

NEGOTIATED AGREEMENT
BETWEEN THE
MADISON-PLAINS LOCAL SCHOOL DISTRICT
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS
LOCAL #537

Effective July 1, 2009 through June 30, 2012

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ARTICLE 1
PREAMBLE

Recognizing that providing a high quality education for the children of the Madison-Plains Local School District is the primary purpose of this school district and that good morale in the classified staff is necessary for the best education of the children, we hereby declare that:

1. The Board of Education, under law, has the final responsibility for establishing the policies of the district.
2. The Superintendent and his staff have the responsibility of carrying out the policies established.
3. The Board of Education recognizes that the objectives of the Educational Program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board of Education and its classified staff. Communications shall be mutually shared between both parties.

The Board of Education of the Madison-Plains Local School District hereby adopts the following Agreement covering recognition of OAPSE, Local #537, and the methods by which discussions shall take place with said Union.

ARTICLE 2
RECOGNITION

The Board recognizes the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #537, as the sole and exclusive representative for all classified personnel for the term of this Agreement. For the purpose of make up of the bargaining unit all non-teaching employees who are classified as confidential employees, district-wide supervisors of other non-teaching employees and designated representatives of the Board shall be excluded from the bargaining unit, including Bookkeepers, Supervisors, and Administrative Secretaries.

The bargaining unit includes all full-time and regular short hour employees in the following classifications:

Custodians
Cooks
Bus Drivers
Aides

Maintenance
Mechanics
Secretary-Clerical

ARTICLE 3

PRINCIPLES

3.01 Attaining Objectives

Attainment of objectives of the educational program of the Madison-Plains Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent and the classified staff. Therefore, free and open exchange of views is desirable and necessary in the discussion process.

3.02 Classified Personnel

It is recognized that members of the classified staff require specialized qualifications, and that the success of the educational program in the Madison-Plains Schools depends upon the maximum utilization of the abilities of classified staff members who are reasonably well satisfied with the conditions under which their services are rendered.

3.03 Right to Join or Not to Join

It is further realized that classified staff members have the right to join, participate in and assist the Union and the right to refrain from such; but membership shall not be prerequisite for employment or continuation of employment of any employee.

3.04 Rights of Minorities and Individuals

The legal rights inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting classified personnel are in no way abridged by this Agreement.

3.05 Good Faith Discussions

Good faith requires that the Union and the Board be willing to react to each others proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize discussions as a shared process.

ARTICLE 4
AREAS FOR DISCUSSION AND AGREEMENT

4.01 This recognition constitutes an agreement between the Board and the Union to attempt to reach mutual understandings regarding matters related to terms and conditions of employment, wages, fringe benefits, hours, in service training, grievance procedure, seniority, bidding procedures and dues deductions for members of the unit.

ARTICLE 5
PROCEDURES FOR CONDUCTING DISCUSSIONS

5.01 Negotiation Teams

The Board and the Union may select representative teams for the purpose of discussion and reaching agreements. Each team may have a designated representative. All negotiations shall be conducted exclusively between said teams. The Unions negotiating team will be limited to one (1) member from each classification. The Board may appoint the same number to their team. Neither party shall have control over the other parties team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, its negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

5.02 Consultants

Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams. The expense of such consultants shall be borne by the party requesting or hiring them.

5.03 Clerical Assistance

Necessary clerical procedures will be provided by a professional printer, the cost will be shared equally by the Board and the Union.

5.04 Either the Union or the Board may initiate by a letter forwarded to the other party not less than Ninety (90) or more than One Hundred Twenty (120) days prior to the expiration date of the Contract, in accordance with O. R. C. 4117. Requests in writing, for negotiation meetings from the Union shall be made in compliance with 4117 and a copy being mailed directly to the Superintendent. Request from the Board shall be made in compliance with 4117, in writing, and a copy mailed directly to the Union Staff Field Representative. Negotiation

meetings shall be set by the Chief Negotiators of both parties at mutually agreed upon times.

Each negotiations meeting will last no longer than two (2) hours, including time out for caucus. Meetings may be extended by mutual agreement of each party. The following procedure shall be adhered to at the initial negotiations meeting:

1. The Unions team will present its written proposals and give an explanation;
2. The Boards team will present its written proposals and give an explanation;
3. The agenda shall be adopted by the teams. Once adopted, no items shall be added for negotiations without the mutual consent of the teams.

Subsequent negotiation meetings shall be scheduled until tentative agreement is reached or impasse declared.

5.05 Caucus

Upon request of either party, the discussion meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless an extended time is mutually agreed upon.

5.06 News Releases

The Union and the Board agree that during the period of discussions and prior to reaching an agreement to be submitted to the Board and the Union, there shall be no news releases.

5.07 Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a tentative understanding and submitted to the Union and the Board for approval. The Union and the Board agree to abide by the terms of the finally adopted Agreement.

5.08 Protocol

No action to coerce, censor or penalize a participant in negotiations shall be made or implied by any other negotiator or member of either party so represented.

5.09 Disagreement

In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. Impasse occurs whenever both the parties have agreed that no progress has been made after six (6) bargaining sessions have been held and the position of both parties have solidified and the parties have become unable to reach agreement on unresolved negotiation issues.

If impasse is declared by both parties, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by both parties.

5.10 Mediation

In the event the Board and the Union should mutually agree to mediate any issue in dispute at the expiration of this Agreement, the mediation procedures set forth shall govern the proceedings. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service, or agreement of a Mediator by both parties. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator has no authority to recommend or to bind either party to any agreement.

5.11 Ohio Revised Code

Pursuant to Sections 4117.14(C) and 4117.14 (E) of the Ohio Revised Code, the parties have agreed that the negotiation and dispute resolution procedures in this Article supersede the procedures listed in Section 4117.14(C)(2) through (6) and any other procedures to the contrary.

5.12 Exchange of Information

Upon reasonable request, the Board shall make available to the Union and the Union shall make available to the Board, all available information pertinent to the issues under negotiations, such as the financial condition of the District.

