
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 1, 2022 through November 30, 2025

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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 December 1, 2022 – November 30, 2025. 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.

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 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
2. Head Start/Pre-School Aide
3. Head Start Family & Community Service Coordinator
4. Head Start Secretary
5. Head Start Bus Driver
6. Head Start Family Advocate
7. Head Start Office Aide
8. Head Start/Pre-School Teacher Assistant I
9. Head Start/Pre-School Teacher Assistant II
10. Head Start Home Base Visitor
11. Head Start Transportation Aide

B. Excluded from the employee unit are the following:

1. Head Start Executive Director
2. Education Manager
3. Health and Safety Manager
4. Family Engagement Services Manager
5. Mental Health Manager

*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.

ARTICLE III – SCOPE OF NEGOTIATIONS

Negotiations between the Board and the Head Start/Public Preschool employees are limited to wages, hours, and terms and conditions of employment.

ARTICLE IV -- MANAGEMENT RIGHTS

The Union recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all Head Start employees employed by the Board, and for the determination of all resolutions, policies, practices, procedures, rules, and negotiations governing any and all aspects of the District, except as restricted by this Agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

1. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services and programs of the District; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform the functions, services, and programs of the District.
2. To hire, appoint, evaluate, promote, assign, temporarily reassign (60 work day limit), schedule, transfer, layoff, train, retrain, suspend, discipline, remove, dismiss, retain, or reinstate employees.
3. To direct, supervise, and manage the workforce, to determine the efficiency and effectiveness of the workforce, to determine the size, composition, and adequacy of the workforce; and to select the personnel by which District operations shall be carried out.
4. To maintain or increase the efficiency and/or effectiveness of District services.
5. To take actions to carry out the mission of the District as a governmental unit.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the Board is not required to bargain on any subjects including, but not limited to, those enumerated above, reserved to and retained by the Board under this article.

ARTICLE V -- NEGOTIATIONS PROCEDURES

A. Request for Opening of Head Start/Public Preschool Negotiations

1. A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent of the Board or by the Superintendent to the President of the Union on or before one hundred twenty (120) days prior to the expiration of the current Contract. A mutually convenient meeting date shall be set no later than one hundred ten (110) days prior to the expiration of the current Contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

2. All issues for negotiations by the Union and Board shall be submitted in writing at the first meeting.

B. Negotiation Personnel

The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed five (5) members each. The membership of the teams may vary from meeting to meeting. In addition, each party may use one (1) consultant. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.

C. Progress Reports

During negotiations, interim reports will be made to the Union by its representatives and the Board by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

D. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within to caucus in privacy.

E. Negotiations Agreement

When an agreement is reached through negotiations the outcome shall be reduced in 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. 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.

F. Negotiations Impasse Procedures

Either negotiation team may call for a mediator when it determines an impasse has been reached in the negotiation proceedings or at the expiration of the agreed to negotiations period. The Federal Mediation and Conciliation Service (FMCS) shall be contacted to appoint a mediator according to the rules and regulations of FMCS. Any cost shall be shared equally by the Board and the Union.

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.
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.
5. In the event 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 Executive Director or immediate supervisor within twenty (20) work days during the school year and 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 by the grievant to start Level Two.

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 aggrieved person may 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.
- 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 necessary hearing promptly and issue the decision within thirty (30) 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.
- g. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne three-quarters ($\frac{3}{4}$) by the losing party and one-quarter ($\frac{1}{4}$) by the winning party.

ARTICLE VII – CONTRACTUAL STATUS

- A. All candidates for classified positions shall be recommended by the Head Start Executive Director, nominated by the Superintendent/designee 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 contracted 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 reserves the sole responsibility to dismiss new 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 permanent contracted employees. No additional contract or salary notice will be issued.
- D. Work Hours/Days
 - 1. 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.

