

**NEGOTIATED AGREEMENT**

**of the**

**XENIA COMMUNITY CITY  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**XENIA EDUCATION  
SUPPORT PROFESSIONALS**

**July 1, 2015 - June 30, 2018**

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## **PARTIES TO AGREEMENT**

This Agreement is by and between the Xenia Education Support Professionals (XESP), an affiliate of the Ohio and National Education Associations (hereinafter referred to as the “Association”) and the Xenia Community Schools Board of Education (hereinafter referred to as the “Board”).

## **ARTICLE I – AGREEMENT**

### **Section 1.01 Recognition**

The Board recognizes the Association as the sole and exclusive negotiating representative for all employees in the bargaining unit. “Bargaining unit” shall mean: All full-time and regular part-time non-certificated employees including all job classifications listed herein excluding Treasurer’s office bookkeepers, certificated staff, confidential employees, including secretary to Superintendent, secretary to Treasurer, Personnel Office secretary, Personnel Specialist/Technician, secretary to Coordinator of Pupil Personnel, secretary to Director of Business & Technology and secretary to Supervisors of Curriculum, substitutes, building administrators, coordinators, and administrators. Coordinators and Supervisors as used in this contract shall mean those administrators who are responsible for making recommendations to the administration or Board to hire, fire or discipline employees. “Employee” means persons included in the bargaining unit.

### **Section 1.02 Representation**

No other employee group or labor organization shall be recognized or permitted to engage in representation of employees. However, this will not preclude an individual employee or his/her retained legal representative from presenting grievances on his/her own behalf or appearances at Board meetings.

### **Section 1.03 Nondiscrimination**

The Board and the Association will not discriminate against any bargaining unit employee on basis of race, religion, creed, color, age, sex, national origin, handicap, marital status, sexual orientation, gender identity, gender expression, veteran’s status, political affiliation, membership or non-membership in the Association or participation or non-participation in the activities, including negotiations or grievances of the Association.

### **Section 1.04 Saving Clause**

- A. In the event a provision of this Agreement is found contrary to federal law or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provisions shall be null and void. All other provisions of this Agreement, which are not found in conflict with any applicable

federal law or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.

- B. If, during the term of this Agreement, there is an amendment to or new enactment of any federal, state, or local law, or valid rule or regulation adopted pursuant thereto which invalidates any provision of this Agreement, the parties will meet within twenty (20) days to determine the extent, if any, to which changes must be made.

Section 1.05 Total Agreement

- A. The parties to this Agreement agree that there has been a full and complete discussion of all proposals and that there are no other understandings than those contained herein.
- B. The terms and procedures contained in this Agreement are fair and adequate to adjust disputes and differences between the parties, and thus for the duration of this Agreement the Board will not lock out any bargaining unit employees and neither the Association nor its officers or members will cause, engage in, instigate, authorize, or give leadership to any slowdown, work stoppage, strike or job action.

Section 1.06 Management Rights

Nothing in this Agreement changes the governmental authority of the Board to manage, control and direct all employees under and pursuant to the laws of the State of Ohio except as limited by terms of this Agreement.

The Board, on its behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws of the State of Ohio and/or the United States, including the management and control of the school properties, facilities, grades, and courses of study, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The Board may dismiss any employee by affording him/her all rights under ORC 3319.081 and/or ORC 124.34 and due process rights under Cleveland Board of Education v. Loudermill, (470 US 532).

Section 1.07 Appointment Authority

- A. The Director of Business and Technology has the primary responsibility for the selection of non-certificated staff members. The Director of Business and Technology shall recommend to the Superintendent of Schools.
- B. The Superintendent of Schools shall nominate all employees of the Xenia Community School District.

- C. All nominations must be approved by the Xenia Community City School District Board of Education in order to be effective.

## **ARTICLE II – GRIEVANCE PROCEDURE**

### **Section 2.01 Definitions**

- A. A “grievance” is a complaint involving the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and Association.
  - 1. If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the statutes of the state of Ohio or the United States for review or redress of a specific matter (such as Worker’s Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission), such matter may be a grievance provided it falls within the definition of a grievance in Section 2.01 A. If the employee chooses to seek remedy through an administrative agency, the employee shall forfeit his/her right to process a grievance, if any. If the employee chooses to seek remedy through a grievance procedure, the employee shall forfeit his/her right to seek a remedy through an administrative agency, if any.
- B. A “grievant” shall mean a person or group alleging that some violation, misinterpretation or misapplication of the aforementioned agreement adversely affected their rights under the agreement. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group. The Association shall have the right to file a grievance if it is a group grievance.
- C. “Days” shall mean regular work days, Monday through Friday, exclusive of holidays.

### **Section 2.02 Rights of the Grievant and the Association**

- A. A grievant may appear on his/her own behalf at Step I or may be represented at all steps of the grievance procedure by the Association, or by counsel, or by any other person of their choice, provided twenty-four (24) hours advance notice is given, except that they may not be represented by an officer or employee of any employees’ organization other than the recognized Association.
- B. The Association shall receive notice of each meeting held to resolve the grievance, be in attendance at all steps of the grievance procedure and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.
- C. The fact that an employee files a grievance shall not be recorded in their personnel file nor in any file used in the transfer, assignment, or promotion process; nor shall such a fact be used in any recommendation for reemployment

or recommendation for other employment; nor shall the grievant, the Association, its officers or Administration, be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. If a grievance appears to arise from the actions of an authority higher than the coordinator/building administrator of a school and affects a group or class of employees, or is concerned with a system-wide policy, it may be submitted at Step II described below.

- D. All parties agree that proceedings shall be kept as confidential as is appropriate.

Section 2.03 Time Limits

- A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- B. If an employee does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision of a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- D. All notices of hearings and dispositions of grievances shall be mailed by registered or certified mail, with return receipt requested, with the date of mailing or postmark and date of receipt recorded thereon or hand delivered. Written grievances and appeals shall be deemed to be received or hand delivered one day after postmarked or the date received and the initials of the official shall be recorded thereon if hand delivered.
- E. In the event a grievance is filed after June 1, of any year, and strict adherence to the same limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- F. All proceedings of the grievance procedure shall be held at a mutually agreeable time.
- G. All other grievances submitted after June 1 of a school year shall be processed at a time mutually agreeable to the parties in interest, but no later than the beginning of the next school term.

## Section 2.04 Grievance Procedure - Informal Procedures

If an employee believes there is a basis for a grievance, he/she must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally. The grievant may be represented by a person of his/her own choosing.

A grievance may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board or terms of this Agreement.

Step One If the grievance is not resolved within five (5) days of such informal meeting, he/she may present his/her formal claim by submitting a completed Grievance Report Form, Step One, in duplicate, which form is set forth in Appendix A. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies, and/or rules allegedly violated, and the relief sought shall be submitted by the employee to his/her immediate supervisor and Director of Business and Technology. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor and Director of Business and Technology shall meet with the employee in an effort to resolve the grievance. The immediate supervisor and/or Director of Business and Technology shall indicate his/her disposition of the grievance within three (3) school days after such meeting by completing Step One of the Grievance Report Form and returning it to the employee. The Association and the Superintendent shall receive a copy as to such disposition of the grievance.

Step Two If the employee is not satisfied with the disposition of the grievance in Step One or if no disposition has been made within the above time limits, the grievant and/or the Association shall complete Grievance Report Form, Step Two, and within five (5) school days submit the grievance to the Superintendent. Within five (5) school days of receipt, the Superintendent shall meet with the grievant and/or the Association representative. Within three (3) school days of this meeting, the Superintendent shall indicate in writing the disposition of the grievance by completing a portion of Step Two and forwarding it to the employee and the Association President. If the Association is not satisfied with the disposition of the Superintendent, then the Association shall within fifteen (15) days, submit to Step Three.

Step Three

- A. Within fifteen (15) days the Association may notify the Superintendent that they are not satisfied with his/her disposition, and that they have the right to submit the grievance to arbitration.
- B. Upon sending the notification of the Demand for Arbitration, the Association will submit a request to the American Arbitration Association (hereinafter "AAA") to provide the parties with a



panel of eleven (11) arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the alternate strike method. Either party may reject one list submitted by AAA. The Board and Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding that the arbitrator directs be paid or incurred or the parties agree to share. Each party will be responsible for the fees and expenses of its own representatives. The AAA's rules shall be applicable to any proceedings before an arbitrator.

- C. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, Association and grievant. If it is claimed that any matter filed as a grievance is not a grievance as defined in this Agreement, then such issue shall be decided by arbitrator's ruling prior to any hearing or ruling on the merits of the grievance. All hearings regarding the grievance shall be held in accordance with the rules and regulations of the American Arbitration Association.
- D. The decision of the arbitrator shall be presented to both parties within thirty (30) days after the closing of the hearing.
- E. The arbitrator shall not have the power to add to, subtract from, or modify the terms of the Agreement, and shall only have the authority to interpret the provisions of this Agreement as the same relate to the grievance.
- F. Neither party will be permitted to assert in any arbitration proceeding any grounds or to rely on any evidence not previously fully disclosed to the other party.

