 1. Wages will be paid on the basis of twenty-four (24) equal installments paid on the 10^{th} and the 25^{th} of each month.
- 2. If a payday falls on a day that schools are scheduled to be closed (i.e. holiday or weekend), checks will be electronically deposited the prior business day. In the event that the paydate falls on a holiday, the electronic transfer shall take place the workday prior to the holiday. [Moved from XXVII.A.4. below.]
- Hourly earnings submitted to the Treasurer's Office during the current pay period will be included in the following pay period.
- 4. Mandatory direct deposit of employee paychecks to the financial institution of the employee's choice shall be administered. In the event that the paydate falls on a holiday, the electronic transfer shall take place the workday prior to the holiday. [Moved to XXVII.A.2. above.]
- 5. At any time during the term of this Agreement, the Board may implement an electronic time keeping system. The Superintendent will confer with the Union prior to such implementation.
- B. All payroll deductions except Union dues and community charities must be filed at least nine (9) days prior to the first payroll period of the school year or at least nine (9) days prior to the first payroll after January 1. Deductions will be as equal as possible over the twenty-four (24) pay periods.

C. <u>Union Dues Deductions</u>

 The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the names of the employees and the amount deducted.

Board Representative	Association Representative	ck
9/26/18 Date	9-26-18 Date	9-26-18

- 2. Deductions shall be in twenty-four (24) consecutive pays beginning with the month of September.
- 3. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Board Treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for successive periods until annual dues requirement has been met. Written notice of revocation shall be served upon the Board Treasurer and State Union Treasurer.
- The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.
- D. The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employee 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 deducted during the period covered by the remittance.

Board Representative	DIS	CH
Board Representative	Association Representative	
9/26/18	9-26-18	9-76-18
Date	Date	

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. <u>Selection of Insurance Benefits</u>

The current PPO Plan will be in effect until discontinued by the Mercer/Auglaize Employee Benefit Trust ("MABT"). The District will also offer the option of an HDHP/HSA Plan offered by MABT.

Jen. 1, 2020 20%

The employee monthly premium contribution for the PPO Plan shall be twenty percent (26%) of the premium for single or family coverage, effective January 1, 2019. The employee monthly premium contribution for the HDHP/HSA Plan shall be seven and one-half percent (7.5%).

The Board will contribute	Dollars (\$ 1227) for a state
December 31, 2020; and December 31, 2021, with no	December 31, 2019 and from January 1, 2020 to Dollars (\$/225) for a single plan and years of the second street o
Dollars (\$2450) for a famifrom January 1, 2021 to Decewill be deposited into the em	ollars (\$ /225) for a single plan and

Board Representative	Association Representative	0/4
9/26/18 Date	7 - 24-18 Date	9-26-18

August 30, 2018

Leave first sentence, delete the rest.

The District will offer to the employees covered by this agreement, unless otherwise excluded elsewhere in this agreement, the option to participate in any of the benefit plansfor medical, dental, and prescription drugs 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 Trusteesof 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).

- All pre-existing condition decisions shall follow federal and state statutes for newly hired C. employees.
- If more than one (1) family member is employed by the Celina City Schools (includes all D. 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

- 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 in Appendix B will apply.
- The Board will select and pay for a term life insurance policy. All classified employees F. will receive a Twenty-Five Thousand Dollar (\$25,000) term life policy.
- The Board will: 1) provide general liability insurance, or 2) indemnify, defend, or hold G. 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.

Board Representative	Association Representative	CH
Date 9 (26/18	9-26-18 Date	9-26-18

- 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 plan for employees, at the employee's option.

Board Representative	Association Representative
Date	Date 33

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

- The Board will provide reimbursement of documented expenses for comprehensive A. testing to all employees who are required to take the Commercial Motor Vehicle Safety Examination in order to maintain a Commercial Drivers License. Such reimbursement will occur after presentation to the Superintendent/designee Business Manager of appropriate receipts and evidence of successful passage of the Commercial Motor Vehicle Safety Examination and receipt of the Commercial Drivers License.
- The Board will reimburse all qualified bus drivers for the cost of the driver abstract, B. physical exam, pre-employment drug test, BCII background check, CDL permit packet, pre-service class, CDL driving skills test, and CDL License. Reimbursement for the bus driver physical shall be at the Board approved rate.
- Request(s) for reimbursement must be submitted to the Superintendent/designee. C. Business Manager.
- An employee who receives such a reimbursement and who fails to remain in service to D. the Board for a period of one (1) school year after receipt of the reimbursement shall have the amount of the reimbursement deducted from his/her final check.
- No Board reimbursement will be allowed if the employee is required to be re-examined E. because of vehicle operator violations and/or citations.
- F. **Emergency Transportation Provisions**

The Board will pay the cost for employees to obtain a CDL license in accordance with paragraph B above for any member of the bargaining unit, regardless of classification. Once an employee possesses a valid CDL license, a wage increase of ten cents (\$.10) per hour will be awarded at the employee's base rate in the employee's classification and will provide for increased pay as long as the CDL license is held and the employee signs an agreement to assist in emergency transportation at times that regular bus drivers are not available or are unable to drive. Employees participating will be released from their regular duties and the compensation for providing transportation assistance shall be at their adjusted rate of pay in their classification.