CLASSIFICATION	MINIMUM LENGTH OF DAY (Full Time)	MINIMUM LENGTH OF YEAR (Includes Holidays)
1. <u>AIDES</u>		
a. Head Start Office Aide	2+	133+ days
b. Head Start/Preschool Aide		

2. <u>CAFETERIA</u>		
a. Head Start Head Cook	2+	133+ days
b. Head Start Cook	2+	133+ days
c. Head Start Cafeteria Worker	2+	133+ days
3. <u>TRANSPORTATION</u>		
a. Head Start Bus Driver	2+	133+ days
4. <u>OFFICE EMPLOYEES</u>		
a. Head Start Secretary	2+	133+ days
5. <u>TEACHER ASSISTANT</u>		
a. Head Start Teacher Assistant I	2+	133+ days
b. Head Start Teacher Assistant II	2+	133+ days
6. <u>TEACHERS</u>		
a. Head Start / Preschool Teacher	2+	133+ days
7. <u>HEAD START HOME BASE VISITOR</u>		
	2+	133+ days
8. <u>HEAD START FAMILY ADVOCATE</u>		
	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).
- c. Complete total cleaning of school bus assigned between June 1-15 of each 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.
- d. Bus Drivers must get yearly bus cleaning inspection sheet approved by Transportation Supervisor before being excused from school year duties.

- 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.
- 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.

ARTICLE VIII – WORK WEEK/WORK SCHEDULE

- A. The Superintendent/designee 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 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)

D. Cancellation Days

OAPSE Head Start/Public Preschool classified staff members are required to work the equivalent number of hours and days of their contract. OAPSE Head Start/Public Preschool staff members may be involved in a variety of work, including, but not limited to their current job assignment responsibilities, professional development, cleaning and disinfecting, etc. The Head Start/Public Preschool employees may work with their supervisors to arrange how they will fulfill their hourly work requirements.

ARTICLE IX -- SUBCONTRACTING

No outside contractor, supervisory or managerial employees, substitutes, temporary or casual employees, or other employees of the Board outside the bargaining unit may be used to eliminate an employee's job or to reduce the regular work hours of an employee.

- A. This provision shall not apply to Head Start and Public Preschool Collaborative or Community Partnerships. Employees will not be adversely affected by loss in hours, pay or position unless newly acquired federal grant opportunities specifically require open collaboration or partnerships. If a displacement occurs due to federal Head Start regulations, the displaced employee will revert of Article XIV – Reduction in Force/Recall. A copy of the grant opportunity will be provided to the OAPSE president.

ARTICLE X -- EVALUATION OF PERFORMANCE

- A. The Administration shall maintain a planned evaluation procedure for all employees.
- B. 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.
 - 3. If requested by the employee, evaluator, or immediate supervisor, additional evaluations shall be completed by an evaluator designated by the Head Start Executive Director.
 - 4. All formal evaluations will be signed by the Head Start Executive Director, 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. Informal Evaluations -- Job Site Visitations

All employees will be evaluated informally through job site visits and observations continually. Discussions concerning work performances and weaknesses may occur after informal visits.
 - 6. All evaluation materials will become part of the employee's personnel file.

ARTICLE XI -- PERSONNEL FILES

A. Information Placed in Personnel File

When an 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 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

**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 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.

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 five (5) 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. Disciplinary records regarding safety of children will not be expunged when they are reported to the Office of Head Start, the Children Services Board, and the Ohio Department of Education.

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, lack of funds, or lack of work, 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.
- B. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff, probationary contracted employees shall be laid off before any employee in the classification employed under continuing status is laid off.
- C. Displacement
1. When positions are vacated due to a layoff and those positions must be filled, the vacancies will first be posted and the procedures of Article XV shall be followed. Any other positions in the classification, which are vacated as a result of filling the vacancies created by the layoff, shall likewise be posted. When the procedures of Article XV have been followed for all such vacancies, and there remains any unfilled vacancy, the position(s) will be filled by assigning employees in the classification. In

making such assignments, the Board will use seniority to make a reasonable attempt to minimize loss of hours/pay within the classification for any more senior employee displaced by the reduction in force, where services will not be affected. An employee may accept layoff, and waive any bumping rights, while retaining recall rights under Section D.

2. If unable to replace an employee within the employee's classification, he/she may "bump" the least senior employee having the same or less regular annual pay in another classification on the basis of seniority, provided the employee holds the necessary qualifications. An employee may bump into a position with higher regular annual pay if necessary to remain employed. This right must be exercised within five (5) calendar days after notification.
3. Employees displaced/reassigned due to a reduction in force shall retain the insurance benefits for their former position for a period of twelve (12) months from the effective date of any reduction in force. This does not apply to any employees who are laid off and not assigned to any other position.