The Board and the Union shall incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.

ARTICLE 6 **DURATION**

6.01 Effective dates

All Articles of this Agreement shall be effective July 1, 2009 to June 30, 2012, both dates inclusive.

6.02 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all previous written and verbal agreements and understandings.

6.03 No Strike Clause

There shall be no strike, slow down or work stoppages sanctioned by the Union for the duration of this Agreement.

ARTICLE 7 **PAYROLL DEDUCTIONS**

7.01 Annual dues and agency shop fees for the Ohio Association of Public School Employees as certified annually will be deducted in ten (10) equal monthly installments beginning with the 2nd pay period in October, which shall be mailed directly to the State Office with a list of bargaining unit members paying dues or agency shop fees in each month. A list will be provided by the Board Treasurer.

7.02 In recognition of the Unions services to the bargaining unit, all individuals in the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying to the Union a service fee equivalent to the amount of dues uniformly required of members of Local#537 of the Ohio Association of Public School Employees. The payment of dues or a service fee shall be a condition of employment, known as Fair Share Fee.

7.03 Payment of such service fees shall be subject to a rebate procedure provided by the Union that shall meet all requirements of applicable State and Federal Law and shall also be subject to all other requirements of the Ohio Revised Code Section 4117.09 (C), regarding religious exemptions, when effective, and any other law or like subject matter.

It is agreed that it is the responsibility of the Union to resolve any and all errors and adjustments with its members from said payroll deduction. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other actions arising from said dues deductions.

7.04 Individual authorization forms shall be furnished by the State Union and when executed shall be filed by the Local with the School District Treasurer.

7.05 The Board agrees not to honor dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization for the life of this Agreement.

7.06 A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elects not to become or to remain members of OAPSE, a fair share fee for the Unions representation of such non-member during the term of this Contract. Non-members of OAPSE shall not be required to subsidize partisan political or ideological causes not germane to the Unions work in the realm of collective bargaining.

B. Notification of Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted. The Union shall concurrently provide to each Union non-member, and to the Superintendent, upon request, a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Unions internal rebate policy.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Payers

Payroll deduction of such fair share fees shall begin after thirty (30) days of written notice by the Local Union President to the Treasurer that the fee deductions are to begin, except that no fair share fee deduction shall be made for bargaining unit members until the paycheck following sixty (60) days of employment in the bargaining unit, which period shall be the required probationary period of

newly employed bargaining unit members. Upon employment of a new employee, the Treasurer of the Local shall be notified from the Board office, in writing, of the starting date.

2. Payroll Deductions and Transmittal of Fees

The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the bargaining unit member and as payment to the Union after the grace period shall be automatic and does not require the written authorization of the bargaining unit member. The fee deduction shall be made on the same payroll days that Union dues are deducted, except as modified due to Section One (1) above. The Treasurer shall promptly transmit all amounts deducted to the Unions State Treasurer monthly, along with dues deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Boards active payroll for any reason. Bargaining unit members hired after the beginning of the school year shall be obligated for a pro rata portion of the "fair share" fees after the grace period. The Union shall certify in writing to the Treasurer, the prorated amount to be deducted for such bargaining unit members.

Such fees shall be deducted from the remaining paychecks which are subject to payroll deduction of dues and fees, to the extent funds are available and such paycheck(s). If dues deduction payroll checks have already occurred for the year, the bargaining unit member shall be obligated to the Union for the fees and the Treasurer shall have no obligation to make the deduction.

3. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence a deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deduction

The Board further agrees to accompany such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

A non-member who desires to object to the expenditure of a portion of the fair share fee for partisan politics or ideological causes may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union. A non-member may challenge the determination of such amount by OAPSE by filing an objection with the Union and indicating on the objection that the person will be challenging such determination. Challenges to the determination also must be filed by the non-member with the State Employment Relations Board (SERB) in accordance with Section 4417.09 (C) of the Ohio Revised Code. In the event that the non-member files a challenge with the State Employment Relations Board (SERB), the Union will, if requested by the non-member, request an expedited ruling from the State Employment Relations Board (SERB). All procedures shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Religious Exemption

Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code Section 4117.09 (C).

7.07 The Union shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to the Board Treasurer (all hereinafter; the indemnities), for, and hold them harmless from any and all liability, damages and expenses including but not limited to legal fees at customary rates in the community and costs directly or indirectly incurred by the indemnities, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article.

7.08 PEOPLE

The Board shall deduct from the wages of any employee who authorizes, in writing, such deductions a payment to PEOPLE (Public Employees Organized to Promote Legislative Equality), the Unions political action committee, provided that any such written authorization by an employee may be revoked by the employee at any time by giving written notice to both the Boards Treasurer and the Union. The Board agrees to remit any deductions made pursuant to this provision to the Union promptly 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. Such remittance shall be made by separate check to the OAPSE State Office.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 Definitions

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the Negotiated Agreement between the Union and the Board of Education, including the discipline or discharge of an employee.

A grievant is an employee or group of employees in the bargaining unit who alleges a violation, misinterpretation or misapplication of the Negotiated Agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of each group.

For purposes of a grievance a day shall be defined as Monday through Friday, excluding holidays.

8.02 Informal Procedure

If an employee believes a grievance may or should be filed on a specific matter, the grievant shall first discuss the matter with his/her immediate supervisor. If the alleged grievance cannot be resolved at this level, the employee may choose to use the following formal procedures outlined below.

All grievances must be presented to the Local Executive Committee (President, Vice President, Secretary and Treasurer).

8.03 Formal Procedure

Step 1 - Immediate Supervisor

1. If the grievant does not file a formal grievance with his/her immediate supervisor on the form provided within ten (10) working days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, the grievance shall be considered waived.
2. Upon receipt of the grievance, the immediate supervisor shall conduct a hearing within ten (10) working days to hear the grievance. The grievant may have a Union representative present during this hearing. Such hearing shall not take place during regular school working hours, however, unless by mutual consent of the grievant and the immediate supervisor.