Section 2.05 Additional Information With Respect to Processing Grievances:

- A. A grievance may be withdrawn at any level without prejudice, by the individual or the Association.
- B. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- C. If the employee does not abide by the time limits set forth, he/she forfeits the right to continue to the next step of the grievance procedure. If the administration does not abide by the time limits set forth, the employee filing the grievance may proceed to the next step.
- D. Mutually agreed informal meetings between all parties involved in the grievance

may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.

- E. If any grievance is not initiated at Step I within twenty (20) days after the grievant with reasonable diligence should have known of the event or condition upon which the grievance is based, the grievance is considered waived.
- F. If a grievant takes court action or other administrative appeal on the grievance, the grievance processing shall be stopped and the grievance will be considered as abandoned by the grievant.

## **ARTICLE III – NEGOTIATION PROCEDURE**

### **Section 3.01 Negotiation Guidelines**

- A. Either the Board or the Association may send a letter to the other party to request the opening of negotiations between 120 and 90 calendar days prior to the expiration of this Agreement.
- B. A first meeting of bargaining teams from the Board and the Association will meet to discuss the negotiating process. The exchanging of proposals by both parties will take place with explanations of each issue.
- C. A second meeting will be held to sign off on as many items as possible.
- D. After the second meeting each party will endeavor to reduce their proposals to no more than fifteen (15) topics each. This list must be submitted to the other party within five (5) working days. No additional items may be added after this exchange.
- E. Preparation time begins. It is important that each party comes to the next session totally prepared.
- F. A three-day session is scheduled. The meeting place and time will be mutually acceptable to both parties.
- G. At the three-day session, the schedule will be determined by the parties. Actual negotiation times may vary depending upon the circumstances.
- H. All items not tentatively agreed at 3:00 p.m. on the third day may be submitted to the Federal Mediation and Conciliation Services (F.M.C.S.) for mediation.
- I. If a settlement is not reached using a Federal Mediator within thirty (30) days after the third day of the three-day bargaining session, the Association may exercise all rights under ORC 4117.14D.2.
- J. The parties agree that this shall serve as their mutually agreed dispute resolution procedure and shall supersede the dispute resolution found in ORC 4117.14 except those rights specifically preserved in this Agreement.

### **Section 3.02 Definitions**

- A. “Negotiations” shall mean good faith negotiations between the Board and the Association, with respect to wages, fringe benefits, hours, and working conditions.
- B. “Good faith negotiations” means the mutual obligation of the Board and

Association to meet at reasonable times and confer in good faith with respect to professional negotiations provided, however, that such obligation does not compel either party to agree to a proposal or require the making of a concession.

Section 3.03 Proposals and Counter-Proposals

All proposals and counter-proposals, if any, shall be in writing. If the presenting party deems it necessary, data or information shall be presented on any item being negotiated.

Section 3.04 News Media

Negotiations will be confidential and in executive sessions. No news releases will be made to the media except by mutual agreement of the parties.

Section 3.05 Protocol

No action to coerce, or censor, or penalize any negotiating participant shall be made or implied.

Section 3.06 Negotiation Teams

The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed five (5) members each. All negotiations shall be conducted exclusively between said teams.

Section 3.07 Consultant

In addition to said teams, each team shall be authorized to admit one (1) consultant to such meetings. A Consultant may interchange with members of the team as may be desired by each team.

Section 3.08 Use of Consultant

Each team is privileged to call upon consultant(s) or those resource people necessary to present its case.

Section 3.09 Power and Authority

While no formal agreement shall be executed without ratification by the parties, and thereafter adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Section 3.10 Record of Proceedings

Items which are tentatively agreed to shall include the initials of both parties and the date

of the tentative agreement.

Section 3.11 Agreement

When a negotiated agreement is reached, it shall be reduced to writing and submitted for ratification to the Association and then to the Board for adoption. When adopted, it shall be signed by the respective presidents and negotiating team members and shall be entered into the official minutes of the Board. Thereupon, the negotiated items shall supersede any conflicting Board policy or administrative regulation for the duration of the term of the negotiated items.

Section 3.12 Amendments

This agreement shall be subject to amendment or amendments by negotiations between the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

Section 3.13 Status During Disputes

The parties hereto agree to adhere to state law with respect to strikes and other forms of work stoppage.

Section 3.14 Interim Bargaining

If bargaining is required by law on any matter during the term of this agreement, the Board and the XESP shall bargain on such matter(s) as required by law.

If such bargaining does not result in an agreement being reached after a reasonable period of time, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service to assist the parties in such interim bargaining.

## **ARTICLE IV – WORKING CONDITIONS**

### Section 4.01 Evaluation Policy

#### A. Evaluation Principle

The purpose of an evaluation is (1) to assess an employee's work performance (2) to help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the district educational program and (3) to constitute the basis for personnel decisions.

#### B. Evaluation Form

The performance of each employee shall be evaluated in writing by the Building Administrator and/or immediate supervisor on the appropriate form included in Appendix B.

#### C. Probationary Evaluation

An attempt will be made to meet the following schedule: A probationary employee shall be evaluated no earlier than fifteen (15) work days after employment and re-evaluated no less than thirty (30) work days prior to the completion of the probationary period. The probationary period shall be ninety (90) work days after the employee's initial employment as a regular employee of the Board.

#### D. Evaluation Form and Job Description

All job descriptions will be posted and kept current on the school district website.

#### E. Evaluation Procedure

1. The evaluation of employees covered by this agreement shall be completed no later than May 15 of each year. The evaluation shall be reviewed with the employee, with a copy given to the employee at the conclusion of the review. Within ten (10) work days, of receipt of the evaluation an employee may present written comments which shall be attached to the written evaluation document. The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee. A copy signed by both parties shall be retained in the employee's personnel file.
2. All meetings and conferences relating to an employee's evaluation shall be conducted by the employee's Building Administrator and/or immediate supervisor, neither of whom shall be a member of the bargaining unit.

Input from the Building Administrator will be provided to the immediate supervisor, if applicable.

3. The parties recognize that the evaluation of an employee is an on-going process, and deficiencies in an employee's performance shall be brought to the attention of the employee immediately or as soon as practical, together with written suggestions for improvement, when it is determined that an employee's performance is deficient. Any problems with employees shall be discussed privately with the employees and his or her representative if the employee chooses.

F. Evaluation of Performance

1. The Superintendent shall require all building administrators and/or immediate supervisor to maintain a scheduled evaluation process for all employees.
2. The building administrators and/or immediate supervisor shall submit evaluation reports for all personnel to the Superintendent each year. The report must be signed by the building administrator and/or immediate supervisor and the employee and included in the personnel file for the employee.

G. Evaluation Committee

There shall be a committee of three (3) employees appointed by the Association President and an equal number of Administrators to review and/or revise the evaluation process and replace those forms in the Appendix of this Agreement. This recommendation will be submitted to the LMC for review. The committee's first meeting shall occur no later than October 1 of each school year if the Association President or the Superintendent deems such a meeting necessary.

Section 4.02 Termination of Employment

Termination of employment will be for just cause and in accordance with O.R.C. §3319.081. The terminated employee shall be granted appeal privileges as contained in the Grievance Procedure of this Agreement.

Section 4.03 Reduction in Force

- A. Whenever the decision is made by the Board to reduce the total number of employees in a job classification, employees shall be laid off on the basis of district seniority within their job classification as outlined in Article 4.03 (c) with the least senior person laid off first. If further layoffs are necessary, the next least senior employee shall be laid off, and so on until the layoff is completed. In suspending contracts due to layoffs, should two or more employees have equal

lengths of service beginning with the date of the first day of work as a contracted employee, then the earliest day of work as a contracted employee, then the earliest date of the Board meeting at which the employee was employed shall prevail. If still tied, the earliest date on the employees' most recent application form shall prevail. If still tied, the names of the employees to be laid off shall be drawn by the Superintendent or his/her designee with the XESP President in attendance as witness. The employee's name drawn first shall be first listed, and so forth.

Any employee designated for layoff or reduction in hours may exercise their classification seniority rights to displace the least senior employee with equal or less hours in accordance with paragraph C below.

An employee who is impacted mid-year by an elimination of his/her position (i.e., a 1:1 aide has his/her student leave the district) shall exercise their classification seniority rights to displace the least senior employee with equal or less hours in accordance with paragraph C below. If there is a vacant position, that position will be filled first prior to bumping.

- B. Bumping by displaced employees shall be based upon district seniority within a classification, by daily hours and certification. Employees who are displaced by layoff who held a regular contracted position in another classification within the last ten (10) school years, and who have had previous successful service, may exercise their system seniority rights, subject to passing a qualifying test, and return to their most recent former classification if there is an employee in that classification with less system seniority and if the employee seeking to displace another employee possesses, at the time of electing to displace, current and valid certifications and/or licenses for the position. Upon re-entry into a former classification, the employee shall assume the duties of the displaced employee, and be placed on the appropriate salary step in the new classification based on district service.