D. Recall of Employees

1. Laid off persons are eligible for re-employment for the classification from which they were laid off for two years. Laid off employees shall be re-employed in the reverse order of layoff.
2. Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the Board of a comparable opening in same classification. Such notice shall be sent by certified mail to the last address given to the Board by the employee.
3. An employee shall notify the Board of his/her intent to accept or refuse employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice. If an employee is given notice of re-employment and that employee does not accept the re-employment, that employee relinquishes his/her comparable eligibility to remain on the re-employment list.

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) 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), 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) 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, 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.
- 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 (30) calendar days when a vacancy occurs, the position is to be posted in each building.

ARTICLE XVI -- SENIORITY LIST

A master seniority list will be maintained and updated by the Administration. Ties in seniority will be decided by the earliest dates on the application form, and then if those dates are the same, or if there is no application form on file, then by a flip of a coin.

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 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 within twenty-four (24) hours when possible.

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 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 after three (3) consecutive days in the same position and with prior approval of the Superintendent/designee.

ARTICLE XIX -- VACATION AND HOLIDAYS

- A. The following are the ten paid holidays for eleven (225 days) month and twelve (260 days) month non-certificated employees:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	Juneteenth
	Independence Day
- B. Nine (185 days) and ten (207 days) month employees will receive seven days of holiday pay. They are:

Labor Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
New Year's 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 Schools	-- 1 week
1-9 years of service in Celina Schools	-- 2 weeks
10-18 years of service in Celina Schools	-- 3 weeks
19 or more years of experience in Celina Schools	-- 4 weeks

Vacation time earned shall be prorated by the following factors:

2 weeks	=	0.83 days per month of service
3 weeks	=	1.25 days per month of service
4 weeks	=	1.67 days per 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.

- D. Employees who move up to "vacation eligible" positions (full time 260 days employees) 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 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. Employees with the most seniority shall have priority.

ARTICLE XX -- SICK LEAVE

- A. All full-time classified employees shall accrue sick leave at the rate of one and one-fourth (1 ¼) 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 and twenty-five (225) days.

*For incentive see severance pay

1. Employees may use sick leave upon the approval of the Head Start Executive Director (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.
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 ($\frac{1}{2}$) 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 absence or fraction thereof [one-half ($\frac{1}{2}$) 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.

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

E. 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 classified staff member will be five (5) days. Sick Leave Bank Donation Forms must be filled out on an annual basis by October 15 of each year. Those classified staff members who do not turn in their forms will not be a member of the Sick Leave Bank for that year.
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. The maximum contributions per classified staff member will be five (5) cumulative days. Staff members may elect to donate an additional one (1) day per year, after they have met their five (5) day maximum contribution requirements, if they indicate their desire to do so on their enrollment form by October 15 each year.
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 (3) classified members and the Superintendent will appoint three (3) administrators. In addition, the Superintendent will act as the chairperson with one (1) vote.

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. A classified member may be granted a total of not 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 sixty (60) days.
 7. Members of the bargaining unit may withdraw from participation at any time but any day contributed is not refundable.
 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, vacation, and personal 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.
 15. All classified employees will be provided with an annual options form to indicate participation in the Sick Leave Bank. The forms will be forwarded to the Treasurer within the ten (10) working days for the enrollment date deadline.
- F. For known or prescheduled sick leave, absent Bus Aides, Bus Drivers and Cafeteria Staff are required to attempt to secure a substitute to cover for their absence by contacting a substitute from the Head Start Sub List. Teachers, Teacher Assistant, and Classroom aides should continue to contact the Education Manager to secure substitutes.

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 for the past six (6) months shall be limited to three (3) days up to and including the day of the funeral/memorial service.

B. Other relatives:

1. One (1) day

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 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 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. An employee may carry over one (1) day or cash out at the daily rate. An employee shall have no more than four (4) personal days. The classified staff member must inform the Treasurer in writing of his/her decision to carry over a day by the end of the school year. If the staff member fails to notify the Treasurer, any unused personal days will be cashed out.
- F. For known or prescheduled personal leave, absent Bus Aides, Bus Drivers and Cafeteria Staff are required to attempt to secure a substitute to cover for their absence by contacting a substitute from the Head Start Sub List. Teachers, Teacher Assistant, and Classroom aides should continue to contact the Education Manager to secure substitutes.