The immediate supervisor will be allowed ten (10) working days to respond to the grievant after the hearing, in writing. All parties to the grievance shall be given a copy of the response.

Step 2 - Superintendent

If the grievant is not satisfied with the response offered in Step 1, the employee may, within ten (10) working days of the receipt of the response, submit to the Superintendent or his/her designee, the answer received in Step 1 and the original grievance statement. The Superintendent, or his/her designee, shall conduct a hearing within ten (10) working days with the grievant on the alleged grievance.

The Superintendent shall give his answer to the grievant within ten (10) working days of the hearing date on the alleged grievance.

Step 3 - Board of Education

If satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 2, the grievant and/or the Union shall have the right to appeal the answer to the Board of Education, the Board shall conduct a hearing at the next regularly scheduled Board meeting.

The Board shall give its answer to the grievant and/or the Union within ten (10) working days of the hearing date of the alleged grievance.

Step 4 - Grievance Mediation

The parties may agree to submit the grievance(s) to grievance mediation, if so they shall jointly submit a request to the Federal Mediation and Conciliation Service (FMCS) for a Commissioner to be assigned to mediate such grievance(s).

Step 5 - Arbitration

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 3, the Union shall have the right to appeal the answer to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association (AAA).

Such appeal must be taken within ten (10) working days from the date of the receipt of the response provided in Step 3. The grievant and/or his/her representative must file on the forms provided for it with the statement of the grievance attached and forward the request for arbitration of the American Arbitration Association (AAA). A copy of the

request for arbitration shall be provided to the Superintendent at the time of filing.

Power of the Arbitrator

1. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in case of alleged violations outline in Article 8, Section 8.01 of the Agreement.
2. He shall have no power to establish salary schedules or change salary schedules.
3. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
4. The decision of the arbitrator made in compliance with the foregoing shall be final. Local #537 and the Board agree to abide by the arbitrators decision.
5. Each party shall pay its own expenses incurred in the arbitration, including payment for the time and expenses of its witnesses. All of the expenses billed by the arbitrator will be paid by the party that does not prevail.

8.05 Miscellaneous

Time limits within this provision shall be considered a maximum unless the parties mutually agree to an extension. At each level of the grievance procedure, either party may have the representation of his/her choice.

ARTICLE 9 **FEES AND ALLOWANCE**

- 9.01 The Board will pay for a boiler license for custodians, if required by law.
- 9.02 The Board will pay the difference in the cost of obtaining a regular drivers license and the cost of a CDL for bus drivers for re-certification up to a Twenty-five dollar (\$25.00) limit.
- 9.03 The Board shall pay bus drivers who store the school bus at his/her place of residence eighty dollars (\$80.00) per year to supplement the cost of electricity. In addition, the Board shall purchase a timer for each driver.
- 9.04 The Board will pay the cost of and delivery of up to eight (8) tons of gravel for

those bus drivers who store the school bus at their place of residence every two (2) years. Any additional tonnage must have prior approval of the Superintendent/Transportation Supervisor.

9.05 The Board will pay seventy dollars (\$70.00) for the duration of this Agreement to assist in the cost of uniforms and/or shoes for cooks and cook helpers.

1. Board will pay 100.00% cost of rental uniform.
2. Uniform will be basic 11 shirts and 11 pants (or shorts).*
3. "Cost to repair damaged uniform in the responsibility of the employee".
4. Uniforms must be worn while on duty at the work site.

ARTICLE 10

OAPSE RIGHTS

10.01 The Local Union shall have the following rights:

1. The right of access at reasonable times, other than working hours, to areas in which employees work.
2. The right to use, without charge, bulletin boards, mailboxes, and the use of the school mail system and other means of communication for the posting or transmission for information or notices concerning Local matters.
3. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times.
4. The right to review employee personnel files and any records dealing with employees when accompanied by the employee or with written authorization signed by the employee.
5. The right to be supplied with a seniority list of employees on the effective date of this Agreement. This list shall indicate the employee classification and job site.
6. The right to review at all reasonable times any other material in the possession of or produced by the School District necessary for the Union to fulfill its role as exclusive bargaining representative.
7. Local officers shall be permitted to handle Union business for no more than two (2) hours per week on school time if need be, and not be docked for that time. Time allowed with prior approval and as long as substitute is not needed.

ARTICLE 11
DISCIPLINE PROCEDURE

11.01 No employee shall be disciplined without first having had a hearing with a Union Representative of his/her choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to Union Representation. The employee must sign the statement acknowledging receipt of the statement and date received. This would not apply to breaking the law, disobedience, and breaking of orders.

11.02 The measure of discipline shall follow in the order listed below:

1. 1st offense - oral warning (requires hearing with representative).
2. 2nd offense - written warning.
3. 3rd offense - 3 day suspension.
4. 4th offense - 10 Day Suspension
5. 5th offense – Possible Termination

11.03 Dismissal on first offense may result from violations specified under Ohio Revised Code Section 3319.081.

11.04 The employees personnel file shall not include any record of non-serious offenses of disciplinary action taken longer than the past twelve (12) months.

11.05 The employee may appeal any disciplinary action directly to Step 2 of the grievance procedure.

11.06 If the matter is not satisfactorily resolved at Step 2, the employee may request that the Union proceed to arbitration. All grievances must be presented to the Local Executive Committee.

ARTICLE 12
JOB DESCRIPTIONS

12.01 Job descriptions shall be developed by the Administration for all positions with input from at least two (2) members of each classification for which such document is developed and approved by the Board of Education. Further, this document shall serve as the primary focus for job performance and evaluation(s)

of all staff as determined elsewhere in this Agreement. Job descriptions will be re-evaluated at the end of each contract period or as needed during the term of the Contract.

12.02 Prior to any change in any job description covered under this Agreement, the Local shall be notified of such changes anticipated and the effective date of such change.