The Board may, in its discretion, suspend a portion of an employee's employment contract in accordance with §3319.172.

- C. Job Classification for R.I.F. Procedures

For the purposes of defining classifications pursuant to layoffs only, the following classifications shall be recognized, with bumping in descending order:

Food Service

Cafeteria managers with ServSafe

Food Service Truck Driver with SNA prior to March 1, 2006

Food Service Truck Driver without SNA

Cook with SNA certification prior to March 1, 2006

Cook without SNA



Assistants

All Asst. with NCLB or equivalent

Inter-school mail truck driver

Secretary/Clerical

Children with disabilities data specialist

Secretaries

Bookkeepers

Publications technician

Central Office Receptionist

Interpreter

Interpreter for hearing impaired students

- D. In recalling employees on layoff, such employees shall be recalled on the basis of classification seniority in reverse order of layoff. If the employee does not respond to the certified mail recall notice within five (5) working days, the employee shall be considered terminated. The laid off employee shall be responsible for providing the administration with a current mailing address. One refusal for re-employment releases the District from any further responsibility to rehire the laid off employee.
- E. An employee on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff. In that period, the District shall hire no new employees nor promote current employees into that layoff classification until laid off employees have been offered re-employment. Employees who wish restoration shall keep their current address on file with the Treasurer of the Board. Employees who do not respond to a recall notice for five (5) school days (or ten (10) calendar days when school is not in session) after receipt of notice by certified mail (or if such notice is returned undelivered) shall forfeit all rights to restoration.

Section 4.04 Discipline

- A. An employee's supervisor or principal has the right to discipline the employee. Such disciplinary action may include first a verbal warning and secondly a written warning. The verbal warning will be private or with the employee and his/her representative.
- B. The Superintendent has the right to discipline employees. Disciplinary actions could result in suspension with or without pay, up to and including a recommendation for termination under O.R.C. §3319.081. See Section 4.02.

#### Section 4.05 Suspensions

Suspensions of three (3) days or less and reprimands shall not subject to the grievance process.

For suspensions of more than three (3) days the following procedure will be followed:

1. Notice - The notice shall be presented to the employee in writing, stating the reasons(s) for said action. A hearing shall be held no sooner than forty-eight (48) hours or later than five (5) working days from the date of receipt of the written reason(s).
2. Hearing - The Superintendent or his/her designee shall conduct the hearing, if requested. The employee shall receive the written disposition within five (5) working days from the date of the hearing.
3. Rights of Employees - All bargaining unit members shall have the right to representation. In the event a bargaining unit member wishes to challenge a suspension of more than three (3) days, said member shall have a right to redress said action through the provisions of Article II of this Contract (GRIEVANCE PROCEDURE).

#### Section 4.06 Negotiated Agreement

- A. The Negotiated Agreement is available to all employees online at no cost to the employee along with a brochure explaining Fair Share Fee. A complete and current copy of the collective bargaining agreement, all appendices, MOU's and any other parts of the negotiated agreement will be posted by the District on the District website within ten (10) work days of the ratification/approval of contract changes or additions.
- B. Regular employees may obtain a copy of the Xenia Community City School District Policy Book online.

#### Section 4.07 Personnel File

- A. Non-certificated personnel are to have access to their personnel files, including salary information, during regular working hours, with the exception of original employment documents.
- B. Records are to be complete and shall include items as requested by the Xenia Community City School District, and required by state law.
- C. Negative material properly placed in an employee's Personnel File shall be expunged from an employee's personnel file after two (2) calendar years at the request of the employee if there has been no other discipline imposed during the

past two (2) years in accordance with the Xenia Board of Education Record Retention Policy or the State's Record Retention Policy. Employees will be given a copy of any written material placed in their Personnel File.

- D. No material shall be placed in the personnel file prior to the employee receiving a copy of the material at no expense to the employee.
- E. If the employee feels material that has been placed in his/her file is irrelevant, untimely, incorrect or incomplete then the employee shall have the right to request, in writing, that the material be removed.
- F. The employee shall have the right to place a rebuttal in the file to any information he/she feels is not appropriate or correct.
- G. If any member of the public requests to see an employee's file, the employer and employee shall have the right to be present when the person reviews said file.

#### Section 4.08 Complaint Procedure

- A. A complaint concerning an employee's behavior or service while in the performance of employment duties must be reduced to writing by the building administrator and/or immediate supervisor.
  - 1. If such complaint is to be made a part of the employee's Personnel File, the employee will be given a copy and the right to submit a written rebuttal within ten (10) working days of receipt of the copy. Complaints will be removed after twenty-four (24) months at the request of the employee, if no further infractions occur.
  - 2. If such complaint is to be considered as a matter of discipline including suspension or demotion, the employee shall receive a copy of the complaint(s), and be advised of the considered discipline.
- B. If the complaint is forwarded to the employee, the employee's representative, the building administrator and/or immediate supervisor, and the person filing the complaint may meet to discuss the complaint. If any party is not happy with the resolution of the complaint, that party shall have the right to request a meeting with the Superintendent. The meeting with the Superintendent shall be held within ten (10) working days from the date of the request. The Superintendent shall provide written notification to all parties of the time and place of the meeting. Each party shall have the right to representation of his/her own choosing.
- C. In the event the complaint is to be made a part of the employee's Personnel File, the entry of the material will be made in accordance with the personnel file policy of this agreement.

#### Section 4.09 Employee Personnel and Student Records

The Superintendent of Schools is appointed the custodian of both pupil and personnel records on behalf of the Board of Education. None of such records or information within such records may be released in all or in part without compliance by the person requesting release with all applicable privacy laws. The Superintendent of Schools may delegate to other administrators the function of complying with requests for such records after taking proper steps for determination of the validity of the request, and the necessity that the school district comply with it.

No employee shall release any information from the contents of a pupil or personnel record other than information contained in Board of Education minutes or other public documents. This prohibition does not apply to the release of information authorized by a parent or to an education institution upon request.

#### Section 4.10 Required Training & Classes

CPR and CPI classes and other classes required by the Administration will be offered at least one time per year as an inservice. The Board will make reasonable efforts to schedule some training opportunities during the Teacher Development Day and/or waiver days, if possible. The Board shall make available to employees all training required in an employee's job description once a year. This training shall be at the employee's cost.

The Board shall pay on time sheet those employees impacted by the Professional Standards for ALL School Nutrition Program Employees published in March of 2015. The trainings will be at the cost of the employee.

Any required trainings through online training programs shall be allowed during Teacher Development Days and/or Waiver Days.

#### Section 4.11 Criminal Background Check

The Board shall conduct a criminal records check of prospective new employees in the manner prescribed by law and at the applicant's cost. A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the administration or the Board.

## **ARTICLE V – SENIORITY, VACANCIES AND TRANSFERS**

### **Section 5.01**

#### **A. Definitions**

1. “Continuous service” is that time period of unbroken continuous employment from the date of initial employment or most recent reemployment after a break in continuous service and shall include all time on sick leave, leave of absence (including military) approved by the Board, and disability retirement up to five (5) years.
2. “Break in continuous service” shall mean a termination of continuous employment due to resignation, retirement for other than disability reasons, contract non-renewal or termination, or failure to return to work at the expiration of any leave of absence.
3. “Vacancy” shall mean an open assignment resulting from Board action to terminate or accept the resignation of an employee, death, retirement, transfer to another position or creation of a new assignment. The Board reserves the right not to continue a position that is no longer required. The Board will provide an explanation to the Association that the position is no longer necessary. All vacancies will be filled within ninety (90) days from the date the position is vacant. If the position is not filled within ninety (90) days the Board will give notification that the position that is vacant will be eliminated.
4. “Lateral transfer” means to transfer to another position within the same class/classification.
5. “District Seniority” and “District Seniority List” shall mean the length of an employee’s continuous service within the District from the beginning date of the most recent date of hire on a regular contract, then the earliest day of work as a contracted employee, then the earliest date of the Board meeting at which the employee was employed shall prevail. If still tied, the earliest date on the employees’ most recent application form shall prevail.
6. “Classification Seniority” shall mean the length of an employee’s continuous service within a particular classification from the beginning date of the most recent date of hire on a regular contract, then the earliest day of work as a contracted employee, then the earliest date of the Board meeting at which the employee was employed shall prevail. If still tied, the earliest date on the employees’ most recent application form shall prevail.

7. "Date of hire" shall mean the date the Board takes action on the initial contract or the date of beginning employment on the initial contract as designated in the Board minutes whichever is earlier.

B. The Superintendent shall cause the posting on the District's website and via email for five (5) working days for all vacancies in the non-certificated service.

Vacancies shall be filled with qualified applicants as determined by tests developed by the Board-Association Committee and administered by the Administration, except for Assistants.

