

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

GALION CITY SCHOOLS BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #370

July 1, 2015 6 - June 30, 2016 9

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NEGOTIATION AGREEMENT

PART 1

The Board of Education of the Galion City School District and Local 370 of the Ohio Association of Public School Employees agree that the primary function of the Board and all persons working in the system is to assure each boy and girl attending the District's public schools the highest level of educational opportunities obtainable within the resources of the District.

The Parties do hereby agree as follows:

SECTION 1

RECOGNITION - The Board of Education of the Galion City School District, hereinafter referred to as the Board, recognizes that the classified staff of the schools is an important part of the school team and believes that the educational program is best served when good communications exist between the classified staff, the administration, and the Board.

In accordance with the policy of the Galion City Board of Education and regulations adopted pursuant thereto, now and in the future, the Board hereby recognizes for the purpose of collective negotiation on salaries and wages, as herein set for Galion Local 370 Ohio Association of Public School Employees (OAPSE), hereinafter referred to as the Association. The Association shall be the exclusive negotiating agent, as permitted by law on such matters as salaries, wages, and working conditions for all custodians, cafeteria employees, secretaries, bus drivers, mechanics, maintenance employees, para-professionals, operation succeed tutors, and educational assistants except as otherwise provided herein, presently employed or who will be employed by the Board during the term of this recognition.

The Association recognizes the Board as the elected representative of the people of the Galion City School District and as the employer of the classified personnel of the Galion City School District.

The Association recognizes that the Board, under law, has the final authority and responsibility for establishing policies and agreements, now and in the future, and for determining all questions relating to operation of the schools in the district. It further recognizes that the Superintendent and his staff have the responsibility for carrying out the decisions made and policies established. The Board now and in the future, shall determine all management questions relating to operation of the schools, including, but not limited to: supervision, assignment, transfer and promotion of personnel, job descriptions, all questions regarding taxes and tax rates, applications for funds, planning

operating levies and bond issues, preparation of budgets, determination of priorities, hours of work, work load, the length and dates of the school year and the days on which school will be conducted, the equipment, supplies and material to be used in the school system, method and time of payment of salaries and wages, the right to employ and discharge personnel subject to limitations in the law and similar questions. The Board reserves the right to determine all personnel policies; but to the extent possible, the school staff will be involved in the formulation of these policies. Members of the Association have the responsibility of providing the best possible service in their areas of responsibility.

SECTION 2

EXCLUSION - All classified personnel classified by the Board as supervisory personnel, regardless of job classification, and all secretarial employees assigned to the office of the Superintendent or the Treasurer of the Board are specifically excluded from this agreement and the recognition granted hereunder.

SECTION 3

OPERATING PROCEDURES -

A. Normal Day-to Day Procedures

Free and open exchange of views between the parties is desirable and necessary and in accordance with the "Open Door" policy followed by the Board and its desire to improve the education of the students in the Galion City School District. Recommendations for improvement of service may be made at any time by members of the Association or their representatives, to the principal or appropriate representative of the Superintendent.

B. Periodic Meetings

The Association shall appoint a committee of not less than three, nor more than seven members which can meet from time to time with the Superintendent, or his representative, to discuss recommendations and suggestions for improvement of services in any of the various departments in which members are serving. Such meetings shall be held at least once per month during the months of September through June. All meetings provided for under this Agreement shall be during a time when the Association representatives attending such meetings are off duty. Minutes of meetings will be emailed to committee members within five (5) days.

If neither party has proposed an agenda item to the other party by electronic means by noon of the Friday immediately preceding a meeting, the meeting shall be cancelled by electronic notice to all committee members.

SECTION 4

ARTICLES - The salary schedules and policy statements, attached hereto in the form of Articles, are made a part of this Agreement. Salary schedules shall be negotiated in conformance with the dates hereinafter listed and with the procedures outlines in succeeding sections.

SECTION 5

DURATION - The provisions of each Article and Section attached hereunto shall be effective from the date of this agreement until July 1, 2017. Either the Board or the Association shall have the right, between January 31 and February 28 in 2017 to give the other notice in writing of a desire to negotiate changes in salaries, wages, economic provisions, and language. Upon receipt of such notice, the parties shall arrange for and commence negotiations of such desires for changes to become effective July 1, 2017.

SECTION 6

WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT - Both parties shall have the right to make proposals under the terms of this agreement. Both parties shall voluntarily and unqualifiedly waive their rights except as provided under the terms of this agreement.

SECTION 7

WORK STOPPAGE - Since adequate provisions have been made in this policy for settlement of disputes that arise between the parties hereto, the parties agree that there shall be no lockout by the Board of Education, nor strike, work stoppage, slowdown, or other interruption of work by the Association or its members during the term of this policy and for sixty (60) days thereafter.

SECTION 8

PROCEDURES FOR CONDUCTING FUTURE NEGOTIATIONS

A. Submission of Issues

Issues proposed for negotiation shall be submitted in writing by both parties at the first regularly scheduled negotiation session. A mutually convenient first meeting date shall be set no later than April 30th of the year the contract expires unless all parties agree to a later date.

B. Negotiating Team

The Board of Education and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed one person from each job classification. All negotiations shall be conducted exclusively between said teams.

In addition to said team each party shall be authorized to admit no more than two observers to each meeting. Such observers shall not enter into the negotiations unless it shall be mutually agreeable to both parties.

C. Negotiation Meetings

The Superintendent or his designated representative shall meet at reasonable times after exchange of the issues for consideration with representatives of the Association, the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiation. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. All reasonable attempts will be made to conduct negotiation meetings during the regular workday. If accommodations cannot be made, such negotiation meetings shall be conducted outside the regular workday.

D. Caucus

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable time to caucus.

E. Exchange of Information

The Superintendent shall furnish the Association, and the Association shall furnish the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiation.

F. Consultants

The parties may call upon professional and lay consultants to assist in all negotiations subject to the provisions of Section B above. The expense of such consultants shall be borne by the party whom they represent.

G. Progress Reports

Periodic progress reports may be issued during negotiations to the public provided that any such release shall have the prior written approval of both parties.

SECTION 9

AGREEMENT - If consensus is reached on those matters being negotiated, the understanding of the parties shall be submitted in writing to the Board of Education for its consideration and action. If approved by the Board, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

SECTION 10

MUTUALLY AGREED UPON DISPUTE RESOLUTION PROCEDURE

1) Responsibilities

Recognizing their respective responsibilities for the welfare of the children of the school district, the parties accept their obligation to avoid interrupting the operation of the school system. To this end, the parties pledge themselves to negotiate in good faith and, in the event of disagreement, to use all mediatory facilities as are available. The Association agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to, render full service.

2) Mediation

If the foregoing procedures do not produce a satisfactory settlement, either party may request that the matter be submitted to mediation for the purpose of resolving the controversy on mutually acceptable terms. If agreement cannot be reached on the appointment of a mediator within five (5) days, the parties shall request that mediation upon any and all unresolved issues be conducted by the Federal Mediation and Conciliation Service. In case the Federal Mediation and Conciliation Service is unable to provide the service requested, then the parties will petition the American Arbitration Association for assistance.

The mediator so appointed shall meet with representatives of the parties and shall take such steps as he may deem appropriate to remove the causes of deadlock and persuade the parties to resolve their differences. The mediator shall have a maximum of fifteen (15) weekdays, excluding holidays, from the time of appointment to affect a resolution of the matters at issue.

3. Costs

The costs which may be incurred in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

4. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede the statutory procedures contained in O.R.C. §4117.14.

**SECTION 11
[RESERVED]**

SECTION 12

ACTION BY THE BOARD - Within forty (40) days from the time of the meeting or meetings provided for in Section 8 and 9, the Board shall take action upon the recommendations submitted. Such action shall be final and shall become a part of the official minutes of the Board. If the Board has not assured itself that it has before it all data and supporting information needed to intelligently arrive at a decision thereon, it shall make every reasonable effort to secure such additional information or consultant services before taking action upon said recommendations.

Either party desiring changes in this Agreement shall notify the other party in writing. The provisions of Section 6 shall apply; however, changes may be made at any time by mutual consent.

**NEGOTIATION ARTICLES
PART II**

ARTICLE 1

DEFINITION OF CLASSIFIED EMPLOYEES — The term "classified employee" refers to the following full-time and part-time employees of the Galion City Board of Education: secretary, mechanic, custodian, maintenance, cafeteria, transportation, operation succeed tutors, educational assistant and paraprofessional. It does not include personnel classified by the Board as supervisors, secretarial employees assigned to the office of the Superintendent, or the Treasurer of the Board. (Refer – Section 2, Exclusion.) No employee hired prior to April, 2014 will be reduced to part-time status, unless such reduction is in accordance with the layoff procedure, and at no time will the Employer have more than ten (10) part-time employees.

Full-time employees shall be defined as those who work six (6) or more hours per day for at least (9) months per year, all bus drivers, and those who are scheduled to work at least 1040 hours or more annually.

ARTICLE 2

MEMBERSHIP - The Board of Education considers membership in the Ohio Association of Public School Employees desirable as a means of promoting professional growth and keeping informed on those matters of interest to all classified employees.