12.03 The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

ARTICLE 13 **WORKER'S COMPENSATION**

13.01 Covered under the law.

ARTICLE 14 **PERSONAL DAYS**

14.01 The Board of Education shall establish an administrator/Superintendent who shall rule on all requests for personal leaves. Each full-time employee will be allowed three (3) days and each part-time employee will be allowed a proportional number of days absence during each school year, without loss of salary, to transact personal business or attend to affairs of a personal nature that cannot be conducted outside the regular school day. The employee shall inform the proper administrator of his/her intention to use these days at least twenty-four (24) hours before taking such leave, excepting circumstances in which case the employee shall notify the principal/Superintendent at the earliest possible time so that a substitute may be secured. These days of absence shall not be deducted from the employees personal illness days.

14.02 Three (3) days of such leave shall be authorized subject to the following condition: such leave shall not be used to work a second job. However, the Superintendent may grant an exception to the above provided the staff member explains the situation in writing and where the need for the leave day is due to circumstances beyond the control of the staff member and all other personal days or other applicable leaves have been exhausted.

14.03 Fraudulent use of personal leave shall be considered grounds for reprimand and/or suspension without pay and may result in termination proceedings.

14.04 Personal leave forms shall be available from each building principal.

14.05 Personal leave shall not be cumulative, however, at the end of the school year, unused personal days will be rolled into unused sick leave days or at the option

of the employee be paid for such unused days. Personal days may not be used to extend holidays or school break. The Superintendent may grant personal days on an individual basis.

14.06 Not more than ten percent (10%) of the classification from any one (1) building shall be granted personal leave on any one (1) day.

ARTICLE 15
ADMINISTRATION MEETINGS/PROFESSIONAL CONFERENCES

15.01 The Board agrees that all employees requested to or required to attend any meeting held other than the employee's regularly scheduled work day shall be with pay at the applicable rate.

15.02 Employees of the bargaining unit will be encouraged to, when available, attend professional conferences or workshops that relate directly to their job classification. Leave must be approved in advance by the Principal. Employees who attend such professional conferences will be expected to share any benefits derived from their attendance with other employees in their classification.

15.03 The Board will pay driver/bus aide for time spent with principals at the Principal's request for meetings held with parents concerning discipline. This shall be paid in minimum increments of fifteen (15) minutes.

ARTICLE 16
CLASSIFICATION PAY

16.01 In the event of an employee absence, every effort will be made to obtain a substitute. In the event a substitute is not available and the remaining employee is required to perform duties that are not in his/her regularly scheduled duties, that employee shall be paid for actual hours worked at their rate of pay. Employees performing such duties will be paid their normal rate of pay for any additional work outside of their workday, in minimum increments of fifteen (15) minutes. In the event this work results in an employee working more than 40 hours in a week, they shall receive pay at time and one-half. No additional time or pay will be made if a substitute is employed.

16.02 Building Secretary Calling Substitute

1. The district proposes to use AESOP commencing the 2009-2010 school year.
2. Building Secretaries and Principals will receive in-service on the system before start of the school year, or shortly thereafter.

- 16.03 In the event a head cook is absent for five (5) consecutive days, beginning the sixth (6th) day a cook's helper that assumes the responsibility of the head cook position shall receive compensation as a head cook.
- 16.04 Classified personnel shall receive their regular hourly rate of pay/comp time for all after school events/functions when requested by administration.
- 16.05 Head Cooks shall receive an additional three (3) hours pay per month for the purpose of inventory.
- 16.06 Each cook required to use their personal vehicle to transport goods between the High School and Elementary Buildings shall be reimbursed at the IRS mileage rate.
- 16.07 All cafeteria employees will be trained/updated on the Point of Sale system.

ARTICLE 17
PHYSICAL EXAMINATIONS

- 17.01 Physical examinations for bus drivers will be done in accordance with the current policy of the Madison/Champaign Educational Service Center. The Madison-Plains Board of Education will designate a physician for the purpose of physical examinations of bus drivers. The Madison/Champaign Educational Service Center and the Madison-Plains Board of Education will pay the full cost of any physical examination done by the designated physician for a bus driver. If a bus driver chooses another physician, the driver is responsible for paying the difference in the cost between the designated physician and the physician of the driver's choice.

ARTICLE 18
REPORT PAY

- 18.01 In the event of an emergency situation an employee is called to work other than his normal schedule, he/she shall be paid at least two (2) hours pay at the applicable rate of pay. Any additional hours must have approval of the Superintendent or designee.
- 18.02 Article 18 does not pertain to bus drivers.

ARTICLE 19
TRAVEL ALLOWANCE

- 19.01 Any employee required to use his/her own vehicle to service the Board, shall be paid at the rate as determined by the Internal Revenue Service (IRS) per mile for actual travel distance.

ARTICLE 20
LAYOFF AND RECALL

- 20.01 All bargaining unit classifications and positions shall be filled by employees of the Board.
- 20.02 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 procedure shall govern such layoff.
- 20.03 The number of people affected by reduction in force will be kept to a minimum by not employing replacements so far as practical for employees who resign, retire or otherwise vacate a position.
- 20.04 Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption of continuous service. In the case of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first by considering where an employee lives, works, his evaluation, and the position available.
- 20.05 The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. If this action occurs, the Local President shall be notified and appropriate action shall be discussed.
- 20.06 Twenty (20) days prior to the effective day of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each notice of layoffs shall state the following:
1. Reasons for the layoff or reduction;
 2. The effective date of layoff;
 3. A statement advising the employee of their rights of reinstatement from the layoff.
- 20.07 For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and all employees employed under limited contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all

employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of layoff.

Reinstatement shall be made from the continuing contract list and then the limited contract list before any new employees are hired in that classification.

20.08 Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees rounding highest on the reinstatement list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Employees shall be responsible to update their current contact information with the District.

20.09 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

20.10 If an employee is recalled for reinstatement, and an employee declines reinstatement at that time, the Board is under no further obligation to that employee.