A qualified applicant must demonstrate a score on the specific job assessment test of at least 85%. The Administration may administer the test to individuals not employed by the Board if there are less than three (3) qualified internal applicants. From the top three (3) scores, the Administration shall select a candidate and seniority is a consideration.

Lateral transfers within a classification shall be by district seniority and no test shall be required unless the skills required for the vacancy are different from the employee's current position as determined by the Administration. The Administration shall provide a written statement of such a determination to the XESP President and employee.

Employees are not eligible to apply for open positions until after the 60th calendar day after their 'date of hire', or after their transfer date to their current position.

C. 1. The employee's request to be transferred to such vacancy which is addressed to the Director of Business and Technology shall list the training, experience and skills possessed which qualify the employee for the vacancy. In considering requests for transfer, the most senior applicant will be awarded the assignment if their work record, training and skills are equal to or greater than that of other applicants presently employed. However, it is expressly understood that a request for transfer may be denied if in the opinion of the Superintendent or Director of Business and Technology the transfer is not in the best interest of the effective and efficient operation of the buildings within the District. Such reasons for denial shall be provided to the employee.

2. In the event of a promotion to another position, the employer and employee reserve the right, within a five (5) day work period, to initiate the return of the employee to his/her former position. During such five (5) day probationary period, the employee will only receive the wage rate of his/her former position. An employee shall only be able to return back to his/her former position once per contract year. The employee shall retain all previously accumulated seniority, provided the position vacated by the employee is still being utilized. The Board shall have the right to fill the

vacated position with substitute personnel during this probationary period.

- D. If no one within the bargaining unit applies for an open position, the Board shall have the right to employ anyone for the vacancy.
- E. Requests to fill a vacancy will not be honored during a reduction in force situation. After the filling of a particular vacancy all such requests for transfer will be considered void until such time as a further posting or subsequent posting should be made.
- F. The Superintendent may furthermore make an involuntary transfer for the convenience and necessity of the school district after a meeting between the employees, the employee's representative, if requested by the employee, and the Superintendent and/or his/her designee explaining the reasons for such transfer.
- G. Postings during the summer months will be electronically posted on the District's website and emailed to District assigned emails to addresses of all classified staff.

## **ARTICLE VI – LEAVES OF ABSENCE**

### **Section 6.01 Sick Leave**

#### **A. Cumulative Sick Leave**

1. All employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month. In regard to promotions, accumulated sick leave transferred to the new position shall be pro-rated based upon the difference in hours worked per day.
2. Sick leave will accumulate to a maximum of three hundred twenty-four (324) days.
3. At the beginning of the school year, employees who have no accumulated sick leave shall be advanced up to five (5) days upon written request. (Provided that the employee shall not accumulate any further sick leave until such advance has been accrued as provided in paragraph one.)
4. Upon written request, an employee who has exhausted accrued sick leave during a school year shall be advanced either ten (10) days or the amount which may be accumulated during the remainder of that school year, whichever is less. It is understood that employees advanced sick leave shall not accumulate any further sick leave until such advance has been accrued as per the first paragraph hereof.
5. Days of sick leave accrued shall be credited to the amount for each employee on the last day of the month.
6. Sick leave earned in the State of Ohio shall be transferred (and credited) pursuant to O.R.C. §3319.141.
7. Sick leave may be utilized in 1/4 day increments regardless of the length of the work day on which the employee is absent and utilizes sick leave.
8. Regardless of the number of hours an employee is scheduled to work on a specific day, if the employee is absent the entire time scheduled, he/she shall be viewed as using one day of sick leave.

#### **B. Sick Leave Bank**

Eligibility for enrollment in the Sick Leave Bank is open to new hires and current employees who have not previously retired.

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their



accumulated sick days, personal days and vacation days, if applicable, and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SBC).

Eligible members may enroll in the Sick Leave Bank during the month of September of each school year, or during the first thirty (30) days of employment.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank immediately and every September thereafter unless the Sick Leave Bank balance carryover exceeds 500 days. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SBC of his/her intent to withdraw.

1. Sick Leave Bank Committee shall be composed as follows:
  - a. The Director of Business and Technology.
  - b. Three members appointed by the XESP President.

The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer and to the participants, where appropriate.

Decisions of the SBC are final and all Sick Leave Bank information is strictly confidential.

The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

2. General Procedures
  - a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

- b. Allotments will be limited to use for personal illness and serious illness in the immediate family as defined in Section 6.01(C)(2) of this Agreement. A doctor's statement is required with the application in order for the request to be considered.
- c. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances, personal days and vacation days, if applicable, and after ninety (90) days from the date of enrollment. The 90-day requirement does not apply to an employee in his/her first year of employment with the Board. If a member has other employment outside of the Xenia Community City School District at the time of an application, the member is ineligible to participate in the Bank. Outside employment of an employee while he/she uses an allotment from the Sick Leave Bank shall be taken into consideration by the SBC when considering an application for an allotment.
- d. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
- e. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed sixty (60) days per school year. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period. Requests for renewal shall not exceed sixty (60) days for a school year and shall be automatic for those employees who are in the process of securing a disability retirement, until such retirement has been granted or denied. Upon denial of disability retirement, said employee must resubmit all necessary paperwork, along with a timely doctor's statement ascertaining that the employee is not able to return to work, to the committee for consideration for granting more sick leave bank days.
- f. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
- g. Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.

- h. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits.
- i. Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
- j. When the total number of days in the Sick Leave Bank exceed 500 days, the SBC will not accept any additional days until the next September or at such a time the conditions in paragraph (i) occur, whichever occurs first.
- k. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

C. Use of Sick Leave

- 1. If an employee has an unused balance of accumulated sick leave and if the employee is absent due to personal illness, injury, pregnancy, exposure to contagious disease and illness, injury or death in the immediate family, the employee is entitled to full pay for each day (1) or one quarter (1/4) day of absence for which there is an equal amount of unused accumulated sick leave.
- 2. Immediate family is defined to mean a current spouse, parents, parents-in-law, children, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, grandchildren, or any legal dependent residing in the employee's home.
- 3. An employee may use accumulated sick leave for an absence due to the adoption of a minor child. In the case of an adoption, the maximum number of days of accumulated sick leave available for an adoption is ten (10), if that number of sick leave days is available to the credit of the employee.
- 4. In the case of death or terminal illness or injury, immediate family shall include aunts and uncles.

D. Cause of Absence - The Board shall require an employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. (O.R.C. 3319.141) The Superintendent of Schools shall have the right to require an employee off work due to sickness, illness, or accident, in excess of three (3) days, to be examined by a physician at the Board's expense and that physician provide a written statement to the Superintendent regarding the basis for the

absence and the employee's fitness to return, while absent from work prior to being permitted to return to work. Working hours lost for such examination shall be paid by the Board. The Board shall require an employee to complete the form upon return from use of sick leave. If requested by the Board, the employee may supply the name, date and time the employee visited a doctor.

E. All employees shall be notified by the building administrator and/or immediate supervisor who to notify if the building administrator or immediate supervisor cannot be reached to report said absence. Employees shall report their absence in a prescribed manner at least one hour prior to their scheduled reporting time, except when said absence is due to an unforeseeable emergency.

F. Sick Leave Incentive Reimbursement

Each employee who has three (3) or less days of chargeable absences against sick leave shall be reimbursed on the following schedule. Any employee who has:

1. No days of sick leave used during the school year shall receive One Hundred Fifty Dollars (\$150.00)
2. One (1) or two (2) days of sick leave used during the school year shall receive One Hundred Twenty-five Dollars (\$125.00).
3. Three (3) days of sick leave used during the school year shall receive One Hundred Dollars (\$100.00).
4. To be eligible, an employee must have been employed for the full school year. Over ten (10) but twenty (20) or less hour part-time employees shall receive one-half (1/2) of the above amounts. Ten (10) hours or less employees shall receive 1/4 of the above amount. If an employee has used any unpaid day off during the school year, he/she is not eligible for any reimbursement.
5. Jury duty or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.
6. Employees on leave for professional improvement, medical leave, assault leave or maternity leave shall not be eligible for this compensation.
7. This incentive pay shall be paid in a separate pay no later than September 1 following the close of each school year that this plan is in effect.
8. For the purpose of this item, hours of leave shall be added to reach the sum total of an employee's regular day. If the sum total of hours does not

reach the sum total of a day it will not be counted as an absence toward this incentive.

Section 6.02 Personal Leave

A. Reasons

Three (3) days per school year may be used to conduct necessary personal business which cannot be conducted outside of school hours, other than professional meetings, upon notification to the Superintendent or his designated representative thirty-six (36) hours in advance of the day/days. In the event of an emergency, the thirty-six (36) hours may be waived if prior notice is given the Superintendent or his representative. Such leave may be taken in one quarter (1/4) or whole-day increments. One (1) additional day may be allowed as approved by the Superintendent.