However, classified employees shall have the right to join or to refrain from joining any organization seeking to represent them. Membership in any organization shall not be required as a condition of employment in the Galion School system. No classified employee shall be discriminated against because of membership or non-membership in any organization.

ARTICLE 3

The Board shall provide and/or pay the cost of in-service training for employees who must have such training as a requirement of keeping their position. Such in-service training shall consist of, but not limited to, AED/CPR instruction, first aid instruction, including training necessary for the administration of medicine, and other training as determined by law and regulations.

The Board will reimburse drivers for renewal costs associated with a commercial driver's license.

Paid in-service dates **and training** will be scheduled annually and/or **as needed and will be** designated on the school calendar **when feasible**. In-service days can be scheduled as a full day or in half-day increments. Employees shall receive job specific training on these days. The Labor Management Committee will provide input on topics for in-service training.

The in-service day at the beginning of the school year shall include all classified staff. This day in the past has been referred to as "Welcome Back Day." All employees attending shall receive pay for all time in attendance. All OAPSE employees will attend the in-service day at the beginning of the year. Those who are not scheduled to work this day as part of their normal contract will be paid their hourly rate, up to two hours, based upon a submission of a time sheet.

ARTICLE 4

OAPSE CONFERENCE

The Board shall allow two (2) employees to attend the OAPSE State Conference or an OAPSE workshop when advance approval has been granted by the Superintendent or his/her designee. No more than one (1) employee per department shall attend each year as a local delegate. This provision shall exclude District or State delegates. District and State delegates will be granted a leave of absence with the approval of the Superintendent.

Reimbursement shall be limited to \$150.00 per night lodging double occupancy, \$18.00 per day for meals, and the IRS rate per mile, for one vehicle. The double occupancy requirement does not apply to males and females attending the same conference.

ARTICLE 5

EMPLOYMENT - All classified employees are ~~employed~~ ~~appointed~~ ~~(and may be terminated)~~ by the Board of Education upon the recommendation of the Superintendent ~~and in compliance with Civil Service Law where applicable~~. Applicants should apply at the office of the Superintendent, 470 Portland Way North, Galion, Ohio 44833. Employment shall be through a competitive process governed by the terms and conditions of this Agreement, which shall include a team interview process which will be representative of both the Board and the Association, and additional testing and/or skills assessment where applicable. To the extent permitted by Chapter 4117, Revised Code, any term or condition of employment expressly addressed by this Agreement shall supersede and replace in its entirety any civil service provision relating to the same subject.

SENIORITY –

Classification Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.

System Seniority shall be defined as total continuous service within the District in a bargaining unit position as computed from the employee's most recent date of employment in a bargaining unit position.

The Local President shall be given an updated seniority list at the beginning of each school year.

LAY-OFF AND RECALL

- A. When the Board determines to reduce the number of positions due to lack of work, abolishment of positions, ~~or~~ lack of funds or other financial reasons, the Board shall follow the procedures set forth in this Article.
- B. The Board shall determine in which classification(s) the lay-off should occur, and the number of employees to be laid off in each classification. Prior to instituting reductions, the Superintendent or Designee will meet with the Union representatives to discuss the situation and will provide a list of proposed lay-offs. Attrition through death, resignations or retirements in the affected classification will be used to reduce or avoid lay-offs. The Board shall notify the employees involved within thirty (30) calendar days of the effective date of the lay-off, which shall be, unless otherwise stated in the notice, the first workday of the next ensuing school year.
- C. The Board shall abolish the position(s) designated under paragraph B and give written notice of layoff to the employee currently holding that position(s). Within five (5) days of receipt of the notice, the employee may elect to bump a less senior employee in the same classification with equal or less hours by written notice of the exercise of the right to bump designating the position and delivered to the Superintendent. The Superintendent shall notify the employee bumped in writing and allow five (5) days for that employee to bump a less senior employee in the same classification in the manner described in this paragraph. The process shall continue until the employee bumped is the least senior in the classification, who shall be laid off subject to his/her rights under paragraph D.
- D. An employee scheduled to be laid off under paragraph C may elect to bump an employee with the least system seniority in a classification in which the bumped employee previously worked, provided the employee retains the appropriate qualifications and any necessary license to do the job. Notice of intent to do so shall be given in writing to the Superintendent within five (5) days of the receipt of the notice that the employee has been bumped.
- E. For the purpose of lay-offs, the following classifications apply:
 - Bus Driver
 - Bus Mechanic
 - Custodian
 - Head Custodian
 - Assistant Cook
 - Secretary I
 - Secretary II

Educational Assistants
Para Professional Tutors
Maintenance
Maintenance Helper

- F. The last person laid off in a classification will be the first person recalled in that classification as positions become available. However, no person will be given a promotion (i.e. increase in hours per day, days per year or salary) without employees not on lay-off given the opportunity to bid on said job first.
- G. Employees who are laid off shall be reinstated on the recall list for 24 months from their last actual work day.
- H. An employee shall be removed from the recall list by the following:
1. Waives their recall rights in writing;
 2. Resigns;
 3. Fails to report to work ten (10) workdays after receipt of the notice of recall, unless sick or injured.
- I. Employees who have been laid off shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office. All recall notices and acceptance notices shall be mailed by certified mail.
- J. The lay-off procedure under this article will supersede R.C. 124.321 – 124.328

SUBSTITUTES - Laid-off employees with the most seniority will be the first to be called to serve as a substitute within their job classification for a period of two years after date of layoff. It is the responsibility of the laid-off employee to notify the administration of their desire to be included on the substitute list. Failure to provide written request coupled with telephone number and address of the requesting employee shall result in loss of substitute rights provided herein.

If a head custodian is absent, any night custodian in that building, in order of seniority, shall be given the first opportunity to cover that position before a substitute is called. If any classified employee, other than a head custodian, is absent, a substitute will be called to fill that position providing a substitute is needed, qualified and available.

If additional help is needed in another classification, a supervisor would be authorized to offer a job to a person in another classification on a temporary basis. ~~The service shall not exceed two days without approval from the superintendent, nor shall it exceed Civil Service Law.~~

DISCIPLINE

- A. Discipline shall only be for just cause. Discipline shall be administered in a progressive and corrective manner, provided, however, that discipline may begin at any level depending upon the gravity of the misconduct. Discipline shall be defined as a verbal or written warning, and suspension and/or termination of paid employment. All protection afforded by law and the terms of this agreement shall be afforded the employee in the administration of discipline. The employee may request a Union representative be present at each level of the disciplinary process. The employee may appeal any discipline through the grievance procedure, but only suspensions without pay or removals may proceed to Step 3, Arbitration.
- B. All newly hired employees shall serve a probationary period of ninety (90) days during which the employee must show proficiency on the job to successfully complete the probationary period. No appointment is final until the employee has successfully completed the probationary period. Thereafter, the tenure of every employee shall be during good behavior and efficient service. Such employee may be suspended or removed only for just cause, including incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, other acts of misfeasance, malfeasance or nonfeasance, or violation of the Rules of the Board of Education. Prior to removal the employee shall be entitled to:
 - 1. Written notice of the specific charges;
 - 2. The opportunity to meet with the Superintendent or his designee to hear the evidence upon which the charges are based, and to have the opportunity to tell his/her side of the story or otherwise explain his/her actions;
 - 3. To be accompanied by a representative of his/her choosing at this meeting;
 - 4. Only the Board of Education may suspend or remove an employee. Written notice of Board action shall be served upon the employee. The suspension or removal is subject to review through the grievance procedure, which shall be initiated at Step 3 within ten (10) days of service of notice of suspension or removal. This procedure shall supersede the right to appeal to the Galion Civil Service Commission.
- C. It is the intent of the parties that this agreement shall govern all matters relating to bargaining unit employees' terms and conditions of employment. To the extent permitted by Chapter 4117, Revised Code, any term or condition of employment expressly addressed by this Agreement shall supersede and replace in its entirety any civil service provision relating to the same subject.

ARTICLE 6

COMMITTEES

- A. The Superintendent shall establish an insurance committee for the purpose of looking at insurance alternatives and for selecting prospective insurance carriers.
- B. The Superintendent shall establish a health and safety committee for the purpose of identifying and improving potentially hazardous situations. Both parties agree that safety is a joint responsibility.

ARTICLE 7

PAYROLL PROCEDURES - The annual salary of each employee is established on the basis of twenty-six (26) pay periods, payable every other Friday. When a payday falls on a holiday, the pay will be made on the preceding workday.

An employee will be notified at the end of the school year by the Treasurer of the procedure to follow for receipt of summer paychecks.

When it is necessary to re-cycle payroll, the members will be paid by splitting the pays on a 2 1/2 week cycle, i.e. the first payday in August would be paid on the Monday following the regular Friday payday and the second payday would be 2 1/2 weeks after that on Friday, one full week after the normal payday.

Employees shall have their paychecks automatically direct deposited.