) 41, 00 -		
Board Representative	Association Representative	CH
9/26/18 Date	9-26-18 Date	G-26 (8

- Head Start will pay for certificate/license fees required for teacher assistants and aides. G.
- Head Start will pay the cost of any legally required criminal record checks for employees. H.

Board Representative	Association Representative
Date	Date 35

ARTICLE XXXII - DRUG ABUSE PROCEDURE

- No Head Start employees, shall unlawfully manufacture, dispense, possess or use any A. narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in Federal or and State law at any time, regardless of whether on the job or not. Use or being under the influence of alcohol in the workplace is prohibited. Violation of this subsection may result in termination.
- "Workplace" is the site for the performance of any work done in connection with the B. 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 schoolrelated activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.
- As a condition of employment, each employee shall notify his/her supervisor, in writing, C. 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.
- Employees who violate this procedure shall be subject to disciplinary proceedings in D. 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.
- Employees will be provided the opportunity to participate in a drug-free awareness E. program to inform them of requirements, services and penalties.
- Annually, employees will receive a list of local drug and alcohol counseling F. rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

Board Representative	Association Representative	CH_
9/26/18 Date	9-26-18 Date	9-26-18

The Union agrees to follow standing law, but in the event the law changes this Article will stand.

ARTICLE XXXIV FAIR SHARE FEE

When the Union process

When the Union presents to the Superintendent evidence that a majority has joined voluntarily then this contract provision will be in effect as a permanent provision of the

Fair Share, Due/Fees Deductions

All employees of the Bargaining Unit shall become either:

- A Member of OAPSE Local #457 and execute an authorization for dues deduction on a form provided by OAPSE, or;
- In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s) not applying for Membership, a service fee in the amount set forth inwritten notification by the Local Treasurer, such notice to be provided not later than September 5th of each school year. Such fee shall be required as a conditionof employment following a Probationary Period of sixty (60) days following
- Any employee of the Bargaining Unit who has been declared exempt for religious convictions by the State Employee Relations Board shall not be required to pay said Fair Share Fee. However, such employee shall pay in lieu of such Fair Share-Fee, on the same time schedule as Union dues are payable, an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, mutually agreedupon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the samesanctions as would nonpayment of Union dues under the Agreement.
- In no case shall the monthly service fee be in excess of the regular OAPSE Membership dues.

Board Representative	Association Representative	CH
9/26/18 Date	9-74-18 Date	9-26-18

- All Bargaining Unit Members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.
- Such deductions shall be made in twenty four (24) equal installments beginning with the first pay in September. Signed Payroll Deduction Authorization executed by the members shall be continuous from year to year for the duration of the term of recognition of OAPSE Local #457 as the Bargaining Representative or until such time as the employee withdraws such authorization in writing. Withdrawal of Membership does not preclude payment of the Fair Share Fee. An employee may withdraw Membership during a ten (10) day period from August 22nd through August 31^{ed}. Should a Member withdraw during the Withdrawal Period, the Board Treasurer shall then deduct according to Article XXXIV.
- 7. Payroll deductions shall occur immediately upon request or in the case of new employee(s), following the Probationary Period.
- 8. The Board Treasurer shall notify the OAPSE State Treasurer of the gross salary of the employee based on W 2 information. The Board Treasurer shall forward to the OAPSE Treasurer the amount of the State dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall make a one-time deduction, the first pay in September, of Local #457 dues/fees and forward same to the Local Treasurer within five (5) days of the deduction.
- 9. The Union shall defend and indemnify the Board, the Treasurer, their Officers, Members, Agents and Assignees in both their Individual and Official capacities and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, its Officers, Member Employees and/or agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointments of Legal Counsel for defense and indemnification purposes.

Board Representative	0	Association Representative	C 14
Date	. 38	Date	9-26-18

ARTICLE XXXVI - SIGNATURES

ARTICLE XXXVI – SIGNATURES		
FOR THE BOARD	FOR THE UNION	
President, Board of Education Superintendent	President, OAPSE Local #457	
Assistant Superintendent		
Board Representative	Association Representative	
Date 9/26/18	9-26-18 Date 9-26-18	