ARTICLE 21 **BID PROCEDURE**

21.01 Classification Seniority is a privileged status attained by an employee within a classification beginning with the date of last employment in the classification with the Madison-Plains Local School District.

System Seniority is a privileged status attained by an employee beginning with the date of uninterrupted service with the Madison-Plains Local School District.

21.02 The Board of Education shall determine when a vacancy exists, whether due to resignation, retirement and/or other reason(s).

21.03 When the Board determines that a vacancy exists, the Board of Education agrees to the notification of all employees through a posting of such vacancy for a period of five (5) working days in a conspicuous place. Each employee will receive a written notice included with payroll when school is not in session.

21.04 Any employee who wishes to be considered for any vacancy must do so, in writing, during the posting period to the appropriate Administrative office. Employees who submit their wishes in writing shall be given in return, a copy of the time/date stamped bid.

21.05 In selecting the person to fill any vacancy, the Board of Education agrees to use the following procedure:

1. Any employee who holds a full-time position in the same classification and is determined qualified by the Superintendent for the vacant position shall receive the position. In the case that two (2) or more persons in the same classification Apply, the Superintendent will select the individual determined to be most qualified between the two.
2. Should the position not be filled by the provisions in paragraph I, employees who have applied from another classification shall be considered.
3. If a person is not selected to fill the vacant position through the above methods, the Board of Education may fill the position with a newly hired employee.

ARTICLE 22 **HOURS OF WORK**

22.01 The workweek shall consist of five (5) consecutive days, Monday through Friday. A full workweek is forty (40) hours. This shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the School District.

22.02 An employee who works twenty (20) hours or more per week, effective the 1992-1993, school year shall be considered to be full-time. For employees currently working fewer than twenty (20) hours, but more than seventeen (17) hours and are covered by a benefit package, those employees will be considered to be grand fathered in for purposes of maintaining benefits.

22.03 Part-time employee - an employee who works less than twenty (20) hours per week: During the life of their contract for classification of bus driver, those currently working less than seventeen (17) hours per week will be considered full-time employees if they get seventeen (17) or more hours per week.

22.04 Employees required by law to submit to drug and alcohol testing shall receive compensation at their regular hourly rate of pay.

22.05 Starting with the 2009-2010 school year, all building secretary's work day will be 8 hours per day, excluding 30 minutes for lunch. All secretaries will be expected to take 30 minutes for lunch each day.

ARTICLE 23
OVERTIME, HOLIDAYS AND CALENDAR

23.01 Overtime is defined to include any time actually worked in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

23.02 Bus drivers shall be paid straight time for breakdown time on their buses.

23.03 Holidays for which the employee is compensated shall count as time actually worked. Sick leave shall not count as time actually worked. Time worked on days off without pay shall be compensated at straight time if requested to be worked by the supervisor. Holidays recognized by this Agreement are:

- | | |
|--|--|
| 1. New Years Day | 5. Labor Day |
| 2. Martin Luther King Day | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Friday after Thanksgiving |
| 4. July 4 th (12 month employees) | 8. Day before Christmas |
| | 9. Christmas |
| | 10. Presidents Day
(Custodians, Mechanic,
Head Mechanic) |

Any employee required to perform work on a paid holiday shall be paid at a rate of one and one-half (1-1/2) the regular pay or be given compensatory time. The Madison-Plains calendar will be established on basis of the County Calendar.

ARTICLE 24
SICK LEAVE

24.01 Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.

24.02 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others, and for absence due to illness, injury or death in the employees family. Unused sick leave shall be accumulated to a maximum of two hundred seventy-one (271) days.

Where sick leave is used due to a personal illness (such as pregnancy, childbirth, hearing disorder, injury, etc.) and exceeds more than thirty (30) consecutive school days, a doctors excuse will be required. Additional days beyond the thirty (30) days will be granted if a physicians statement clearly states the need for

additional days.

24.03 Any accumulated sick leave of a person separated from any other public service shall be transferable.

24.04 If sick leave is taken and medical attention is required, the Board may request a signed doctors statement to justify the use of sick leave.

ARTICLE 25 **CALAMITY DAYS**

25.01 All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed because of an epidemic or other public calamity.

25.02 If any employee is required to report to work on the day of a District-wide calamity, he/she shall be entitled to compensatory time equal to the hours worked on the calamity day. The compensatory time may be taken at any time that is agreeable with the employee and the immediate supervisor.

ARTICLE 26 **RETIREMENT PAY**

26.01 Any employee who retires shall be entitled to pay for one-fourth (1/4) of all accumulated sick leave credited as to the following. July 1, 2009 59 days, July 1, 2010 61 days, July 1, 2011 62 days. The maximum accumulation of sick leave shall be increased to be in accordance with these amounts.

26.02 The rate of pay shall be the rate of salary schedule at the time of leaving the service of the Board.

26.03 Based on an accumulation of sick leave, employees will receive one-fourth (1/4) of those days in pay up to a maximum of fifty nine (59) days pay for the year 2009, sixty one (61) days pay for the year 2010 and sixty two (62) days pay for the year 2011. Payment of severance pay will be made to the employee in one (1) lump sum upon his retirement. Retirement will be verified by providing a copy of the first retirement direct deposit receipt.

26.04 The Madison-Plains Board of Education agrees with Local #537 to SERS pickup" utilizing the salary reduction method contributions to the School Employees Retirement System (SERS) paid on behalf of bargaining unit members, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each bargaining unit

member shall be the amount set by the Ohio Revised Code of the unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The "pickup" percentage shall apply uniformly to all members of the bargaining unit.

Each bargaining unit member will be responsible for compliance with the Internal Revenue Service (IRS) salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation.

If the foregoing "pickup" provisions are nullified by subsequent IRS rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

- 26.05 A unit member electing to retire within nine (9) months of the first day of eligibility will receive an additional one hundred dollars (\$100.00) for each year of service in the Madison- Plains Local School District. The maximum number of years of service in the district shall be limited to thirty (30) years. If a member elects to be rehired by the Board of Education, the compensation package would not apply.