B. Improper Use

Gainful employment elsewhere and vacation does not constitute proper use of personal leave. Proven abuse or intended misuse of this provision may constitute just cause for dismissal.

C. Personal Leave Incentive Reimbursement

Each employee who has one (1) or less days of chargeable absences against personal leave shall be reimbursed on the following schedule. Any employee who has:

1. No days of personal leave used during the school year shall receive two hundred fifty dollars (\$250).
2. One (1) days of personal leave used during the school year shall receive one hundred fifty dollars (\$150)
3. To be eligible, an employee must have been employed for the full school year, over ten (10) but twenty (20) or less hour part-time employees shall receive one-half (1/2) of the above amounts. Ten (10) hours or less employees shall receive 1/4 of the above amount. If an employee has used any unpaid day off during the school year, he/she is not eligible for any reimbursement.
4. Jury duty or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.

5. Employees on leave for professional improvement, Medical Leave (section 6.08), assault leave or maternity leave shall not be eligible for this compensation.
6. This incentive pay shall be paid in a separate pay no later than September 1 following the close of each school year that this plan is in effect.
7. For the purpose of this item, hours of leave shall be added to reach the sum total of an employee's regular day. If the sum total of hours does not reach the sum total of a day it will not be counted as an absence toward this incentive.

D. Association Use

Three (3) additional personal leave days shall be allowed annually to the Xenia Education Service Professionals Association President or his/her designated representative, and further additional days may be allowed as approved by the Superintendent. Absences from work by the Association President or his/her designee for the purposes of LMC or negotiations shall not require the use of this leave.

E. Exceptional Use

Any employee who experiences travel difficulties and is unable to report to work may submit a claim under Personal Leave which shall be subject to the approval of the Superintendent.

F. Pro-Rated Days

Current employees begin each year with all 3 Personal Business (PB) days available for use. As it can occur, only for new employees or employees who do not work their contracted number of scheduled work days in accordance with their annual contract, they shall have their personal leave days pro-rated to match the employee's length of employment during said school year. If the employee decides to retire, resign, or in any way does not fulfill her contract and has subsequently used all allowed PB days, his/her final pay shall be reduced by utilizing the following schedule:

For the purpose of this provision, the school year (July-June) shall be divided into one month intervals with each interval being worth .25 personal days.

Proration of Days:

Months	Portion of Day	Months	Portion of Day
July	.25	January	.25
August	.25	February	.25
September	.25	March	.25

October	.25	April	.25
November	.25	May	.25
December	.25	June	.25

As an example, if an employee is hired in November and works through the contract year, the employee is entitled, for that initial year, to 2 personal leave days.

If an employee starts the school year but leaves in March, the employee's pro-rated personal leave is 2 days.

Any employee who starts the school year and leaves employment at the end of his/her contracted calendar is not subject to personal leave proration.

Section 6.03 Association Leave

- A. The Association shall be granted twenty-four (24) days per year to conduct Association business. The Association president shall notify the Board Treasurer at least two (2) days prior to the use of the leave of the dates and the names of the employees who will be using the leave. Absences from work by the Association President or his/her designee for the purposes of LMC or negotiations shall not require the use of this leave.
- B. If additional days are needed, the Association will pay for the substitute for all additional days.
- C. Bargaining unit members who are elected to office in the State or National Professional Organization or to any political office of the local, state or national government shall be placed on unpaid leave for the duration of the term and maintain all non-monetary benefits offered under the Contract.

Section 6.04 Court Appearance

In case of an absence from duty and in response to a subpoena in a case in court or administrative hearing where neither the employee nor the Association is a party, the employee shall not have to reimburse any monies to the Board received for appearing in court. An employee will also be paid when subpoenaed as a witness in a suit involving an alleged assault as provided in Section 6.06.

Section 6.05 Professional Leave

- A. An employee who is granted or is requested to take professional leave to attend workshops, conferences, or classes directly related to his/her present assignment shall receive his/her regular compensation for such attendance.
- B. An employee shall submit a written request for professional leave to his/her building administrator and/or immediate supervisor. The request shall be made

on the appropriate form. The form shall include the date(s) of the leave, the place where the employee will be attending and an estimated cost of the leave.

- C. Upon return from the leave, the employee shall submit all receipts for the approved expenses incurred for the leave and a certificate of attendance from the workshop, conference or class attended. The employee shall be reimbursed for said approved expenses within thirty (30) days after the submission of the expenses and certificate of attendance.

#### Section 6.06 Assault Leave

- A. Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board shall grant assault leave to employees absent due to disability resulting from assault under the following conditions:
  - 1. Any employee who must be absent from his or her duties due to physical disability resulting from an assault in the course of and arising out of the employee's employment, while working, on or off school premises before, during or after school hours, shall be paid his or her full scheduled compensation for a maximum period of forty (40) contract days falling in the same school year. Assault leave may be extended with the approval of the Superintendent.
  - 2. Any employee who must be absent from his or her duties due to mental disability resulting from an assault in the course of and arising out of the employee's employment, while working, on or off school premises before, during or after school hours, shall be paid his or her full scheduled compensation for a maximum period of up to three (3) contract days falling in the same school year. The granting of assault leave under section 6.06 is subject to, and within the sole discretion of, the Superintendent.
- B. If permanently disabled, the employee must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, defined in this provision, shall be termed "assault leave."
- C. Before assault leave can be approved, the employee shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.
- D. The Board may require an examination and certificate from a licensed physician



chosen and paid by the Board that the employee was disabled from performance of his/her employment and the extent and duration of such disability.

- E. Falsification of either the written, signed statement of events or circumstances surrounding the assault or the physician's statement may be grounds for suspension or termination of employment under 3319.081 O.R.C. or 124.34 O.R.C.
- F. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the employee is entitled.
- G. The employees are encouraged to file appropriate action against the person committing the assault including criminal charges or civil action, or both, in case of any assault or injuries.

#### Section 6.07 Child Care Leave

- A. Child Care Leave shall be granted to an employee of the Board to care for a newborn child, an adopted or foster placed infant under two (2) years of age, or a child for whom the adoptive or foster agency requires full-time parental care for up to twelve (12) consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Superintendent not later than thirty (30) days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days' notice or in the event of a pre-term birth), advising the Superintendent of the anticipated date of the leave and further advising the Superintendent of the approximate dates that the employee shall commence and end Child Care Leave.
- B. If prior to the date set for the initiation of the child care leave, the Superintendent believes that the employee is medically unable to perform adequately as a result of pregnancy, the Superintendent may request the employee to submit a certification from her obstetrician attesting to her ability to continue working. The employee may return to service after the termination of pregnancy. The Board shall be responsible for all expenses incurred by the employee for any medical examination requested or directed by the Board.
- C. Upon the return to duty, if the time of the leave is no more than six months, the employee shall be returned to his/her same position. If the leave is for more than six months, the employee shall be returned to a position within the same area of classification which he/she held upon taking the leave. The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio. The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leave and if allowable by the insurers.

#### Section 6.08 Medical Leave

Upon written request of the employee, the Board shall grant a leave of not more than two (2) consecutive years of leave for illness or other disability. Upon the return from an approved leave, the employee shall return to the same or similar position held prior to commencement of such leave. However, the Administration must be notified not less than ninety (90) calendar days in advance when an employee intends to resume work after a leave of absence.

#### Section 6.09 Military Leaves

A military leave of absence shall be granted in accordance with O.R.C. §5923.05 and federal laws.

#### Section 6.10 Return from Leave of Absence

Any employee who returns from a leave of absence for a duration of no more than six months shall be returned to his/her same position. If the employee returns after six months, the employee shall be returned to the same or a similar position. However, no bargaining unit member shall be placed in a position for which he/she is not qualified.

#### Section 6.11 Family and Medical Leave Act

- A. The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 (“FMLA”). The parties to this Agreement agree that all benefits guaranteed by the FMLA will be provided to eligible employees covered by this Agreement. Each party shall retain all rights accorded to them by the FMLA.
- B. To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin. The FMLA leave year begins July 1.
- C. Leave Provisions
  - 1. Each eligible employee is entitled to up to a combined total of 12 weeks of unpaid FMLA leave per leave year for any one, or more, reasons as permitted under Federal Law and FLMA regulations.
  - 2. An eligible employee must use other types of accrued paid and unpaid leave for FMLA leave, as permitted by the FMLA.
  - 3. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty

(30) days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.

4. FMLA leave taken for reasons (III) or (IV) may be taken intermittently, when medically necessary. The employee will schedule intermittent FMLA leave with his/her building administrator and/or immediate supervisor so as not to unduly disrupt their work.

D. Protection of employment and insurance

1. The Board shall, if possible, return the employee taking a leave under this Section to the same position he/she occupied prior to the leave.
2. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave.
3. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

- C. The Board shall be provided some verification of the event contained in reasons (I) or (II) specifically verifying the date of the birth or adoption. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reasons (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied.

- D. In order to receive the benefits of FMLA, the requesting employee shall properly, promptly and thoroughly fill out the forms provided by the Board for this or any related leave.