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 excused absence without pay, unless the employee has vacation or personal leave time that they can use.
- B. 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.

- C. For known or prescheduled leave for court appearance, absent Bus Aides, Bus Drivers and Cafeteria Staff are required to attempt to secure a substitute to cover for their absence by contacting a substitute from the Head Start Sub List. Teachers, Teacher Assistants, and Classroom aides should continue to contact the Education Manager to secure substitutes.

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.
- 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 Section I (below). 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.
- 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 and allow 20 minutes (without loss of pay to either employee) for Union orientation on employee's first day of work.

ARTICLE XXV -- LEAVE OF ABSENCE

- A. A leave of absence is not a recommended practice. Any request for same must be made to the Board.

B. Absence Without Pay

An employee may be granted leave without pay only with Board approval. Leave prior to or after holidays will result in loss of holiday pay.

C. Unexcused Absences

An unexcused absence shall be an absence not approved under the aforementioned policies. These absences will be at a loss in salary and benefits and may result in disciplinary action.

D. Federal Family and Medical Leave Act

The Board agrees to grant to employees leave in compliance with the Federal Family and Medical Leave Act of 1993. The Union acknowledges the right of the Board to adopt a policy implementing this leave so long as said policy is not directly in violation of the Act.

E. Child Care/Adoption Leave

Upon request, a classified employee shall be granted child care/adoption leave for the remainder of a semester or school year. It is agreed that such a leave would be without wages or fringe benefits. An employee may pay and participate in group insurance during this leave. Upon return of taking the leave, an employee shall be reinstated in contract status, but not necessarily the same classification position.

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.

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 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.

ARTICLE XXVII -- PAY PERIODS & DEDUCTIONS

A. Paydays

1. Wages will be paid on the basis of twenty-four (24) equal installments paid on the 10th and the 25th 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 payday falls on a holiday, the electronic transfer shall take place on the Celina City Schools workday prior to the holiday.
3. 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.
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. Union Dues Deductions

1. 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.
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 per the Membership Application. Dues deduction authorization not revoked per the Membership Application shall continue for successive periods until annual dues requirement has been met.
4. 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 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.

ARTICLE XXVIII -- SEVERANCE PAY

- A. Upon retirement from the School Employees Retirement System, an employee shall receive a cash payment of his/her accumulated sick leave. The payment will be at a rate of thirty-three percent (33%) of the accumulated sick leave balance not to exceed 225 days.
- B. Such payment shall be based on the employee's daily rate of pay (excluding extra-duty assignments or overtime pay) at the time of retirement.
- C. Payment for leave on this basis shall be considered to eliminate all leave credit accumulated by the employee at this time. Such payment shall be made only once to any employee.
- D. Only those employees whose effective date of retirement with their respective State Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service with the Celina City Schools, shall be eligible to be paid for such accumulated but unused leave credit.
- E. Payment for this accumulated unused leave credit shall be made within sixty (60) calendar days after their SERS retirement date.
- F. Severance pay is only payable to an employee upon service retirement and shall not be paid to those employees who obtain disability retirement nor shall it be paid to an employee's estate upon death.

ARTICLE XXIX -- INSURANCE

- A. The Board will provide financial support to the employees in their selection of the medical, prescription and dental benefits.

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

- B. Selection of Insurance Benefits

The District will offer the option of an HDHP/HSA Plan offered by the Mercer/Auglaize Employee Benefit Trust (MABT).

The employee monthly premium contribution for the HDHP/HSA Plan shall be nine percent (9%) for the 2023 and 2024, and ten and one-half percent (10.5%) for 2025.

The Board will contribute \$1000 for a single plan and \$2000 for a family plan to each employee's HSA from January 1, 2023 to December 31, 2024, with no match required by the employee. The Board will contribute \$500 for a single plan and \$1000 for a family plan to each employee's HSA from January 1, 2025 to December 31, 2025 with no match

required by the employee. The parties agree that the Board funded portion of the HSA will end with the January 1, 2025 – December 31, 2025 payment.