ARTICLE 27

LEAVE OF ABSENCE

- 27.01 Upon written request, the Board of Education shall grant a leave of absence for a period of not more than one (1) year for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 27.02 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the resuming employee while he was on leave.
- 27.03 If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular employee, or if he is hired by the Board as a regular employee within one (1) year after his employment as a replacement, he shall receive credit for his length of service with the Board during such employment replacement period. For calculation purposes, 120 days of employment service during a school year counts as one (1) year of service credit.

27.04 Any credit awarded to an employee mentioned above shall be in compliance with 33 19.081 of the Ohio Revised Code.

ARTICLE 28
PAY DAYS

28.01 All employees shall be paid over a twelve (12) month period. The pay will be figured over twenty-four pay periods, to be paid on or about the 5th and 20th of each month.

28.02 When payday falls on a holiday, the preceding workday shall be payday, with the employee receiving his pay.

ARTICLE 29
VACATION

29.01 All full-time employees contracted for service for no less than eleven (11) months per year shall be entitled to paid vacation to be taken during the summer and/or at a time when students are not in session, unless otherwise approved by the Superintendent or his designee.

<u>YEAR OF SERVICE</u>	<u>VACATION DAYS</u>
1 - 3 years	10 days
4 - 7 years	12 days
8 - 10 years	15 days
11 - 15 years	18 days
16 - 25 years	20 days
Over 25 years	22 days

29.02 All vacation may be taken within the contract year in which it is earned. In extreme emergency circumstances, an employee may be requested or may request to work a portion of earned vacation leave. If an employee does not receive the total vacation that year, the employee may choose one (1) of the following options:

1. Receive payment for leave not taken; or
2. Transfer/carry over the days to the next contract year.

Payments, transfer and/or carry over of days must have the approval of the Superintendent, in writing, but shall not, in any case, exceed fifty percent (50%) of the total days earned in any given year.

29.03 Vacation shall be available for use July 1 of each year for all time earned the school year prior.

ARTICLE 30
HOSPITALIZATION AND OTHER BENEFITS

30.01 The Board agrees to provide the same benefits premiums, deductibles, out of pocket limits, and insurance savings reimbursement as well any other insurance benefits, enumerated or not for classified employees as it does for certified employees, at the same rates. All employees in the bargaining unit who work more than twenty (20) hours per week (with the exception of those governed under Article 22 - Hours of Work) or more shall be entitled to all benefits provided by the Board. Employees who work fewer than twenty (20) hours per week may purchase hospitalization through the group plan at their own expense. The annual premium must be paid in twelve (12) monthly installments; the first installment must be paid to the Treasurer during the first two (2) weeks in September.

PRESCRIPTION COPAY	\$5 GENERIC \$10 FORMULARY \$25 NON-FORMULARY
RX MAIL ORDER	\$5.00 COPAY

30.05 The Board shall have the right to change carriers/plan design however the change shall not result in any additional cost to the employee. If the change results in an increased cost the Board will establish a reimbursement mechanism for the additional expense.

ARTICLE 31
EXTRACURRICULAR BUS TRIP ASSIGNMENT PROCEDURES/STIPENDS

31.01 Payment - Rate of pay for extra-curricular/field trips

Criteria

1. All extra-curricular/field trips will start and end at the respective building/campus.
2. Trip tickets will be signed by the Athletic Director, Principal and staff member supervising the event as to the following:
 - a. Start time when bus left campus;
 - b. Miles on the odometer (driver);
 - c. Time arrived at event signed by driver/sponsor;
 - d. Drivers are to remain on bus during the event and bus/van is to stay on location until the event is complete (some trips may vary);
 - e. Drivers may be responsible for any damages to bus/van while at the event;
 - f. Time arrived back at building/campus signed by driver/sponsor;
 - g. Bus must be cleaned and fueled;
 - h. Departure time from compound must be logged;
 - i. Rate of pay shall be drivers regular hourly rate for all time spent on the trip plus the additional 30 minutes for pre-trip/post-trip.

31.02 Trip Assignment Procedure

- A. An extra-curricular/field trip is defined as the following:
1. Transporting more than 8 students to an offsite event.
 2. If sub bus drivers are available, the driver may be assigned to leave before the regular route is complete (dock sheet). However, the first responsibility is to transport students home from school.
 3. Drivers may be scheduled to use vans for events that call for less than 8 students going off campus. However, the Transportation Supervisor will assign all units as to need and drivers.

Criteria for assigning all trips:

1. Trip tickets will be available on a monthly cycle. The first Wednesday of each month a volunteer meeting will be held at the bus garage for the purpose of

assigning trips for the month. The meeting will start at 9:00 am. In the event the regular meeting falls on a holiday or calamity day, it shall take place the next working day unless notification of change has been announced.

2. All trips will be made available at the beginning of each meeting. The first driver on the seniority list at the beginning of the meeting shall pick one trip of all available trips per rotation, the rotation shall continue through the list with all drivers selecting one trip per rotation from all available trips. The meeting shall continue until all available trips are given out. The next meeting shall begin at the name in which the last meeting left off on in the rotation list. The rotation shall be continuous throughout the school year.

Anyone who must or chooses to pass over a trip assignment must wait until their next regular turn in the rotation to be eligible for an extra trip. Drivers not present may bid via proxy by providing written notice to the Transportation Supervisor.

If a trip is cancelled and rescheduled, the driver that had the trip has right of first refusal (this shall not move the seniority rotation). Otherwise, the trip shall be assigned as defined in this article.

A late trip shall be defined as any trip that becomes available after the last regularly scheduled monthly meeting and is scheduled to leave prior to the next meeting and is not a last minute trip.

1. Late trips will be posted on a late trip board/calendar as often as daily.
2. Late trips shall be given out on a separate rotation list. Late trips shall be given out on a seniority rotation basis. The rotation shall continue throughout the school year.