DEDUCTIONS FROM PAY - Deductions of pay are made for - unauthorized absence, federal and state withholding tax, city tax, hospitalization, and the employee's share of retirement contribution as determined by the School Employees Retirement System. Other deductions approved by the Board of Education are - United Appeal, Tax Sheltered Annuities, State OAPSE dues deducted and paid in 24 pays to the state office, and local OAPSE dues deducted and paid annually (one-time basis) to the State OAPSE office.

AFSCME PEOPLE - The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a 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 employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 8

BID PROCEDURE

- A. Each permanent vacancy, which the Board determines to fill, resulting from an opening in an existing position or a newly created position, will be advertised for bid electronically and by posting at a conspicuous place in each school building and the bus office for ten (10) workdays following the decision to fill the vacancy. An electronic phone call notification will be made to all employees for any internal job postings that occur during the summer months.
- B. All postings shall include the job title, hours, location, general description of the qualifications, and the date of posting. The salary shall be in accordance with the negotiated agreement.
- C. All employees are eligible to file with the administrative office by the last date of the posting, a written application for the position and shall be granted an interview.
- D. All positions will be awarded to the best-qualified applicant as determined by the Administration with employees given first consideration. Consideration will be given to education/training, aptitude, prior experience, previous job performance, attendance and discipline records, ability to make decisions, ability to cooperate with persons who the applicant will work, and enthusiasm for the position.
- E. In the event it is determined that two (2) or more applicants under final consideration are equal in qualifications, and at least one of the applicants is internal, an employee applicant will be awarded the position. If the two (2) or more employee applicants currently in the same classification of the vacancy are determined to be equal in qualifications, the employee with the longest employment within the classification will be awarded the position. If two (2) or more employees are under final consideration for positions in other classifications and are determined to be equal in qualifications, the applicant with the most seniority in the District will be awarded the position.
- F. All current employees transferred to a new position shall serve a probationary period of 60 calendar days. (During the 60-day probationary period, the candidate chosen must demonstrate proficiency on the job before attaining permanent status.) Upon direction of the Superintendent, the employee may be returned to their former position at any time during his/her probationary period. (A newly appointed employee may voluntarily return to his/her original position if a written

request is made within five [5] working days.) A substitute may be employed in the position from which the employee transferred during the probationary period.

- G. In order to meet the operational needs of the District, any employee may be temporarily transferred to another position for which he/she is qualified for up to 60 workdays without complying with the posting procedure. The parties may, however, mutually agree to extend these timelines. The employee will be paid at the hourly rate for the position to which he/she is transferred or their current hourly rate of pay, whichever is higher.
- H. If there is available a current civil service list, the Board must fill all vacancies within thirty (30) days of the closing of the job posting. This timeline may only be extended by mutual agreement of the Union and the Board.
- I. Any current employee who wishes to transfer to another classification shall not be subject to a civil service exam regardless of whether the job requires a test upon initial employment or not. The transfer shall be subject to the provisions of this article.

ARTICLE 9

NOTICE OF ANNUAL SALARY - The Board of Education shall cause notice to be given annually, not later than the first day of July, to each classified school employee **and to all new hires** as to the salary to be paid during such year. Such salary shall not be lower than the salary paid during the preceding school year unless such reduction is a part of a uniform plan affecting the classified employees of the entire District. This section does not prevent increases of salary after the Board's annual notice has been given.

This section supersedes O.R.C. §§3317.12; 3319.081–3319.082 and shall exclusively govern annual salary notices.

ARTICLE 10

LONGEVITY PAY - Longevity pay for all employees hired on or before June 30, 1994 shall be as follows:

Effective July 1, 1992

Full-time (12 months per year/8 hours per day)

- 1) \$3,307.20 per year after five years of service.
- 2) \$3,432.00 per year after ten years of service.
- 3) \$3,536.00 per year after fifteen years of service.
- 4) \$3,702.40 per year after twenty years of service.
- 5) \$3,827.20 per year after twenty-five years of service.

Part-time (9 or 10 month employee)

- 1) \$1.59 per hour after five years of service.
- 2) \$1.65 per hour after ten years of service.
- 3) \$1.70 per hour after fifteen years of service.
- 4) \$1.78 per hour after twenty years of service
- 5) \$1.84 per hour after twenty-five years of service.

All longevity pay is computed on normal regular working hours and on overtime work. Longevity pay is calculated on level of salary schedule.

ARTICLE 11

- A. OVERTIME — Employees shall be paid in accordance with this Agreement. Employees will be paid the hourly rate provided for in the negotiated wage schedule of this Agreement for authorized and assigned work hours. Employees shall take an unpaid lunch period, to be scheduled by the appropriate supervisor, and the employee.
- B. The regular work hours of the week are those set up in the job descriptions for each classification and each department, as specified by the Board of Education.
- C. The Board necessarily retains the right to require employees to work more than their regularly scheduled work hours, including more than 40 hours in a workweek, and/or more than eight (8) hours in a day as it determines the needs the District may require. The Board will attempt to cover all overtime hours on a volunteer basis from within each Building assignment before mandating employees to work.
- D. Overtime consists of time spent on special assignments which cannot be resolved during the regular work hours of the week. Overtime must be authorized in advance by the building Principal or appropriate supervisor; however, overtime will be paid for work found to have been an emergency worked on the initiative of an employee (such as to prevent flooding in the middle of the night). Other than this, overtime will be assigned only when absolutely necessary.
- E. To be recognized, all overtime must be reported on a completed overtime sheet, signed by the building Principal or appropriate supervisor and sent to the office of the Superintendent. Such work will be paid at not less than one and one-half (1½) times the employee's regular rate of pay after 40 hours in a workweek. Rate of pay

for Sunday work will be double time unless Sunday is a part of their normal 40-hour work schedule. All service in excess of 40 hours in any week will be reimbursed at a rate of time and one-half (1½). In the event an employee holds two (2) positions in the District at different pay rates, overtime will be calculated on a weighted average basis.

- F. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. Sick Leave up to eight (8) hours in a work week shall be treated as hours worked for purposes of computing overtime.
- G. For purposes of calculation, the workweek begins at 12:01 a.m. on Monday and ends at midnight the following Sunday.
- H. When an employee is promoted to a position within a higher rated classification, he/she shall be paid the nearest rate of pay in the higher pay scale that results in at least a \$.20 cent per hour pay increase. When an employee is demoted for reasons other than for a probationary demotion, he/she will be paid the nearest rate of pay in the lower pay scale that results in the least amount of a pay decrease. Those persons who receive a probationary demotion will receive the rate of pay he/she received prior to his/her promotion.
- I. Employees who are required to travel in their automobiles to conduct official school business shall be reimbursed at the IRS rate per mile.
- J. Regular employees will be given preference over substitute employees in the assignment of extra work until they have worked 40 hours.
- K. This article supersedes O.R.C. 3317.12, 3319.081-3319.082, 3319.086, and shall exclusively govern wages and hours.

ARTICLE 12

PAID HOLIDAYS

~~All regular nonteaching school employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday: New Year's Day, Martin Luther King Day (subject to statute), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day of each year.~~ In addition to the ~~above~~-named holidays ~~below~~, the Board of

Education may declare any other day, except days approved for teachers' attendance at an education meeting, as a holiday and shall pay to all such regular non-teaching school employees, whether salaries or compensated on an hourly or per diem basis, their regular salary or their regular rate of pay provided such holiday falls during the normal work week of the employee. **In order for an employee to receive pay for the holidays listed below, the employee must have accrued earnings on the work day prior to and the work day following each such holiday.**

Paid holidays granted by the Galion Board of Education are:

Labor Day
Wednesday before Thanksgiving
Thanksgiving
Friday after Thanksgiving
*Christmas Day
*New Year's Day
Martin Luther King Day
President's Day
Easter 2 days
Good Friday

~~Good Friday and the Monday following Easter are to be used as paid holidays unless the school day holiday is scheduled for the week proceeding Easter, in which case two days paid holidays shall be taken the Thursday and Friday preceding Easter.~~

Memorial Day
Independence Day

Hourly employees that qualify for these paid holidays will be paid for the number of hours of their regular working day.

*Twelve month employees will have two (2) days paid holiday for Christmas Day and New Year's Day.

When the holiday occurs on a Tuesday through Friday, two days paid holiday shall be taken on the holiday and the day preceding it.

When the holiday occurs on Saturday or Sunday, the two days paid holiday shall be taken the Thursday and Friday preceding the holiday.

When the holiday occurs on Monday, the two days paid holiday shall be taken on Monday and Tuesday.

Any change in the designated days will be agreed upon by both the Galion Board of Education, or its administrators, and the bargaining unit.

Any employee who works on a paid holiday listed in this article shall be paid two times their regular hourly rate for all hours worked in addition to their holiday pay. Except Building checks of one hour per building (two hours at the high school) which shall be paid at time and one half in addition to holiday pay.

ARTICLE 13

VACATION TIME - Vacation time calculated upon actual years of eleven-twelve months employment in this District.