Section 6.12 Insurance Coverage on Approved Leaves

- a. Unpaid leaves of absence shall be requested in a timely manner, are subject to the discretion of the Superintendent or the Superintendent's designee and are unauthorized unless approved by the Superintendent or the Superintendent's designee.
- B. Unauthorized unpaid leaves of absence may subject the bargaining unit member to disciplinary consequences which could include termination of employment.
- C. For approved unpaid leaves of absences of one month or more, the employee may continue on the insurance rolls by paying the total monthly premium due the insurance carrier to the Treasurer's office by the close of business on the 15<sup>th</sup> day of the preceding month of coverage.

- D. Coverage hereunder shall be subject to the same provision of the Master Agreement with the insurance carrier, and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.
  
- E. Employees using unpaid days shall continue on the insurance rolls with all daily pro rata share of premiums being paid by the employee for each day of unpaid leave. All pro-rata shares of premiums shall be paid through payroll deduction. However, this shall not be applicable to employees who are being “docked” as the result of the operation of the sick leave bank.

**ARTICLE VII – WORK DAY, WORK WEEK AND WORK SCHEDULE**

Section 7.01 Work Day

Each employee will work the number of hours stated on his/her individual contract and/or annual salary notice.

Section 7.02 Work Week

- A. The standard work week shall be forty (40) hours for those employees who work an eight (8) hour work day.
- B. Time accrued while on another assignment shall be counted as a part of the work week.

Section 7.03 Work Year

- A. The work year of an employee shall be generally defined by the employee’s job description and specifically defined by the employee’s annual salary notice.
- B. Days at Start of Calendar and at the End

Publications Technician, Central Office Receptionist, Children with Disability Specialist, and certain Secretaries are 12 month employees and the following table is not needed. All other employees shall report at the start of the year and work at the end of the school year based on the table below.

<b>Position</b>	<b>First Day</b>	<b>Last Day</b>
Aides	Follow the calendar (same as teacher)	1 day after students
Aides High School	Follow the calendar (same as teacher)	Last day with students
Preschool Aides	Follow the calendar (same as teacher)	Last day with students
Café Managers	1 day before students	1 day after students
Cooks	1 day before students	Last day with students
Food Truck Driver	1 day before students	Last day with students
Interpreter	Follow the calendar (same as teacher)	1 day after students
Intra Route Driver	10 days prior to start of calendar	12 days after students
10 Month Secretaries	10 days prior to start of calendar	12 days after students

## Section 7.04 School Emergency and Calamity Closing

- A. Where the Superintendent closes the schools and other buildings to all employees, O.R.C. Section 3319.081(G) provides that they will be paid for all regular hours of work lost when such school or building in which they are employed is closed to all employees by the Superintendent due to an epidemic or other public calamity up to five (5) days each school year. Examples of a public calamity include: (a) tornado, (b) flood, (c) ice conditions, (d) snow storm, and (e) other calamity situations as determined by the Superintendent. A public calamity does not include any school building closing to employees necessitated by: (a) fire, (b) power supply interruption or reduction, and (c) lack of fuel or reduction of fuel. Should a regular school or building be closed to all employees by order of the Superintendent due to such an epidemic or other public calamity, any employee required to work and in fact working in the closed employee's building shall be compensated at the rate of two (2) times their regular hourly rate for each hour worked (this means you will get paid for your full day plus any additional hours you work at straight time). The Superintendent has the right to determine if and where employees are to work during times of public calamity or when schools are closed. If only one building is closed, employees from that building can be assigned to other schools.

Any school closures due to an epidemic or other public calamity in excess of five (5) days in a school year may be rescheduled in order to meet student attendance requirements. Twelve-month employees required to report to work on the calamity days that are called after the fifth calamity day and shall not be entitled to additional compensation. Twelve-month employees will not be required to report to work if so advised by the Administration or if there is a Level 3 emergency declared by the sheriff of the employee's county of residence or of Greene County. All other employees will receive the daily pay for those calamity days however the days will be rescheduled and those employees shall report to work with no additional compensation for the rescheduled day(s).

- B. **Blizzard Bags**

All classified staff (except 12 month positions) must make up the equivalent of one work day by keeping track of time you come in before or after your regularly scheduled day (i.e., if you are a 6.5 hour employee, you must track 6.5 hours of extra time you put in). This should be tracked on the form provided each year once blizzard bags are set into place for that year. Note the date range on the provided form for makeup time. The District will not be paying overtime, so employees can only work a maximum of eight hours per day. If you are a new hire that was not here during the winter season, fill out the information on the provided form indicating your date of hire and provide to your principal to sign. Once you have completed your time, you must have your principal sign off that you have done so and return the form to the Business/Personnel Office at the Board of Education Office by the end of the day on the teacher work day (day after students' last day).

Section 7.05 Overtime

- A. The standard work week shall be forty (40) hours and all time over forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) regular pay or compensatory time at the same rates--one and one half hours paid leave for every hour overtime worked. Overtime is calculated when the employee's hours exceed forty (40) hours per week in active pay status, which includes sick leave, vacation leave and paid holidays.
- B. Employees who option for compensatory time in lieu of overtime pay shall have the right to use the compensatory time within one contract year. If the employee does not have the opportunity to use the compensatory time the employee will be paid for compensatory time not used at the end of the contract year. The employee and his/her building administrator and/or immediate supervisor shall mutually agree upon the use of the time.
- C. A minimum of two (2) hours of work shall be guaranteed to a bargaining unit member when he/she reports to work after having left work and then returns after hours or on a non-work day. Salary for this amount of time will be determined by the appropriate salary provision.

Section 7.06 Lunch Period

All full-time bargaining unit members shall have a duty free meal period of thirty (30) consecutive minutes. During this period of time, the employee shall not be responsible for any duties. If an emergency occurs during this period of time, the employee shall be provided an additional thirty (30) consecutive minutes for a meal break. The scheduling of the lunch break shall be accomplished by the mutual agreement of the employee and the building administrator and/or immediate supervisor.

Section 7.07 Rest Breaks

All employees who work for seven (7) consecutive hours shall have a fifteen (15) minute break period before his/her meal period and a fifteen (15) minute break period after his/her meal period. Said periods cannot be used to lengthen a lunch period. The scheduling of a rest break shall be accomplished by the mutual agreement of the employee and the building administrator and/or immediate supervisor.

Section 7.08 Vacation and Holiday

- A. The following paid holidays shall be granted all classified employees:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Years Day

Memorial Day  
Martin Luther King Day  
President's Day  
Good Friday

- B. Classified personnel who are employed on a full-time basis (eleven (11) or twelve (12) months) shall be granted Independence Day, the Day After Thanksgiving, the day before Christmas, the day after Christmas and the day before New Year's Day as paid holidays in addition to the holidays specified in item A.
- C. If the actual holiday listed above falls on a Saturday, the employee shall be released from his/her duties on the preceding Friday. If the actual holiday falls on a Sunday, the employee shall be released from his/her duties on the following Monday.

All classified employees may be granted the following days off without pay: WOEA Day, the day following Thanksgiving (except as stated above in item B.).

- D. Vacation shall be granted to the classified personnel who are employed on a full-time basis (eleven (11) or twelve (12) months) per Section 9.44 O.R.C. as follows:

1 - 5 years service	... 10 days
6 - 9 years service	... 1 additional day each year
10 - 15 years service	... 15 days
16 - 20 years service	... 1 additional day each year
20 years service	... 20 days
22 years service	... 22 days

1. The employee becomes eligible for such vacation on the first day of July (July 1), after each year of service completed, as an eleven or twelve month employee, (July 1 to June 30), according to the above Years of Service/Vacation Days Schedule.
2. A newly hired employee, or current employee transferring to an eleven or twelve month position will be eligible for, and receive, the prorated amount of vacation he/she may have earned from his/her hire or transfer date through June 30 of the subsequent year, or through June 30 of the year of hire, or transfer if hire or transferred between January 1, and June 30 of the year. In the event a nine (9) or ten (10) month employee becomes an eleven (11) or twelve (12) month employee, such employee will receive credit for employment for vacation eligibility purposes or the amount of vacation to which the employee may be entitled by adding the amount of months the employee worked and divide by twelve (12) to determine the amount of years of service for the purpose of accrued vacation.
3. All eleven (11) and twelve (12) month employee's anniversary date for vacation calculation will be July 1st.



4. Vacation days earned after July 1 of the employee's last year of employment, up to the date of termination of employment (retirement, resignation, or death), shall be credited to the employee at the time of termination of employment.
5. The employee's vacation anniversary date shall become July 1st of each year, (from July 1 to June 30). The employee's anniversary hire date used to calculate, retirement, seniority, or other issues, remains intact.

Upon the recommendation of the building administrator and/or immediate supervisor and the approval of the Superintendent or the Superintendent's designee, earned vacation may be authorized at any time, except one (1) week prior to and immediately following the opening and one (1) week prior to and immediately following the closing of the school term except central office personnel who may apply for vacation at any time following the current procedure.