On occasion, extra trips may become available at the "last minute" that may require a deviation from the agreed to method of distributing extra trips. A "last minute" trip is defined as a trip which comes in after 3:00 pm and is scheduled to leave the next day. In such cases, an attempt will be made to offer the "last minute" trips to the drivers by seniority rotation; however, the employer is held harmless for any grievance if the trip is a "last minute" trip. It is further understood that all employees be notified to give at least a 3 hour notice (when possible) when canceling a trip to avoid "last minute" trip situations. Drivers will attempt to contact the supervisor. If the supervisor can't be reached, they should contact the Building Principal or Athletic Director.

B. Summer trips will be given in the following manner:

1. At the end of the school year (May 15), all drivers will notify the Transportation Supervisor as to whether or not they want summer trips. Those that want summer trips will further let the Transportation Supervisor know of periods of time they generally will not be available to take trips. The Transportation Supervisor will skip those in rotation that don't want trips or those who would not be available for the time that a trip is scheduled.
2. Upon receiving notice of a trip, the Transportation Supervisor will begin calling

drivers at the appropriate place in the rotation.

3. If a driver is not home, the supervisor will leave a message on the answering machine. On calls made before 9:00 am by the supervisor, the driver has until noon to call back. On calls made between 9:00 am and 12:00 pm by the supervisor, the driver has until 3:00 pm to call back. On the calls made after 12:00 pm by the supervisor, the driver has until 8:00 am the next morning to call back.
 4. Driver's without an answering machine or who do not respond in the time frame above will be passed over and the rotation will go on to the next person.
- C. The Transportation Supervisor and/or Superintendent will have the final authority in assigning buses and drivers. However, all trips shall be assigned according to the procedure listed above.

D. Miscellaneous

1. All trip assignments will be assigned by Transportation Supervisor based on criteria listed above.
2. Beginning May of 2010 and each May thereafter a meeting will be held in the bus garage for driver interested in extra trips for the following year and to bid on supplemental driving assignments. At the beginning of the meeting the most senior driver shall select one supplemental driving assignment from all available supplemental driving assignments. Next, the second most senior driver shall select, and this process shall continue by seniority rotation until all supplemental driving assignments have been assigned. Drivers who cannot attend the meeting shall have the ability to bid via proxy.
3. Drivers assigned trips will be responsible for calling a particular school for details. A three (3) hour notice shall be given for a canceled trip or the assigned driver shall receive his/her regular rate of pay for two (2) hours report pay.
4. Buses used for trip must be cleaned and refueled after the trip. The Transportation Supervisor will have final authority.
5. Drivers not arriving for a trip as was pre-scheduled may be dropped from extra runs.
6. "Additional driving time beyond regular time" will not be figured toward the twenty (20) hours per week needed to qualify for benefits tested thereof.
7. Under no circumstances, will a scheduled driver change his/her schedule without submitting in writing to the Transportation Supervisor five (5) working days before the event. Emergency situations will be considered.
8. All trip assignments will start at the bus compound unless prior arrangements have been made. The bus to be used will depend on availability at that date. Drivers assigned any extra trips will be responsible for the pre-trip inspection and post-trip inspection, and may be held financially responsible for any damages not reported and/or justified as to that is responsible.
9. All trips and drivers must follow proper procedure for school bus driving as is defined by state and local guidelines. Any infractions may result in disciplinary action.

31.04 Seasonal positions (lawn care, etc.) will be offered to regular classified employees before being opened to non-bargaining unit employees.

31.05 Classified bus drivers in the bargaining unit shall drive regular routes and/or field trips prior to the Board assigning the bargaining unit work outside the unit.

31.06 These extra driving procedure guidelines can/may be updated as requested by all parties prior to March 30 of a school year. Request must be submitted in writing to the Transportation Supervisor no later than March 15 or first working day thereof.

31.07 Madison-Plains Local classified employees who hold their CDL license, but work in other job classifications during the workweek shall have the first option (prior to substitutes) to take weekend extra-curricular trips.

ARTICLE 32 **STAFF EVALUATION**

32.01 Annual evaluations of all classified staff shall be performed by the immediate supervisor and/or building Principal in the area and/or location of the current assignment of each staff member.

32.02 An evaluation instrument for all positions shall be developed by the Administration with input from at least one (1) classified employee in each classification and approved by the Board of Education.

32.03 All evaluations shall be performed for each employee at least one (1) time annually and a copy shall be provided the employee and one (1) copy placed in the employee personnel file. All employees new to the District shall be evaluated formally at least twice during the first year.

32.04 It is understood that the evaluation process is intended to create improved services, provide a continuing record of service for each employee, and serve as a means to make decisions on assignment, promotion, transfer and reemployment.

32.05 Public Criticism

Criticism of a bargaining unit member by a supervisor, administrator, or other agent of the employer shall not be made in the presence of pupils, parent of pupils, other bargaining unit members, or at public gatherings. Legitimate complaints made by the public concerning bargaining unit members initially shall be directed to the unit member for attempted resolution unless immediate

administrative action is necessary to address the problem. Likewise, bargaining unit member complaints shall first be directed to the party who has engaged in the conduct complained of. Should a complaining party bring a concern to the Board, an affected bargaining unit member shall be so informed and shall have the right to be present during the complaining parties presentation and/or provide the Board information concerning the issue.

ARTICLE 33 **SALARY SCHEDULE REVIEW**

33.01 All articles of this Agreement shall be effective July 1, 2009 to June 30, 2012, both dates inclusive. Either party shall notify the other in writing of a desire to terminate or modify this Agreement at least sixty (60) days but not more than seventy-five (75) days prior to the expiration of the then current terms of the Agreement. When notice is given as provided above, discussion shall be immediately entered into and will proceed with all due diligence in accordance with the procedure outlined above.

33.02 Effective July 1, 2009, all bargaining unit member shall receive a two percent (2%) across the board wage increase in addition to any step or longevity increase for the 2009-2010 school year. An across the board increase of two percent (2%) July 1, 2010 for the 2010-2011 school year. An across the board wage increase of two percent (2%) July 1, 2011 for the 2011-2012 school year.