July 1 of each year shall be the anniversary date for determining the length of vacation for each eleven-twelve month full-time employee. First year full-time employees will have vacation pro-rated on the basis of one day per month (to a maximum of 10 days) from the date of their beginning employment to the following July 1. After having completed at least one full year of employment, each eleven-twelve month full time employee will be entitled to the following:

1. Two (2) weeks' vacation for all employees of eleven-twelve months with up to ten (10) years employment. (10 days)
2. Three (3) weeks' vacation for employees of eleven-twelve months with over ten (10) years employment. (15 days)
3. Four (4) weeks' vacation for all employees of eleven-twelve months with over fifteen (15) years employment. (20 days)
4. For employees hired and employed continuously on or before August 1, 2014, after reaching sixteen (16) years of eleven-twelve month employment, one day of vacation for each year of eleven-twelve months employment beyond 15 years will be added until a maximum of 25 years full-time employment is reached.
- 5.

Years of 12 months employment

Vacation Due

16	21 days
17	22 days
18	23 days
19	24 days

20	25 days
21	26 days
22	27 days
23	28 days
24	29 days
25	30 days

Accrued vacation time may be carried over from June 30 to July 1 only with approval of the Superintendent. Any member wishing to carryover accrued vacation must file a written request to do so with the Superintendent by June 1st of any year. Under no circumstances will employees be permitted to carryover more than sixty (60) vacation days in any year. Carry-over of accrued vacation time not requested will be forfeited. Written notice shall be provided to employees earning vacation with the last pay in April. If not approved for some reason employee would be paid regular rate of pay for remaining vacation days.

In the event of paid holidays falling within a vacation period, the holidays can be added to the vacation period, or taken at a later date provided prior approval has been granted by the Superintendent for the choice.

ARTICLE 14

UNUSED VACATION LEAVE TO THE SURVIVING SPOUSE

In case of the death of an employee, unpaid wages, including vacation that accrued over the last two years, shall be paid in accordance with R.C. 2113.04.

ARTICLE 15

SICK LEAVE

NOTIFICATION OF ACCUMULATED SICK DAYS - All non-certificated employees will be notified by July 1 of each year by the Treasurer of their total accumulated sick days.

REGULATIONS FOR ACQUIRING SICK LEAVE -

1. Sick leave is counted from the beginning of the Retirement System fiscal year which is July 1.
2. Sick leave is granted at the rate of 1 1/4 days per each calendar month, or a total of 15 days per year for all employees. One day of sick leave equals one "work day", and whatever earnings normally accrue for one "work

day” will be the amount paid. Sick leave accumulates from year to year to a maximum of 270 days.

3. Employees are automatically credited with 5 days sick leave at the beginning of employment. The advancement of this sick leave shall then be charged against any subsequent accumulation by the employee in question. Advancements cannot exceed the number of days that the member has available for repayment in the year of the advancement. If employment ends prior to accrual of enough sick leave at 1- 1/4 days a month, the District will be reimbursed from the employee’s final pay for all sick days used but not accrued.
4. Questions concerning sick leave should be checked first with the immediate supervisor. Any additional questions should be referred to the Superintendent or designee.

USE OF SICK LEAVE - Employees may use sick leave for absence due to personal illness, injury, or quarantine and for absence due to illness, injury, or death in the employee’s immediate family. Immediate family for this purpose shall include spouse, child, parent, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, member of immediate household, niece, nephew, grandchild, aunt, uncle, brother-in-law, and sister-in-law. Other family members may be included with the express prior approval of the Superintendent.

CERTIFICATION OF HEALTH - An employee who uses more than his fifteen days annual allowance of leave and thus receives pay for accumulated leave may be asked to present a doctor’s note certifying the necessity of this action. Any employee who is absent on sick leave for more than three (3) consecutive work days may be required to provide a physician’s statement explaining the reasons for the absence.

LEAVE FOR PERSONAL ILLNESS -

- A. Eligibility: In accordance with Ohio Revised Code Section 3319.13, any regular employee of the Board of Education who is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability may be granted a leave of absence without pay for a period of up to two (2) years. It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

- B. Application for leave: A written application to the Superintendent for a leave of absence due to ill health shall be accompanied by a statement from the attending physician giving the nature of the illness and definitely recommending that the employee be relieved of his duties.
- C. Application for reinstatement: After an application for leave of absence due to ill health has been granted, the responsibility for requesting termination of the leave and reappointment rests with the employee. If such a request is not made earlier than four weeks before the expiration of the leave, the employee shall be considered as having severed his connection with the schools and may be replaced.
- D. Termination of leave: A request for termination of leave and reappointment of duty shall be accompanied by a physician's certificate indicating the employee has been examined by the physician and he/she is able to resume his/her regular duties with the Board of Education.
- E. Unrequested Leave of Absence: Without a request on the part of the employee, the Board of Education may grant a leave of absence, or renew thereof, to any Employee because of a mental or physical disability. Such employee shall have the right of a hearing on such unrequested leave of absence in accordance with division (C) of O.R.C. §3319.081 and O.R.C. §3319.13.
- F. Sick Leave Donation:
When a bargaining unit member has exhausted all of his/her accumulated sick leave, including the five (5) days advance as provided by this contract, all personal days and vacation days, if applicable, and additional days are still needed, then he/she may request that additional days be transferred from other bargaining unit members with accumulated sick leave. If a member is using the sick leave bank in lieu of workers compensation, he/she shall not be forced to use all vacation and personal days prior to using days from the sick leave bank.

In order to participate in the sick leave pool for the period of October 1 through September 30, an employee must give written notice to the Treasurer by October 1. If there is a balance of 200 days the employee signing up to participate will not be deducted a sick day. When the balance of the sick leave bank is reduced by the number of enrolled employees for that year, there will be a deduction from all those who enrolled in the sick leave bank for that year. The employee must have a balance of 30 days to participate.

1. Donated days will be counted on the basis of how they were contributed, i.e., the number of hours represented by the contributing employee's

- regularly scheduled day.
2. Donated days cannot be withdrawn.
 3. ~~Employees can request donations for a sick leave bank one (1) time per person.~~
 4. The recipient shall receive a maximum of thirty (30) days of sick leave per year per person. This limitation may be extended up to an additional thirty (30) days by mutual agreement between the Union President and the Superintendent.
 5. All donations of sick leave will be voluntary.
 6. Members requesting pool days must present a physician's certificate indicating an absence due to a single illness or accident that will last, or exceed twenty (20) consecutive days (a second opinion may be required);
 7. Retiring members will not be allowed to give accumulated unused sick days after payment of severance pay.

The sick leave pool shall contain no more than two hundred (200) days.

Members are not eligible to use sick leave pool if:

1. They are voluntarily absent for any reason;
2. It is routine maternity/**paternity** (delivery) or a recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during vacation periods;
3. The specific illness or injury is not twenty (20) consecutive days or more;
4. They are eligible for any other paid leave or compensation that equals or exceeds their normal salary. If the member is eligible for Worker's Compensation he/she must apply for such compensation prior to application to the sick leave pool. Sick leave days may be used to supplement Worker's Compensation benefits to equal the difference between Worker's Compensation benefit and the member's salary. Each portion of a sick leave pool day used to supplement Worker's Compensation will reduce the sick leave pool by one full day.
5. Employees whose sick leave has been depleted by intermittent use shall not qualify for this benefit.

All aspects of this pool shall be administered by the Union President and the Superintendent. Any of the requirements of this program shall not have an impact on the administration of sick leave as is required in Article 15 of this Agreement. In the event the Superintendent and the Union President are not able to agree on administration of the pool in a specific case, a review meeting shall be held. The review meeting shall be for the purpose of reviewing compliance with the eligibility requirements and shall include the Superintendent, Assistant Superintendent, Union President and OAPSE bargaining unit member. If,

practical, the member applicant will be invited to attend the review meeting and is permitted to be accompanied by the person of his/her choice.

The pool shall contain a balance of two hundred (200) days.

ARTICLE 16

COMPLAINT PROCEDURE

- A. It will be the policy of the administration to resolve complaints against employees from parents or members of the general public by conducting an investigation, including interviewing the complainant. This investigation may be conducted by the immediate supervisor or central office personnel, depending on the circumstances.
- B. The employee will be interviewed in private at a mutually convenient time and may be accompanied by a Union representative. If the matter involves possible criminal conduct, the investigation will be deferred to law enforcement.
- C. If the result of the investigation indicates that discipline of the employee is appropriate, the administration will follow the discipline procedure of this Agreement.
- D. It is recognized that this Agreement cannot prevent the actions of parents or members of the general public from complaining directly to the Board of Education, but these persons will be invited to bring their complaint to the attention of the principal or other administrator for initial consideration.

ARTICLE 17

GENERAL REGULATIONS COVERING ABSENCE

- A. Deduction at the daily rate will be made for each day of unauthorized absence. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all authorized leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.
- B. Employees absent either the scheduled workday before and/or the scheduled workday after a holiday will have these days charged as being absent from work unless such absence is approved by the Superintendent.
- C. The Superintendent may also approve employee's absences for district O.A.P.S.E.

meetings or departmental workshops.

ARTICLE 18

NOTIFICATION IN CASE OF ABSENCE - In case it is necessary for an employee to be absent from duty, the employee shall notify his immediate supervisor as soon as the necessity for absence has been determined or as soon thereafter as feasible so that a substitute may be called. Absence for reasons other than illness shall be approved in advance by the Superintendent.