For an employee newly hired in the District for the 2022-23 or 2023-24 school year, the Board shall contribute \$1,225 for a single plan and \$2,450 for a family plan during the employee's first year of employment. If the employee is newly hired during the 2022-23 school year, the Board shall contribute \$1,000 for a single plan and \$2,000 for a family plan during the 2024 insurance plan year.

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

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 plans for medical, dental, and prescription drugs as approved by 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.

- 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. 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 participating percentage in Appendix B will apply.
- F. The Board will select and pay for term life insurance policy. All classified employees will receive a Twenty-Five Thousand Dollar (\$25,000) term life policy.
- G. The Board will: 1) provide general liability insurance, or 2) indemnify, defend, or hold harmless employees governed by this Contract for acts of omissions occurring within the scope of employment and in good faith belief that such conduct was lawful and in the best interest of the School District.
- H. Workman's Compensation is provided and paid for by the Board which provides insurance for employees who are injured while they are performing their assigned duty. All injury reports must be filed within twenty-four (24) hours with the Treasurer of the school.

I. Optical Expense Reimbursement for employee and his/her immediate family must be documented by receipts. Receipts reimbursed up to \$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.

L. For employees working 6+ hours/day, the Board will pay \$16.66 per month to the premium for the family plan and \$7.77 per month for the premium for the single plan for the VSP Premium Plan (VSP Plan 1). For employees working less than 6 hours/day, the Board will pay 50% of the premium amounts set forth above per month for a Family and Single VSP Plan.

ARTICLE XXX -- RETIREMENT CONTRIBUTIONS

- A. All classified personnel governed by this section shall participate in the State Employees Retirement System (SERS). Both the Board and the employee shall be liable for contributions.
- B. The Board shall "pick up" (assume and pay), the maximum allowed by law, the contributions to the SERS using the salary reduction method. It is recognized that this will afford the employee a tax shelter on his/her contribution while exempting the Board from any financial liability.

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

- A. The Board will provide reimbursement of documented expenses for comprehensive 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 of appropriate receipts and evidence of successful passage of the Commercial Motor Vehicle Safety Examination and receipt of the Commercial Drivers License.
- B. The Board will reimburse all qualified bus drivers for the cost of the driver abstract, physical exam, pre-employment drug test, FBI & BCI&I 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.
- C. Request(s) for reimbursement must be submitted to the Superintendent/designee.

- D. An employee who receives such a reimbursement and who fails to remain in service to 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.
- E. No Board reimbursement will be allowed if the employee is required to be re-examined 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.

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

ARTICLE XXXII -- DRUG ABUSE PROCEDURE

- A. No Head Start employees, shall unlawfully manufacture, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in Federal or 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.
- 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.
- 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.

ARTICLE XXXIII – LONGEVITY

- A. All classified employees will be paid longevity on the following schedule with an employee's year of service calculated on June 1st of each year for purposes of this article:

10 to 14 years of service	\$ 50.00
15 to 19 years of service	\$ 75.00
20 to 24 years of service	\$100.00
25 to 29 years of service	\$125.00
30+ years of service	\$150.00

ARTICLE XXXIV – FAIR SHARE FEE

- A. This Article is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, et al., 138 S.Ct. 2448 (2018), and will not be implemented, but is preserved should the law change in future years.
- B. Fair Share, Due/Fees Deductions
All employees of the Bargaining Unit shall become either:
 1. A Member of OAPSE Local #457 and execute an authorization for dues deduction on a form provided by OAPSE, or;
 2. 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 in written 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 condition of employment following a Probationary Period of sixty (60) days following employment.
 3. 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 agreed upon 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 same sanctions as would nonpayment of Union dues under the Agreement.

4. In no case shall the monthly service fee be in excess of the regular OAPSE Membership dues.
5. All Bargaining Unit Members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.
6. 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 per the Membership Application.
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.

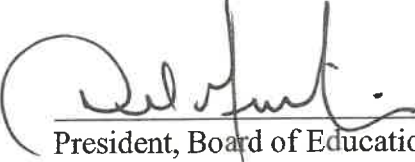
ARTICLE XXXV - SPECIAL NEEDS STUDENTS RESPONSIBILITIES

With respect to special needs students, classified employees shall not be required to perform: catheterization; insertion or re-insertion of feeding tubes; intravenous related therapy; colostomy appliance maintenance, or routine insulin therapy. However, when directed by the appropriate administrator, classified employees shall assist with these activities.