In addition, all Secretaries will receive an additional fifty cents (.50) per hour in the 2009-2010 school year and an additional fifty cents (.50) per hour in the 2010-2011 school year.

33.03 Effective July 1, 2002 and each year thereafter, bargaining unit members who have exhausted the steps of the salary schedule, (those who have more than twenty-five (25) years of experience) shall receive a lump sum payment (less all applicable state and federal deductions) in the amount of Six Hundred Dollars (\$600.00).

POSITION INCREASE OF HOURS/DAYS

- A. Elementary secretaries – 2 extra days
- B. M. S. Secretaries – 2 extra days
- C. H. S. Secretaries – 2 extra days
- D. Head Cook – extra 1/2 hr day
- E. Cook Helper – 1 extra day (day before school starts)
- F. Bus Driver – 1 extra day for cleaning (day after last day of school)
- G. Custodian – Presidents day paid
- H. Mechanic – Presidents day paid
- I. Head Mechanic – President's day paid

- J. Cashier Aide – 1 extra day for beginning of year meeting
- K. Library Aide – increase hours/day to 7*
- L. Instructional Aide – increase hours/day to 7*
- M. Special Education Aide – increase hours/day to 7*
- N. *-if set hours are 4 hours/day or below, they will not increase but remain the same.

ARTICLE 34
ON BOARD INSTRUCTORS

34.01 On Board Instructors shall be paid straight time. This shall include all driving time and time spent training other drivers.1

- 1. New drivers - up to 30 hours.
- 2. Recertification - up to 5 hours.
- 3. Hours beyond this time must have approval of Transportation Supervisor.
- 4. Times will vary as to driver need.

ARTICLE 35
FAMILY MEDICAL LEAVE ACT

35.01 The Board shall comply with the provisions of the Federal Family Medical Leave Act.

ARTICLE 36
ATTENDANCE IN COURT

36.01 The Board will follow the provisions of the applicable Ohio Revised Code when the court attendance is related to work

ARTICLE 37
MILITARY LEAVE

37.01 The Board shall comply with Ohio Revised Code 3319.14

ARTICLE 38
ATTENDANCE INCENTIVE

38.01 A bargaining unit member will be awarded a bonus for perfect attendance. Perfect attendance will be defined as being at the work site each scheduled day/time as defined in the Job Calendar, salary notification, and/or job description. Employees that are not absent, tardy, leave early, etc., for one half (1/2) of their contract, an incentive bonus will be paid as to the following:

A.	1 st Half	2 nd Half	Total
120 day contract	\$90.00	\$90.00	\$180.00
9 month contract	\$202.50	\$202.50	\$405.00
12 month contract	\$270.00	\$270.00	\$540.00

B. Payable the following month after each period.

C. Vacation and 3 personal days (only) are still available for use and usage shall not affect the incentive.

ARTICLE 39
SUPERVISORS

- 39.01 An employee’s immediate supervisor is the individual to whom the employee is directly responsible. At the building level this is the Principal.
- 39.02 The immediate supervisor for each classification or department is as follows:
- | | |
|-------------------|---|
| Transportation | Transportation Supervisor |
| Secretary | Building Principal |
| Aides | Building Principal |
| Custodians I & II | Shall take direction from the Building Principal in conjunction with one of the Maintenance Supervisor. In the event of a conflict in direction between the Principal and the Maintenance Supervisor, the Maintenance Supervisor will consult with the Principal to resolve the conflict. |

ARTICLE 40
NON-DISCRIMINATION

- 40.01 Non-Discrimination and Equal Treatment
Both the Board and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar Constitutional and Statutory requirements. Therefore, both Parties hereby reaffirm their commitments not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, sexual orientation, or handicap.
- 40.02 The Board and Union recognize the right of all employees and all applicants for employment to be free to join and right not to join the Union and to participate in lawful concerted Union activities. Therefore, the Board and Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Union Membership or Non-Membership, or because of any lawful activity in an official capacity on behalf of the Union.

40.03 All Bargaining Unit Employees shall receive fair and equitable treatment and share in any and all benefits as provided herein.

40.04 All references to employees in the Agreement designate both sexes and whenever the male pronoun is used herein in it shall be converted to include male and female employees.

ARTICLE 41 **SHIFT DIFFERENTIAL**

41.01 A shift differential of fifty cents (.50) per hour shall be paid to each employee assigned regular work on second shift. Bargaining unit members who work a second shift shall be paid a shift differential during each of the twelve (12) months of employment with the Board, including all paid holidays. An employee shall be deemed to work second shift if the majority of his/her hours worked is after 2:00 pm and before 7:00 am.

1. 210 day - .50/hr
2. 50 day regular pay
3. Head of Maintenance will determine shift change

ARTICLE 42 **OTHER PROVISIONS**

42.01 All articles of this Agreement shall be effective July 1, 2009 through June 30, 2010.

42.02 The Board retains the sole right and authority to manage the schools of the Madison-Plains Local School District. Except as limited by the specific terms of this Agreement this shall include, but not be limited to, the right to direct the work force, to decide the duties to be performed, to decide the means, methods and equipment to be used; to assign, transfer and promote the employees; to schedule the days and hours of work, and starting and quitting times of employees; to hire, discharge and discipline employees and to make such rules and regulations as are necessary to maintain the orderly and efficient operations of the schools. The Union recognizes that there is not duty to bargain over such decisions. The Board recognizes that there is a duty to bargain over the effect of such decisions on wages, hours, terms and conditions of employment.

42.03 As authorized representatives of the Madison-Plains Local #537 of the Ohio Association of Public School Employees (OAPSE) and the Madison Plains Board of Education, and in evidence of our approval of the terms and conditions contained in this Agreement, we do hereby affix our signature to this Agreement on this day of, 2009.

FOR THE UNION:

President Local #537

OAPSE State Representative

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR THE BOARD:

Board President

Chief Negotiator

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Date