Employees who are eligible to have vacation may carry-over up to ten (10) days of unused vacation into the next year (July 1 through June 30). The number of carry-over vacation days in any year shall not exceed ten (10) days.

In the event the Superintendent denies the employee his/her request for paid vacation time, the employee shall be presented written reason(s) for the denial and have the right to either be paid or carry the vacation time forward. The request for the leave shall be made no less than fifteen (15) days prior to the request for leave, unless in case of emergencies.

#### Section 7.09 Job Descriptions

Each employee in the bargaining unit shall be expected to perform the services as set forth in his/her job description. XESP President and Vice Presidents will be provided any proposed changes in job descriptions or any new job descriptions. Any new or changed job descriptions will be immediately emailed to affected employees and the Association President and posted on the District website.

## **ARTICLE VIII – CLASSIFIED STAFF SALARY SCHEDULE**

### **Section 8.01 Basis of the Schedule**

- For 2015-2016:       -- 3% base increase  
                              -- Up to 5 steps based on years within the district
- For 2016-2017:       -- 3% base increase  
                              -- 1 step
- For 2017-2018:       -- 3% base increase  
                              -- 1 step

### **Section 8.02 Placement on Salary Schedule**

Each employee shall be placed on the appropriate step of the salary schedule (Appendix C) and in the proper classification. The Superintendent shall grant experience for prior years of service to the Xenia Board of Education either on regular contract or as a substitute if the employee worked 120 days or more in any given year. The Superintendent may grant up to five (5) years of service credit for similar service elsewhere and such service credit shall apply to salary.

### **Section 8.03 Advancement of Schedule**

For an employee to advance to the next available salary step on the schedule, the employee must have been in active pay status for no less than one hundred twenty (120) days in the previous fiscal school year beginning July 1, and ending June 30, annually.

### **Section 8.04 Differential Pay**

A bargaining unit member who is temporarily assigned to the duties of a higher category bargaining unit member, because of absence due to illness, vacation, personal business, or other approved leave, the employee is to be paid an additional \$.30 per hour.

### **Section 8.05 Payment of Salaries**

- A. Deductions must be made for the following:
1. Withholding Tax according to information contained on the exemption certificate filed for the Treasurer of the Board at the Superintendent's office. Employees who desire to have withheld from their paychecks an amount in excess of the Internal Revenue Code minimum standard deduction, may do so by filing the appropriate form with the Treasurer.
  2. Retirement Dues for the School Employees Retirement System.

3. Direct Bank Deposit The Board shall make electronic transfers of their pay for employees. This service is available for up to five (5) different institutions per employee. An employee's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the employee's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer. All employees will participate in Direct Bank Deposit.

B. Permissive deductions from pay may be made for the following:

1. Unauthorized absence (see below under C).
2. Income protection insurance, County wide Credit Union, United Way, Tax Sheltered Annuities, AFLAC Cancer Insurance, and American Life Assurance Company.

C. Unauthorized absence

Deductions for unauthorized absences and absences because of illness, which are not covered by sick leave credits, shall be made from the pay following the period during which such absences occur. However, the Treasurer is directed to make deductions and salary adjustments at any time he/she has knowledge that the services of any employee have been or will be terminated for the remainder of the school year, and it shall be the duty of the building administrator and/or immediate supervisor responsible for reporting time to furnish such information to the payroll department immediately by telephone.

D. Payroll deductions from paycheck shall be made in equal installments from every pay for:

1. Withholding tax
2. Retirement
3. Employee paid insurance premiums
4. Credit Union
5. Tax sheltered annuities - The Board shall make payroll reductions up to the legal limits for those tax-sheltered annuities or any deferred compensation plan in which at least five (5) members are participating. Employees who are participating in a tax sheltered annuity by reduction as of May 1, 1998, which continue to be approved, may continue reductions for that annuity even if there are less than five (5) participants. To participate, the employee shall fill out the necessary forms.
6. OEA Fund for Children and Public Education.
7. Ohio Education Support Professional Association

E. Pay Periods

Paychecks shall be issued for twenty-six (26) bi-weekly pay periods beginning the first Friday in July after completion of a minimum of ten (10) contracted workdays.

F. Retirement Deferral

The Board will provide SERS pick-up (deferral) for each classified employee.

Section 8.06 Salary Schedules

A. Definition of Employee Categories

Category 1	Base Pay
Category 2	Cooks*
Category 3	Food Service Truck Driver*
Category 5	Assistants (Aides – Preschool, Regular and MH Assistants)
Category 6	Central Office Receptionist
Category 7	Inter-school truck driver
Category 9	Secretaries, excluding directors' and treasurer's secretaries
Category 10	Cafeteria Managers** Publications technician
Category 11	Children with disabilities data specialist
Category 12	Interpreter for hearing impaired students

\* Indicates Cooks who held ASFSA (SNA) certification prior to March 1, 2006 shall continue to receive a stipend as long as they retain such certification. The stipend will be an additional \$.75 per hour. After March 1, 2006, SNA certification will not be recognized for additional compensation except for those grandfathered. The \$.75 cents will be added to the hourly rate for salary purposes, but is no part of the hourly rates established.

\*\* Indicates Food Service Managers and Head Cooks are required to obtain and maintain a ServSafe certification and will receive a stipend of \$.75 per hour for the possession of ServSafe certification. The \$.75 cents will be added to the hourly rate for salary purposes, but is no part of the hourly rates established.

B. Salary Notices - shall contain the following information and be contained in the first paycheck and upon any changes to the employee.

- |                   |  |
|-------------------|--|
| 1. First work day | 7. Number of pay periods                     |
| 2. Last work day  | 8. Anniversary date of continuous employment |
| 3. Hours per day  |  |

- |                   |                             |
|-------------------|-----------------------------|
| 4. Rate per hour  | 9. Days in a contract year  |
| 5. Salary Step    | 10. Hours in a contract day |
| 6. First pay date | 11. Yearly Salary           |

Section 8.07 Paid Insurance

The Board shall pay the following monthly sums toward the cost of Health, Major Medical and Life insurances.

A. Eligibility:

1. Employees working less than twenty (20) hours weekly . . . no coverage.
2. Employees working twenty (20) hours or more weekly . . . cost of Single or Family Coverage with contributions as set forth in 8.07 B below.

B. Life Insurance:

1. Employees working at least two (2) but less than six (6) hours daily ... \$30,000.
2. Employees working at least six (6) hours daily ...\$50,000.

C. High Deductible Insurance/HSA

1. Effective January 1, 2008 the Board will provide a High Deductible Health Savings Account (HD/HSA) insurance plan for eligible staff members. (See Appendix G)
2. The Board will contribute 60% of the In-Network deductible per year (as listed below) to the HSA for single or family coverage for employees eligible for HSA coverage.
3. Employee contribution

Effective July 1, 2012:

Twenty (20) to twenty-five (25) scheduled hours per week	40%
Greater than Twenty-five (25) to Thirty (30) scheduled hours per week	30%
Greater than Thirty (30) scheduled hours per week	15%

4. Plan Type	In-Network Deductible
Single	\$2,000
Family	\$4,000

Effective January 1, 2012:

Prescription Co-Pay after Deductible:

Tier 1 - \$10; Tier 2 - \$30; Tier 3 - \$50

Max Out of Pocket - \$3,000 (Single); \$6,000 (Family)

5. Employees not eligible for the HSA and who elect a single or family coverage under the high deductible plan supplied by the Board shall receive reimbursement of up to \$1,200 (single) or \$2,400 (family) for eligible health care expenses. Such amount shall be distributed to the employee by the Board four (4) weeks after the submission of the explanation of benefits and any balance shall be distributed to the employee four (4) weeks after the end of the plan year.
6. No banking fees for lending institutions to be paid by employee for duration of negotiated agreement. Optional fees such as check writing are the employee's responsibility.
7. Employees may make additional pre-tax contributions consistent with IRS Regulations by payroll deduction. Employees shall determine their contribution for the year at the time of enrollment. Changes can be made during the open enrollment period.
8. Board contribution to HSA accounts will be made as follows: twenty-five percent (25%) with the first pay of January, twenty-five percent (25%) with the first pay of April, twenty-five percent (25%) with the first pay of July, and twenty-five percent (25%) with the first pay of October. Employees hired after the start of the plan year shall receive a pro-rated Board contribution based upon the number of months employed by the District for the initial year.

Employees who present satisfactory evidence of a need for the entire board contribution by means of a written application to the Treasurer may receive the entire contribution deposited to the HSA account. Satisfactory evidence shall be a copy of the employee's bill for medical expenses and a 12-month statement of the employee's HSA expenditures.