ARTICLE 19

UNAUTHORIZED ABSENCE - No payment of salary shall be made for unauthorized absence. Unauthorized absence from duty shall be considered by the Board of Education as grounds for suspension or dismissal of the employee.

ARTICLE 20

AUTHORIZED ABSENCE - All employees are expected to discharge the duties of their respective positions and shall not be absent except for special reasons authorized by these policies.

PERSONAL LEAVE - All regularly employed classified personnel shall be granted three (3) unrestricted work days of personal leave (non-cumulative) per school year. Personal Leave forms must be completed for each use through the District's electronic "KIOSK." Personal leave days may be taken on a one-half day, one day, or two day, or three day increments.

Personal leave may not be taken on the last workday before or first work day after a holiday or vacation, except upon specific approval of the Superintendent. Any employee who does not use all of his/her personal leave and no more than five (5) sick days per year shall be entitled to a full day of extra pay for each full day of unused personal leave per year. **Any employee who does not use any personal leave or sick leave per year shall receive a two hundred dollar (\$200) stipend payable no later than the second payroll in July following the end of the employee's contract year.**

No employees shall take personal leave the first 5 days of school or the last 5 days of the school year unless there are extenuating circumstances that warrants an exception to the those guidelines. Notification of intent to use a personal leave day (s) will be made three (3) school days in advance, unless extenuating circumstances prevent notification within that time.

~~PREGNANCY~~ **MATERNITY/PATERNITY LEAVE** - How long a **pregnant** classified employee may continue in **his**/her assignment is a matter best left up to the employee and

her the doctor. It is expected that as long as she shall work, the pregnant employee shall perform all her duties adequately, maintain normal attendance, and accomplish all contracted duties. Hours will be in accordance with the Ohio Revised Code and are explained below.

If her the condition requires, a pregnant-classified employee may use accumulated, unused sick leave for the period of disability related to the pregnancy. Under this provision, if accumulated sick leave is exhausted, the classified employee shall be granted a leave of absence without pay for the remainder of the period of disability.

If a pregnant-classified employee prefers not to use accumulated, paid sick leave, or at a time that sick leave is exhausted or terminated, the classified employee may apply for and shall be granted a leave of absence, without pay or fringe benefits, for the balance of the contract year. The classified employee may apply for a leave for the next succeeding contract year thereafter, without pay or fringe benefits, by submitting a written request with reason for the requested extension to the Superintendent before the end of the initial leave of absence. The classified employee is expected to notify the Superintendent of her intended option under paragraphs 2 and 3 above at least one month in advance; and at such time, shall state the duration of the leave requested under paragraph 3 in order that the Superintendent can arrange for a replacement without interruption in the continuing performance of her duties to the district.

Requests and notification under this "Pregnancy Leave" section shall be by letter signed by the classified employee.

LEAVE WITHOUT PAY - Employees may request electronically and may be granted leave without pay with the express prior written approval of the appropriate Supervisor. Employees will be docked their daily salary rate. The maximum number of days which may be granted without reimbursement for hospitalization on a per diem basis shall be five per school year. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all authorized leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

ARTICLE 21

MISCELLANEOUS LEAVE OF ABSENCE

- A. Eligibility: If for some very good reason a regular employee of the Board of Education must ask for a leave, other than personal illness or military, he/she must submit an electronic request to the Board of Education stating the reason for requesting the leave. This leave may or may not be granted depending on the action by the Board of Education.

- B. If the Board of Education denies the request for leave, then the employee will have to decide whether to remain on the job or resign.
- C. If it is necessary for an employee to resign, when he/she is able to return to work, he/she may make application and be reappointed whenever there is a job opening provided such employee is eligible under civil service procedures.
- D. If the leave has been granted, it will be the responsibility of the employee to ask to be reinstated approximately 4 weeks before the termination of his leave.

ARTICLE 22

JURY DUTY

An employee shall be excused for service on a jury without loss of pay or benefits as long as the employee notifies the Treasurer and his/her supervisor electronically of the dates of service.

ARTICLE 23

MILITARY LEAVE OF ABSENCE

- A. Eligibility: Any employee of the Board of Education shall be granted a leave of absence to be inducted or otherwise enter military service in accordance with the provisions of applicable sections of the Ohio Revised Code.

ARTICLE 24

ASSAULT LEAVE

- A. Physical disability resulting from an assault which occurs in the course of Board employment shall qualify the employee thereby disabled for assault leave. Absence from work as a result of such assault shall be charged against assault leave.

"Assault" means the causing of or an attempt to cause physical harm to an employee by any person when the employee charges such a person with an offense prohibited by Title 29 of the Ohio Revised Code.

- B. Pursuant to and in accordance with O.R.C. §3319.143, assault leave shall be granted to an employee who: a) is unable to work and, therefore, is absent from his/her assigned duties because of personal injury resulting from an assault and battery which is clearly unprovoked; and b) files criminal charges against his/her assailant as soon as he/she is physically able.

Assault leave shall be granted for each employee qualifying for such leave for up to ten (10) days per year. Such leave shall not be deducted from accumulated personal or sick leave. However, any employee absent from work as a result of circumstances described in (A) above for more than ten (10) days shall have their absence charged against sick leave.

- C. An employee shall be granted assault leave according to the following rules:
1. The incident resulting in the absence of the employee must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity, or event; provided, however, that an employee may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the employee's performance of his/her job duties.
 2. Upon notice to the supervisor or Superintendent that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building supervisor or Superintendent.

3. To qualify for assault leave the employee shall furnish a certificate from a medical doctor, stating the name of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
4. An employee shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
5. Employees shall not be permitted to accrue assault leave.
6. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
7. Payment under this article shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Ohio Revised Code Chapter 4123, except to the extent the assault disability exceeds the days allowable under Section (B) paragraph (2) above.

ARTICLE 25

EPIDEMICS, "SNOW DAYS" OR PUBLIC CALAMITY

~~After the 5th calamity day, a~~ All twelve month (260 day) bargaining unit members are expected to report to work on days which schools are closed due to inclement weather or other calamity for four (4) hours and will receive ~~only~~ their regular pay for eight (8) hours on those days. For second shift twelve month bargaining unit members reporting to work on days which schools are closed due to inclement weather or other calamity will report for work at their regularly scheduled time unless otherwise approved in advance by the administration. Any hours worked by twelve month bargaining unit members reporting for work on days which schools are closed due to inclement weather or other calamity will receive pay at time and one-half (1.5) for any actual hours worked on such days in excess of four (4) hours. These days will not be required if a Level 3 emergency has been declared or if attendance is otherwise excused by the bargaining unit member's immediate supervisor with the express approval of the Superintendent for weather-related issues. ~~In addition, employees so reporting and released early during such days, or otherwise excused from attendance as set forth above would be released or excused without loss of pay.~~

All other classified employees shall be paid for time lost when the school in which he/she works is closed due to a calamity.

When a calamity day is determined by the Board to be made up (i.e., any number after 5 calamity days), **all other classified** employees are required to work without additional compensation.

If school is delayed resulting in a reduction of hours actually worked, **all other classified** employees will be paid for his/her regularly scheduled hours even if not actually worked.

ARTICLE 26

RETIREMENT - All classified employees are required by law to be members of the School Employees Retirement System.

ARTICLE 27

SEVERANCE PAY - A Galion City School District employee with ten (10) or more years of qualifying public service who elects in writing to retire to SERS from active service is to be paid twenty-five percent (25%) of the value of his/her accrued but unused sick leave. This payment eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

A Galion City School District employee with ten (10) or more years of qualifying public service who elects in writing to retire under SERS from active service and who notifies the Board in writing at least six (6) months prior to the effective date of retirement and the Board takes action to accept the notice, is to be paid thirty percent (30%) of the value of his/her accrued but unused sick leave credit to a maximum of eighty-four (84) days.

The payment due under paragraph 1 of this section shall be based upon the member's rate of pay at the time of retirement. Payment will be made within sixty (60) days of verification of the first payment from the School Employees Retirement System. All severance payments must be made in the calendar year of retirement, if possible.

Severance pay under this provision shall also be paid when a regular classified employee dies while employed by the Board if the employee has been with the district for ten (10) years or more. Payment shall be made in accordance with R.C. 2113.04.

ARTICLE 28

WORKERS' COMPENSATION - Employees may file with State Workers' Compensation for accidental injuries received while on school business subject to rules and regulations of the Department.

ARTICLE 29

HEALTH INSURANCE

Full-time employees (those who work six (6) or more hours per day for at least nine (9) months a year, all bus drivers ~~who have a standard route as defined in Article 42, Section III, and those who are scheduled to work 1040 hours or more annually~~) are eligible for health insurance. Employees working less than full-time ~~but at least 75% FTE will be eligible for insurance benefits, paid by the employee at the rate of 10% of the cost of the premiums plus 25% of the cost of the Board's share of premiums. Employees working less than 75% FTE but at least 50% FTE will be eligible for insurance benefits, paid by the employee at the rate of 10% of the cost of the premiums plus 50% of the cost of the Board's share of premiums.~~ ~~are not eligible for paid insurance benefits, but they may purchase insurance through the District's group plan.~~

The Board shall provide an insurance plan with premium payments as follows for all fulltime employees.