Appendix A

CELINA CITY SCHOOLS HEAD START/CELINA PRESCHOOL SALARY SCHEDULE EFFECTIVE 7/1/2018 2011

	POSITION	HOURI	LY WAGE
	AIDES		
	Head Start/Preschool Aide	\$	9.73
	Head Start Office Aide	\$	9.73 9.32
	Head Start/Preschool Bus Aide	\$	9.32 9.73
	CAFETERIA		
	Head Start Head Cook	•	
	Head Start Cook	\$	9.97
	Head Start Cafeteria Worker	\$ \$	9.40
		2	9.29
	TRANSPORTATION		
	Head Start Bus Driver	\$	13.09
	OFFICE EMPLOYEES		
	Head Start Secretary	•	
	Preschool Secretary	\$	11.88
	,	\$	11.88
	CERTIFIED TEACHER ASSISTANT		
CLL	Head Start Certified Teacher Assistant	\$	12.75
	Preschool Certified Teacher Assistant	\$	13.75
		Ψ	13.01
	TEACHERS		
	Head Start Teacher	\$	17.67
	Preschool Teacher	\$	17.87 16.84
		Ψ	10.64
	HEAD START HOME BASE VISITOR		
	Head Start Home Base Visitor	\$	16.29
		Ψ	10.29
	HEAD START FAMILY ADVOCATE		
	Head Start Family Advocate	\$	13.75
		-	13.73

Board Representative $\frac{9/26/16}{\text{Date}}$ Association Representative $\frac{9-26-16}{\text{Date}}$ Association Representative

Head Start/Celina Preschool

- All staff hourly rates will be adjusted to correspond with the Department of Health and Human Services Federal
- If applicable Federal regulation or monies should change, succeeding contracts will change to reflect the new regulations or allocations.
- In a teacher's absence, the classroom assistant will receive an additional \$1.50 per hour because of added
- Head Start/Celina Preschool employees will be granted three percent (3%) raise to the base amounts listed in the salary schedule for the first year of the current collective bargaining agreement.
- Head Start/Celina Preschool employees will be granted raises based on the Federal Cost of Living adjustment
- Anyone bidding into Head Start/Preschool will start at the above Entry Level Pay.
- Any Head Start/Preschool employee who is not at the entry level pay will have their pay adjusted to match the 2018

Board Representative ciation Representative 9-26-8

41

Appendix B

Classified Staff Insurance Rates

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

EMPLOYMENT TO THE	Employee Percentage
EMPLOYEE HOURS/DAYS	1/1/2019
2+ Hours-133+ days/year	38%
3+ Hours-133+ days/year	38%
4+ Hours-133+ days/year	38%
5+ Hours-133+ days/year	10%
6+ Hours-133+ days/year	7.5%
7+ Hours-133+ days/year	7.5%
8+ Hours-133+ days/year	7.5%
7+ Hours-133+ days/year	7.5%
8+ Hours-133+ days/year	7.5%
Full-time bus driver	7.5%

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

EMPLOYEE HOURS/DAYS 2+ Hours-133+ days/year 3+ Hours-133+ days/year 4+ Hours-133+ days/year 5+ Hours-133+ days/year 6+ Hours-133+ days/year 7+ Hours-133+ days/year 8+ Hours-133+ days/year 8+ Hours-133+ days/year Full-time bus driver	Employee Percentage 1/1/2019 40% 40% 40% 20% 20% 20% 20% 20% 20% 20% 20%	Employee Percentage 1/1/2020 40% 40% 40% 20% 20% 20% 20% 20% 20% 20% 20% 20%	Employee Percentage 1/1/2021 40% 40% 40% 20% 20% 20% 20% 20% 20% 20% 20%
--	--	--	--

04 Association Representative 9-26-18 42

Employee Monthly Premium Contribution for PPO Alternative <u>Until January 1, 2019</u>

MARKATANAN ARCHITECTUS OFFICE OF THE STATE O	Employee Percentage
EMPLOYEE HOURS/DAYS	7/1/2015
2+ Hours-133+ days/year	38%
3+ Hours-133+ days/year	38%
4+ Hours-133+ days/year	38%
5+ Hours-133+ days/year	10%
6+ Hours-133+ days/year	7.5%
7+ Hours-133+ days/year	7.5%
8+ Hours-133+ days/year	7.5%
7+ Hours-133+ days/year	7.5%
8+ Hours-133+ 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.

Board Representative	Association Representative	CH
Date 9 /26 /18	9-24-1 8 Date	9-26-18

^{*}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.

Celina City School District Board of Education OAPSE #457 Head Start / Public Preschool Employees Negotiations Board Proposal - Memorandum of Understanding May 2, 2016

The Contract between the Celina Board of Education and the Ohio Association of Public School-Employees Local #457 (AFL-CIO) was agreed upon on December 14, 2015.

We are agreeing today to add another year onto this contract:

The new Contract effective dates will be December 1, 2015, through November 30, 2018.

Head Start / Celina Preschool employees will be granted a three percent (3%) raise to the baseamounts listed in the salary schedule for the first year of the current collective bargaining agreement. Some positions have been increased in the first year of the contract to make their compensation comparable to the region.

Head Start / Celina Preschool employees

Date

Head Start / Celina Preschool employees will be granted raises based on the Federal Cost of Living adjustment percentage.

Board Representative	Association Representative	
Date	Date	
Board Representative	Association Representative	CH_
9/26/18	9-26-18	9-26-18