ARTICLE XXXVI – SIGNATURES

IN WITNESS WHEREOF, the undersigned representatives of the Board and the Union have hereunto set their hands this 27 day of October, 2022.

FOR THE BOARD



President, Board of Education




Superintendent




Treasurer

FOR THE UNION



President, OAPSE Local #457







CELINA CITY SCHOOLS
HEAD START/CELINA PRESCHOOL ENTRY LEVEL PAY SCALE
EFFECTIVE 12/1/2022

Appendix A

<u>POSITION</u>	<u>HOURLY WAGE</u>
AIDES	
Head Start/Preschool Aide	\$ 11.56
Head Start Office Aide	\$ 11.06
Head Start/Preschool Bus Aide	\$ 11.56
CAFETERIA	
Head Start Head Cook	\$ 15.06
Head Start Cook	\$ 12.07
Head Start Cafeteria Worker	\$ 11.94
TRANSPORTATION	
Head Start Bus Driver	\$ 15.44
OFFICE EMPLOYEES	
Head Start Secretary	\$ 14.11
Preschool Secretary	\$ 14.11
TEACHER ASSISTANT	
Head Start Teacher Assistant I	\$ 16.35
Head Start Teacher Assistant II	\$ 11.56
Preschool Teacher Assistant	\$ 16.35
TEACHERS	
Head Start Teacher	\$ 20.99
Preschool Teacher	\$ 20.99
HEAD START HOME BASE VISITOR	
Head Start Home Base Visitor	\$ 19.35
HEAD START FAMILY ADVOCATE	
Head Start Family Advocate	\$ 16.35
<u>HeadStart/Celina Preschool</u>	

All staff hourly rates will be adjusted to correspond with the Department of Health and Human Services Federal Grant funding.

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 responsibility.

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

Anyone bidding into Head Start/Preschool will start at the above Entry Level Pay.

Teacher Assistant I requires either a CDA, Associate's Degree in ECE (or closely related field), or higher.

Teacher Assistant II requires the employee to have a HS Diploma or equivalent and agree to obtain a CDA within 24 months of hire (in accordance with the Head Start Act, 2007). MCHS would bear the cost of the CDA program. Once the employee obtains the CDA, they would be considered a Teacher Assistant I. At the time of hire, the employee would enter into a written agreement outlining employment contingent on enrolling, maintaining, and achieving a CDA within 24 months of the hire date.

Hourly wages to increase one percent (1%) on December 1, 2022, two percent (2%) on December 1, 2023, and wages in year 3, shall be no less than two percent (2%), beginning December 1, 2024, however, both parties agree to re-open the Collective Bargaining Agreement for wages only.

Classified Staff Insurance Rates

Employee Monthly Premium Contribution
For HDHP/HSA Effective January 1, 2023 – December 31, 2024

<u>EMPLOYEE HOURS/DAYS</u>	<u>Employee Percentage</u> <u>1/1/2023</u>
2+ Hours-186+ days/year	38%
3+ Hours-186+ days/year	38%
4+ Hours-186+ days/year	38%
5+ Hours-186+ days/year	11.5%
6+ Hours-186+ days/year	9%
7+ Hours-186+ days/year	9%
8+ Hours-186+ days/year	9%
7+ Hours-207+ days/year	9%
8+ Hours-207+ days/year	9%
Full-time bus driver	9%

Employee Monthly Premium Contribution
For HDHP/HSA Effective January 1, 2025

<u>EMPLOYEE HOURS/DAYS</u>	<u>Employee Percentage</u> <u>1/1/2025</u>
2+ Hours-186+ days/year	38%
3+ Hours-186+ days/year	38%
4+ Hours-186+ days/year	38%
5+ Hours-186+ days/year	13%
6+ Hours-186+ days/year	10.5%
7+ Hours-186+ days/year	10.5%
8+ Hours-186+ days/year	10.5%
7+ Hours-207+ days/year	10.5%
8+ Hours-207+ days/year	10.5%
Full-time bus driver	10.5%

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

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

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