The employee contribution can be either (at the employee's choice) a taxable payment or put in a 125 tax sheltered FSA.

~~Full-time employees pay 10% for Single, Employee Plus One, and Family coverage: 10% employee paid, the Board pays 90% for such coverage employer paid.~~

~~Employee and one other: 10% employee paid, 90% employer paid.~~

~~Family coverage: 10% employee paid, 90% employer paid.~~

[SEE APPENDIX FOR PLAN DESIGN]

Members' dependents eligible for adult dependent coverage will pay 40% of the single premium for each month of coverage from the day after their 26th birthday until their 28th birthday. ~~Effective January 1, 2017, members' dependents eligible for adult dependent care coverage will be determined by the consortium and will be reviewed by the Insurance Committee with recommendations made for vote by the parties by way of MOU.~~

WAIVER OF COVERAGE — All employees who are currently enrolled in the Board's insurance plan who elect to decline the Board-provided health insurance shall be entitled to receive an annual insurance waiver as follows: If an employee elects the waiver, an employee will receive ~~\$750~~ ~~1,500.00~~. The waiver should be elected in writing (see Appendix S) and is only available to employees who can show proof of coverage from another source.

ENROLLMENT: An additional open enrollment period will occur each September for a 30-day period for employees making changes to their insurance status.

ARTICLE 30

LIFE INSURANCE - Classified employees of the staff shall be provided with a life insurance policy and an accidental death and dismemberment policy in the face amount of Fifty Thousand Dollars (\$50,000) each.

ARTICLE 31

DENTAL INSURANCE — For full-time employees, the Galion Board of Education shall purchase dental coverage with 90% of the cost of this coverage paid by the Board and 10% paid by the employee.

ARTICLE 32

VISION INSURANCE — For full-time employees, the Galion Board of Education shall make available vision coverage for each classified employee and his/her eligible dependents. With 90% of the cost of this coverage paid by the Board and 10% paid by the employee.

ARTICLE 33

SCHOOL BOARD AGENDA – A copy of the agenda for each school board meeting will be made available to the Union President at the same time it is available to Board members. The agenda will be sent by e-mail or made available to be picked up at the administrative offices.

ARTICLE 34

PHYSICAL EXAMINATIONS, LICENSES AND TESTS

- A. The Board of Education agrees to pay the full cost of medical examinations required as a condition of employment for bus drivers and custodial and maintenance employees exposed to asbestos.
- B. The Board of Education will pay for licenses required for custodial and maintenance employees who deal with asbestos. The Board of Education will pay for refrigeration license if required as a condition of employment.
- C. The Board of Education will pay for licenses required for custodial and maintenance employees who deal with asbestos. The Board of Education will pay for refrigeration licenses if required as a condition of employment.

ARTICLE 35

[RESERVED]

ARTICLE 36

~~RULES AND REGULATIONS~~ — A handbook containing rules and regulations, salary schedules, and job descriptions shall be given to each classified employee when first employed by the Galion Board of Education. If the services of the employee are terminated for any reason the employee shall be responsible for returning this handbook to the Board of Education office. A committee will be formed to prepare, review, and distribute the handbook.

ARTICLE 37

EMPLOYMENT - OUTSIDE SOURCES

Federal/State Programs and Student Employees - The Board will not employ any students under any secondary school or college work-study program or any state or federally funded work experience program in any position that would replace any employee in the bargaining unit. The Board may use such available employees to assist bargaining unit members and they will be assigned by the Superintendent or his designee.

Subcontracting - The Board retains the right to enter into a subcontracting agreement, but not for the purpose of eliminating bargaining unit positions.

ARTICLE 38

EDUCATIONAL ASSISTANTS - The Board shall endeavor to have assistants supervise a reasonable number of students in playgrounds or study hall situations. Supervision of the assistants will be by certificated teachers and/or principals. Bargaining unit members so assigned are to promptly report any and all supervision issues or concerns to the building principal.

ARTICLE 39

DISPENSING MEDICATION - Bargaining unit employees are required to dispense medication in compliance with adopted Board Policy #5330, which is included as part of the Appendix of this Agreement. No bargaining unit member who is authorized to dispense medication is required to dispense medication during their lunch hour unless it is an emergency situation and no other authorized employee is available. The Board shall provide adequate training and safety equipment to all employees required to dispense medication and maintain compliance with O.R.C. §3313.713.

ARTICLE 40

GRIEVANCE PROCEDURES - Employees are encouraged to present grievances, complaints, and constructive criticism with the full assurance that the presentation will in no way prejudice their standing in the school system.

- Step 1. In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance in writing to the appropriate Principal or immediate supervisor within ten (10) working days of the occurrence of the incident that gave rise to the grievance.

This is a personal right of the member and not the right of any organization of which he is a member; the employee shall have the right to request a meeting with the Principal or supervisor within five (5) working days. A copy of all written complaints shall also be sent to the Superintendent and OAPSE President

The Principal or the immediate supervisor shall take action on a written grievance within five (5) working days after it has been filed or after the meeting with the member. The action to be taken and reasons for the action shall be reduced to writing and a copy sent to the member, the Superintendent, and OAPSE President.

- Step 2. If the member is still dissatisfied with the way his/her grievance is being handled, the member may, within five (5) working days following the Step 1 reply, appeal to the Superintendent or designee in writing and ask for a meeting which should take place within five (5) working days.

The Superintendent or designee shall make his/her decision and submit his/her written reasons for the action within ten (10) working days after his/her meeting with the employee. Copies of the action taken shall be sent to the member, the Principal, and OAPSE President.

- Step 3. If the Association is not satisfied with the decision of the Superintendent, the Association may appeal, within ten (10) working days, the grievance to an impartial arbitrator from the Federal Mediation Conciliation Service. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which is in violation of this contract or if an act prohibited by law which is in violation of this Agreement. The decision of the arbitrator shall be binding upon both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of this negotiated Agreement. The cost of the services of the arbitrator will be borne equally by the Board of Education and the Association. The Association shall request a list of arbitrators through the Federal Mediation Conciliation Service. The Association shall strike first

on the list of arbitrators submitted. Alternate striking of names shall be employed until one name remains who shall be the arbitrator selected to hear the case. Each side shall have the right to reject one list of arbitrators and request another list at their cost.

This is the final step in the complaint procedure and the action taken shall be binding and conclusive on all parties. Copies of the final action shall be sent by the Treasurer to the member, the Superintendent, Principal, and OAPSE President. The member shall have the right to be represented by a representative from the Association or a lawyer at all meetings mentioned in Steps 1 through 3.

The time requirements in the complaint procedure may be waived for specified periods of time by mutual agreement of the parties, but complaints are to be processed as expeditiously as possible. If at any step in the complaint procedure there is no person in the school system in a given category the complaint shall automatically move to the next step.

This section supersedes O.R.C. §4117.10 and shall exclusively govern the grievance procedure.

ARTICLE 41

OAPSE CODE OF ETHICS

The following Code of Ethics has been adopted by the OAPSE for its members. All members agree to abide by the Code, and Local 370 OAPSE agrees to enforce it with its members.

1. A classified school employee must be proud of his vocation and use his best efforts to elevate the standards of his work so that he may merit a reputation for high quality of service.
2. A worthy school employee must be a person of integrity, clean speech, and desirable personal habits.
3. Courtesy in one's relationship with pupils, parents, other school employees, and the public is essential.
4. Resourcefulness in adapting oneself to various work assignments and to changed conditions is essential.
5. Cooperation is a "two-way street" in which we will conduct ourselves in

such a manner that we will not take an unfair advantage of another for self gain.

6. It is unprofessional to use destructive criticism against another individual or against the management of the schools in general. All criticism must be constructive in nature and must be voiced to the proper authority for the purpose of remedy an existing evil.
7. It is perfectly proper, at all times, to seek preferment and promotion by legitimate means.
8. Whenever the work of a non-teaching employee is unsatisfactory, the administration should notify the person and give him/her a chance to make correction before dismissal is recommended.
9. We should associate ourselves with employees of other districts concerning school problems and cooperate in the improvement of public school conditions.
10. We must recognize and carry out our responsibilities as a citizen of our nation, state, school district, and community.

ARTICLE 42

SALARY SCHEDULE

Base salary rates will be increased as follows:

2016-2017: 3%

2017-2018: 2%

2018-2019: 2%

A two hundred fifty dollar (\$250) signing bonus will be paid to each employee in the first payroll in July, 2016.

~~2015-2016: 2%*~~

~~(*already implemented as a result of GEA Negotiations and OAPSE Article 50; outcome of insurance committee process could add an additional .25%)~~

Memorandum of Understanding

For the driver(s) currently assigned to the ~~noon/midday~~ pre-school or any other fixed

special route, the Board agrees that the driver(s) currently assigned to those routes will be contracted as fixed hour per day employee(s) based upon the number of fixed hours assigned to the route(s) for that year. ~~for every holiday, sick or personal leave which she uses, she will be paid for seven and one half hours. This adjustment is for the yearlong employee and shall not be paid~~ apply to drivers who may substitute on ~~this~~ these routes during the year.

In subsequent years, if the current employee(s) continues to drive the ~~noon/midday~~ pre-school or any other fixed special route, ~~she~~ the employee(s) will be paid for holidays, personal and sick leave based upon ~~the average number of~~ the number of fixed hours assigned to the route(s) for that year ~~hours per day she worked in the preceding school year.~~

New classified employees with six (6) months service in the School District prior to July 1 will move one (1) increment step on the Salary Schedule.

I. CUSTODIAL EMPLOYEES

~~A. A \$0.10 cents per hour differential shall be added for the work shift starting at 11:00 p.m.~~

~~B~~A. Checking buildings — custodians will check their respective buildings as directed by their supervisor, on weekends and holidays, once daily requiring one (1) hour.

~~C~~B. A \$0.40 cents per hour differential shall be added for custodians providing the Treasurer with a copy of current licensing as a boiler operator. Effective July 1, 2007 no employee not already receiving additional compensation for a boiler operator's license shall be given the pay differential.

~~D. A \$0.10 cents per hour differential shall be added for custodians providing the Treasurer with a copy of current Contractor Asbestos Supervision Certification. Effective July 1, 2007 no employee not already receiving additional compensation for Contractor Asbestos Supervision Certification shall be given the pay differential.~~

~~E~~C. Custodial employees called in for alarm call or other emergency calls will be paid for a minimum of two (2) hours.

II. MAINTENANCE

~~A. A \$0.10 cents per hour differential shall be added for the work shift starting at 11:00 p.m.~~

- ~~B~~A. A \$0.40 cents per hour differential shall be paid for maintenance personnel with a current licensing as a boiler operator, and \$.40 cents per hour for maintenance employees with a refrigeration license, as required by the Employer. A copy of all licenses must be provided to the Treasurer. Effective July 1, 2007 no employee not already receiving additional compensation for a boiler operator's license shall be given the pay differential.
- ~~C~~B. Maintenance employees called in for alarm call or other emergency calls will be paid for a minimum of two (2) hours.

~~D. The OSHA coordinator will receive an additional \$0.20 cent per hour.~~

III. TRANSPORTATION

- A. Standard route will be considered on five and one-half (5 1/2) hour basis.
1. Standard route to be a minimum of one (1) high school and/or middle school and one (1) elementary route in the AM and one (1) high school and/or middle school and one (1) elementary route in the PM.
- B. Any irregular routings will be considered on an individual basis. It will be up to the Bus Supervisor to make the necessary adjustments.

IV. SECRETARIAL

- A. Secretary I — Senior High Principal's personal secretary (12 month) and Middle School Secretary (12 month); Secretary II (201 days) five additional days at the discretion of the building principal as needed. Secretary and Guidance Secretary, Transportation Secretary.
- V. Any bargaining unit employee that is temporarily assigned to the duties of a higher classification for fifteen (15) working days or more, shall be paid at the higher classification pay scale.

VI. ALL EMPLOYEES

- A. Beginning in 2008-2009, add one step of \$.25 more than previous step to salary schedules with both parties agreeing to meet subsequent to ratification of the GEA Agreement to determine whether an increase in wages under Article 51 is required, taking into consideration the benefit measured as an increase on the base of the addition of this Step to the salary schedule.

VII. EDUCATIONAL ASSISTANTS

A. The Board shall reimburse educational assistants and paraprofessional tutors for the cost of his/her four year educational assistant certification.

B. Educational Assistants shall work one hundred ninety two (192) days.

~~C. Educational Assistant Paraprofessional Study Committee 2015-2016~~

~~During negotiations for a successor agreement, the parties reached consensus on the need for a comprehensive review of the relative functions and compensation of Paraprofessionals and Educational Assistants. The parties further agreed to the formation of a Study Committee, comprised of four (4) members of Local #370, assigned by the President, and up to four (4) representatives for the Board, assigned by the Superintendent. The Committee will be co-chaired by the Superintendent and the President of Local #370. The purpose of the Committee will be to review the duties and responsibilities of the positions of Educational Assistant and Paraprofessional and determine if recommendations for realignment, reclassification, compensation, qualifications, merger, or other adjustment are appropriate for successor negotiations. All decisions of the Committee shall be reached by consensus. The Committee will report out to the Board and Local #370 on or before the exchange of initial proposals for upcoming negotiations in 2016. The Board will provide adequate release time, where necessary, for the Committee, as determined by the Committee co chairs. As a preliminary "stop gap" measure, beginning with the 2015-2016 contract year, proportional steps 8 and 9 will be added to the Paraprofessional salary schedule.~~

ARTICLE 43

WORK UNIFORMS - The Board of Education will pay, upon submission of receipts for expenditures, for work uniforms for the following classifications:

Custodians & Maintenance-

Light blue uniform shirt, dark blue pants (no jeans), jacket, black or brown shoes, patches, and employee name.

Cafeteria-

White or Black pants, shorts (mid-thigh length) or skirts, white or black duty shoes, smocks or tailored blouses (no sweat pants or sweat shirts), bib apron or cobbler apron.

Custodians, Maintenance, and Cafeteria employees who do not consistently comply with the uniform rules shall not be eligible for the work uniform allowance provided in this article.

If school is not in session, the employee is not required to wear regular apparel.

However, the employee must use good judgment and dress appropriately.

The payment for work uniforms shall not exceed \$225.00 per employee per year for persons employed as either custodians or cafeteria workers, and shall not exceed \$300.00 for maintenance workers. Said year being from July 1 through June 30. All invoices must be submitted for reimbursement to the Treasurer's Office by June 30 of each year. It is further understood that the uniform will be a condition of employment for each of these classifications.

ARTICLE 44

AGENCY SHOP/FAIR SHARE - All employees in the bargaining unit covered by the contract who are members of the Association on the date the contract is signed and all other employees in such bargaining unit who become members of the Association at any time in the future shall, for the term of this contract, continue to be members of the Association, and the Board shall not honor dues deduction (check off) revocations from such employee.

All future employees covered by this agreement, who fail voluntarily, to acquire or maintain membership in the Association, shall be required as a condition of employment on or after the probationary period provided in this agreement or sixty (60) days following the beginning of employment whichever is less, or the effective date of this agreement, whichever is later, to pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association who are in the bargaining unit covered by this agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to non-religious charitable fund exempt from taxation under Sections 501(c) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE Treasurer. Such employees shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the agreement.

The Treasurer of the Board shall deduct from the employee's pay all dues deductions and fair share fees. The Association shall forward to the Treasurer by September 1 each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in installments beginning in September and running through the contract year.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of 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 370 Treasurer. The Board

Treasurer shall forward directly to the Local Treasurer the amount deducted from the local dues. This shall be done in September.

The Association shall defend and indemnify the Board of Education, 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 Galion Board of Education for the purposes 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 Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.

ARTICLE 45

~~OPEN ENROLLMENT/TUITION WAIVER FOR DEPENDENTS OF BARGAINING UNIT MEMBERS~~ — ~~Dependent children of bargaining unit members who reside in school districts contiguous to the Galion City School District (Northmor, Lexington, Colonel Crawford, Crestline, and Ontario) shall be permitted to attend Galion City Schools as open enrollment students. Dependent children of bargaining unit members who reside in school districts non-contiguous to the Galion City School District shall be permitted to attend Galion City Schools without tuition. Building assignment of students in either category is at the discretion of the Superintendent.~~

~~In order to be eligible for the open enrollment option, the bargaining unit member will need to apply during the normal application period March 1 — March 31. In order to be eligible for the tuition waiver option in a given school year, the Principal or Superintendent must be notified in writing of the tuition waiver request for a particular child at least two (2) weeks prior to the first day of school in that school year. For good cause shown (e.g., the teacher's family moves from one school district to another in mid-year), the Superintendent can grant an extension to the tuition waiver deadline.~~

ARTICLE 46

FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, “12-month period” is defined as the “12-month period measured forward from the date the employee’s first FMLA leave begins” (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

ARTICLE 47

SPECIAL NEEDS ROUTE BUS AIDE

Each special needs route in which a chair lift must be operated shall be assigned at least one bus aide.

ARTICLE 48

FIELD TRIPS

THE TRIP BOARD AT THE BUS GARAGE

1. All regular bus drivers will be eligible on a rotating basis for extra trips that can be completed (round trip) without interfering with the regular assigned daily routes and shall not be paid for an extra trip before the end of their regular hours. **The only exception shall be trips in which the total number of students engaged in the trip activity is eight (8) or less and the students can be transported in a Board van driven by the coach/advisor with proper legal requirements for appropriate certification. No athletic team or student club shall be divided to reduce the number of passengers below nine (9).**
2. Weekend/Evening trips will first be offered on a rotating basis to regular eligible drivers, after the trip meeting each season. Daytime trips will be offered first to interested regular drivers, on a rotating basis. There will be two separate trip boards, "Weekend/Evening" and "Daytime."
3. A regularly hourly rate shall be paid to regular bus drivers from departure time to return time. In addition, the driver will be paid for fifteen (15) minutes for pre-trip inspection unless he/she is driving the same bus, which he/she drove that day. The driver will also be paid for fifteen (15) minutes for post-trip clean up and fuel check unless he/she was already paid for this work on this day for the same bus. The additional 30 minutes shall be designated on the time sheet and trip sheet. There will be fifteen (15) minutes added to each trip to allow for the bus travel between the bus garage and campus.
4. The Board of Education may make an exception to the use of substitute drivers on weekday extra-curricular trips when it is in the best interest of the school district to do so. In the event an exception is made, the trip may be assigned to a regular driver on a rotating basis.
5. All regular bus drivers will be put on the trip board in seniority order. If a driver

wishes to be taken off the trip board, he/she must notify the Superintendent or designee by the first of any month. The driver then will not be put back on the trip board until the first of the next month.

6. Regular drivers substituting for noon routes shall be done on a separate rotation of regular drivers that are signed up on the appropriate trip board, then substitutes (with no penalty for turndown). Substitutes for noon routes can be scheduled for up to five (5) consecutive days at a time.
7. At the beginning of each season, all prescheduled seasonal trips will be scheduled for the entire season based on the trip board seniority order. All trips will be placed on a calendar and regular drivers will choose trips by seniority order in a rotation. The seniority rotation will continue through all seasons in a school year. The seniority list will then start over at the beginning of the new school year.
8. All other trips shall be posted upon receipt. Changes to a posted trip (usually time of departure or return) shall be circled in a contrasting color on the trip board. This is also noted on the trip sheet and initialed by the person doing the posting.
9. All trips that do not interfere with routes shall go through regular drivers, substitute drivers, the bus mechanic, and then bus drivers that are not on the Board. On days when multiple trips are occurring, regular drivers who are already assigned to a trip have the option of switching trips with a substitute driver (based on seniority).
10. If a trip has been canceled, the bus driver shall be notified as soon as possible. If attempts to contact the driver are unsuccessful, a note shall be placed on the bus garage door indicating that the run is canceled. If these procedures are not followed and the driver shows up, the driver shall receive two (2) hours pay and the next available assignment.
11. If a trip is rescheduled due to weather or calamity conditions, the person originally scheduled to take the trip will still drive for the assigned trip at the new date and time. If, in rescheduling the trip a conflict is created, the driver will take the rescheduled trip and someone else will be assigned to the conflicting trip. If a trip is canceled, there will be a "C" placed on the Board to notify the driver that the trip is canceled. The driver shall receive the next trip posted.
12. If a driver is assigned two trips that interfere with another, an "S" shall be placed on the Board to notify the driver that he/she was skipped for this trip. The driver shall receive the next trip posted.
 - a. If a driver is assigned a trip but turns it down and later the trip board

rotation returns to the driver for a second trip on the same day but different time, the driver may accept the second trip or turn it down. The turndown for the second trip would not be counted against the driver.

13. If a driver is scheduled for a trip, they must take the trip unless absence is approved by the Transportation Supervisor.
14. If a possible mistake is brought to the attention of the Transportation Supervisor or designee, the Supervisor will make the correction if it is needed. If the Supervisor finds a mistake and it is not corrected before the trip is made, the driver who would have been entitled to receive the trip will receive two (2) hours pay and the next posted trip.
15. Trips should not be split unless there is a shortage of bus drivers. Only under unusual circumstances would a driver take students on a trip, drop them off, return to the garage, and then return to pick up students.
16. The Transportation Supervisor or designee and secretary shall be in charge of the trip board and make all the changes on the trip board.
17. If a trip is posted and the driver is a “no show,” that driver will receive a “NS” on the next trip posted in their column and forfeit that trip. That trip will go to the next rotating driver on the Board.
18. A driver without penalty may turn down any notice on the trip board giving less than twenty-four (24) hour notice for a trip. Any trip that is requested with less than 24 hours’ notice is not listed on the trip board. Unless time constraints exist, all trips with less than 24 hours’ notice will be offered to regular drivers on a rotating basis by seniority of readily available drivers.
19. At the end of each school year the trip board will be erased. At the beginning of the next school year the trip board will begin with a clean slate starting with the senior bus driver and rotating down the board.
20. All drivers shall receive two hours pay for cleaning their bus at the end of the school year. Two hours will be paid from a time sheet submitted after completion of a yearend checklist and approved by Supervisor or designee.
22. Transportation Committee

The parties agree to the establishment of a Transportation Committee for the purposes of reviewing the efficient and equitable distribution of field trips. The Committee will be comprised of three administrators appointed by the

Superintendent and **five** **three** representatives selected by the Union President to include one or two bus drivers. The Committee shall meet during the first week of June, 2016, and will have full authority to reach final resolution on changes to this Agreement which will be attached via Memorandum of Understanding as an Appendix by no later than August 15, 2016.

ARTICLE 49

SCHOOL CALENDAR - A joint committee composed of four (4) members from GEA, two (2) members from OAPSE appointed by their respective Presidents, and two (2) administrators will meet to develop two (2) draft calendars for the subsequent school year. Draft calendars will be prepared by December 15 to allow vote by both memberships by secret ballot. All votes will be counted by the Calendar Committee. The calendar with the majority vote will be recommended to the Board of Education.

ARTICLE 50

ME TOO CLAUSE - In the event that the Galion Education Association (GEA) settlement of wages, steps, and employee contribution towards the insurance premium results in a more favorable settlement to those employees than that received by OAPSE Local #370 under this Agreement, an adjustment will be made in this Agreement which will provide OAPSE Local #370 with the same compensation package.

ARTICLE 51

BOARD RIGHTS - Except as specifically abridged, delegated, granted, or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other personnel in management all powers, rights, authority, duties, and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio and of the United States.

ARTICLE 52

CLASSIFIED EMPLOYEE EVALUATION

- A. The Galion City Schools have a responsibility to strive for excellence in their programs and personnel. The manner by which personnel perform their duties and meet their responsibilities may determine the degree of success of school programs. The insight and growth of each staff member resulting from participation in this evaluative process may be more significant than the process itself. Evaluation should be a continuous, cooperative enterprise between evaluatee and evaluator, and should be addressed to performance improvement. The copy of this evaluation shall be kept in the employee's personnel file.

B. Evaluation Procedures:

1. The administration will evaluate all employees on an annual basis, **within each employee's individual contract year.** ~~and in the following situations:~~
 - a. ~~first year employees in the District;~~
 - b. ~~employees in a new job classification;~~
 - c. ~~employees whose performance is deemed in need of evaluation.~~
2. Instructions:
 - a. Three (3) copies of this evaluation will be made. Copies go to the central office, employee and evaluator.
 - b. The evaluator will discuss the evaluation with the employee before the evaluation goes to the central office.
 - c. The employee will sign the evaluation to acknowledge receipt and a conference.

ARTICLE 53

EMPLOYEES' RECORDS

- A. The District Treasurer shall be responsible for the maintenance of employee records, but he/she may delegate ministerial duties to other central office staff.
- B. Access to and making of copies of employee records shall be governed by the law of Ohio except that employees shall be entitled to copies of their own records without charge.
- C. Anonymous letters or material will not be placed in an employee's file. In addition, employees have the right to dispute the accuracy, relevance, completeness or timeliness of documents in his/her personnel file and to submit a reply or explanation to any document, if submitted within ten (10) days of the employee's receipt of such document.
- D. Employees may have access to their file during regular central office business hours outside of his/her regular work day.

- E. Disputes over the content of an employee's personnel file are subject to the grievance procedure of this Agreement.
- F. Letter of reprimand, suspension, disciplinary action, and derogatory material shall not be used as grounds for disciplinary action after 36 months following the date of the incident, unless there has disciplinary action for the same or similar conduct during that period.

ARTICLE 54

BACKGROUND CHECKS

For the safety of our staff and students, all members shall file required BCI/FBI record checks with the Board as required by law. Any member, who is not in compliance by the required date, shall be placed on an unpaid leave of absence until these records are filed. Any member, who completes the required background check by June 25 and does not receive his/her results, shall continue to work beyond the required date until such time as the results have been received.

The cost of the BCI and FBI background checks required by HB 190 shall be paid directly by the Board to the provider on behalf of employees in all classifications at the board specified location. The cost of the BCI and FBI checks will only be paid every four years for educational assistants and paraprofessional tutors upon renewal of his/her four year certificate.

Time will be given during the workday for twelve month employees only to complete their BCI/FBI checks when required.

ARTICLE 55

DURATION

- A. The provisions of this Agreement establish certain rights and benefits for the Union and its employees which shall only be coextensive with the terms of this Agreement and these rights and benefits shall cease and terminate upon the termination date of this Agreement.
- B. This Agreement shall become effective on July 1, 2015, and shall remain in full force and effect through June 30, 2016.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed this _____ day of _____, 2015.

GALION CITY SCHOOL DISTRICT
BOARD OF EDUCATION

ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL #370

President

President

Superintendent

Designated Representative

Treasurer