9. Employees planning on retiring may request, in writing, to the Treasurer that the Board only contribute a pro-rated amount into the HSA.
10. Employees must sign up for the insurance plan during the open enrollment period.
11. Spousal Coverage
  1. If an employee's spouse is eligible to participate, as a current

employee or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan, the spouse must enroll in such employer/retirement plan sponsored group health insurance coverage(s),

2. Upon the spouse's enrollment in any such employer retirement plans sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.
  3. Any spouse who fails to enroll in any group coverage sponsored by his/her employer/retirement plan, as required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education.
  4. Every employee whose spouse participates in the Board of Education's group health insurance coverage shall complete and submit to the Board of Education a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's employer/retirement plan. The written certification must be submitted no later than November 30 in order for the employee's spouse to be covered.
  5. If two employees are married to each other, they shall be entitled to one family plan.
- D. As an incentive, any member of XESP who is eligible for insurance coverage and elects not to enroll in the Board's insurance coverage shall be paid a monthly stipend of Two Hundred Fifty Dollars (\$250.00). A spouse who is covered by the District's insurance does not qualify for the incentive. Should a qualifying event occur, re-enrollment in the health care plan will be permitted, and pro rata repayment of the stipend shall occur. The staff member should contact the Treasurer and complete the necessary Health care coverage documents.

#### Section 8.08 Dental Insurance

Dental Program - The Board will provide a Basic Dental Plan through a carrier of their selection. Covered employees are those who work 20 or more hours per week. (See Appendix F)

Effective July 1, 2011 there will be a ten percent (10%) employee contribution for both Single and Family Dental Insurance.

#### Section 8.09 Health Labor Management Committee

The parties agree to establish a standing Health Labor Management Committee (hereafter referred to as the "HLMC"). The purpose of the HLMC is to gather and review

information related to health insurance coverage and wellness; and make recommendations to the negotiating teams regarding the effective management of health insurance costs and the improvement of employee health.

The HLMC has authority to request and gather relevant public information, recommend the selection of a health insurance consultant/agent, evaluate the performance of the health insurance consultant/agent, evaluate health insurance policies/plans and disseminate its recommendations to the negotiations teams. All recommendations of the HLMC shall be made by consensus.

The HLMC shall be comprised of two (2) members of XEA (appointed by the local president), two (2) members of XESP (appointed by the local president), up to two (2) members appointed by the board, with one (1) being the Board Treasurer. Should a member become incapable of fulfilling their term, the appointing authority shall appoint a new member within thirty (30) calendar days of notification. The HLMC will schedule a meeting within thirty (30) days after the Treasurer receives a request from the XEA president or the XESP president. The HLMC shall not meet more often than quarterly unless the committee determines otherwise.

When notification of an impending insurance increase in excess of 10% is received by the Board, and immediate notification will be forwarded to the association president(s) and the HLMC Committee. If the rate increases more than 10%, the parties agree to meet and discuss methods to contain the overall health insurance costs by implementing one (1) or more of the following:

1. change benefit level or co-pay for that benefit
2. carrier changes
3. premiums over 10% will be paid by the employee
4. any other viable cost reduction method

#### Section 8.10 Employee Assistance Program

The Board shall provide an EAP for all members of the Bargaining Unit. (See Appendix D)

#### Section 8.11 Changes in Carrier

The carrier for the medical insurance, including dental and life, shall be the choice of the Board, provided that said coverage shall not be less than in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) days prior to the effective date of any policy change. (See Appendix E, Health Care Committee Memorandum of Understanding)

#### Section 8.12 Severance Pay

- A. An employee of the District at the time of retirement from active service, defined



as being eligible for service or disability retirement, having had an application approved by the State Employees Retirement System, may make application to be paid for conversion of sick leave pursuant to O.R.C. 124.39.

- B. Severance pay at retirement from the District while employed in the district after five (5) year continuous employment in the district shall be paid in cash for 28% of the number of the employee's accrued and unused sick leave days, but shall be paid for no more than a maximum of ninety-one (91). Such payment shall be based on the employee's per diem rate of pay at the time of retirement, exclusive of supplemental pay.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

The employee shall elect the payment.

Option 1. Payment shall be made to the employee within thirty (30) days after SERS retirement date. This payment will be subject to all taxes, but no retirement contribution will be deducted; or

Option 2. The employee may select a tax-deferred annuity (403(b)) or select the District's deferred compensation plan (457) to be deducted from the employee's severance payment calculation, provided the amount falls within the maximum exclusion allowance as described by the IRS and the election to defer is made prior to the employee's last day of work. The election to defer severance pay is irrevocable. If the employee selects this option, it is the employee's responsibility to complete all required paperwork according to the above requirements. If there is remaining severance pay, it will be paid in a lump sum, thirty (30) days after the effective retirement date.

- D. In case of death of an employee, the employee will be eligible for severance pay and will be deemed to have made application for such the day prior to his/her death. The severance pay will be based on the employee's daily rate of pay at the time of death and will be paid to his/her estate within thirty (30) days of receipt of the death notice.

#### Section 8.13 IRS 125 Plan

- A. Section 125 of the Internal Revenue Code allows employees to pay their portion of group insurance premiums, unreimbursed medical expenses and child care with pre-tax dollars. Administrative costs are to be paid by the employee for unreimbursed medical expenses and childcare.
- B. Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified may participate in the Section 125 plan.

- C. The forms shall be submitted to the Treasurer on or before November 1 of each year.
- D. This plan will be available to employees so long as it is made available by the Internal Revenue Service in its present form or until such time as it is negotiated to be removed from this Agreement.

#### 8.14 Employee Severance Plan through Educators Preferred Corporation (EPS)

The ESP is a severance program that provides a monthly stream of income to the opting participant for a fixed number of years. The employee agrees, during a window period, to terminate service with the district.

##### 1. Eligibility

- a. For the 2015-16 school year, anyone with 10 years of service and 29 or 34 years towards retirement by the end of the 2014-15 school year will be eligible to participate and qualifies for benefits. The Treasurer's Office must be notified in writing by February 1, 2016 of the intent to participate in the program.
- b. For the 2016-17 school year, anyone with 12 years of service by the end of the school year and retiring by July 1, 2017 will be eligible for benefits. The Treasurer's Office must be notified in writing by February 1, 2017 of the intent to participate in the program.

##### 2. Benefits

- a. Eligible employees who choose to participate will receive 100% of his/her 2014-15 base salary (not to exceed \$20,000), plus applicable contractual severance pay, the total of which is divided into equal monthly payments.
- b. Participants shall receive the benefit over 5 years, divided into 60 equal monthly payments made to the participants Post Employment 403(b) account of choice. If the participant chooses, they can access the funds each month, within the parameters of the Post Employment 403(b) tax code. Under current tax rules, the employer and employee do not have to pay Medicare taxes on the ESP amounts deposited into the 403(b), and federal and state taxes are deferred until the individual withdraws funds from their 403(b) account.
- c. ESP benefits start in October of the year of exit.

##### 3. District Rights

The district reserves the right to retain certain employees for up to one year beyond their elected exit date, based on educational and operational needs of the district. Those retained would still receive the ESP benefits.

## **ARTICLE IX – ASSOCIATION RIGHTS**

### **Section 9.01 Dues Deduction**

The Association shall submit the authorization cards for dues deduction by no later than September 15, of each year.

- A. Each employee who provides a written authorization for dues deduction will have such request honored. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deduction submitted by the Association. The deductions shall be made between October and June each year. The deductions shall be in equal amounts and shall be made in each pay check between October and June of each year. Any employee who does not want to continue his/her membership shall have the right to withdraw his/her name from the membership by submitting a written request to the Board Treasurer between August 15 and August 30 of each year. A copy of the letter requesting withdrawal shall be made to the Association Treasurer at the same time the request is made to the Board Treasurer.
- B. All Association dues deducted shall be forwarded to the Treasurer of the XESP at least ten (10) days after the Treasurer of the Board has collected the monies.
- C. The District Treasurer will provide a spreadsheet of the previous year's payroll deductions, the names of the employees, their social security number or employee ID. XESP will make changes and additions to update the current year and provide that updated report to the District Treasurer.

### **Section 9.02 Fair Share Fee**

- A. The Personnel Office shall notify each new employee at the time of employment of the requirement of paying a Fair Share Fee for services rendered by the Association if the new employee elects not to become a member of the Association.
- B. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the XESP, a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be

payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- C. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
  - 1. Sixty (60) calendar days of employment in a bargaining unit position, or
  - 2. January 15th.
- D. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the state of Ohio.
- G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- H. The Association agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of or connected with the imposition, determination or collection of fair share fees in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any suit, claim or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceedings.

Section 9.03 Furnishing Information

- A. The Board shall, upon written request to the Superintendent, furnish to the

Association available and pertinent reports, statistics, and general information concerning the Xenia Community Schools. The Board shall have the same right to request the President of the Association to provide pertinent information.

- B. An up-to-date version of the Board policies is available to all members of the bargaining unit electronically at [www.neola.com/xenia-oh](http://www.neola.com/xenia-oh).
- C. A list of bargaining unit employees and their seniority dates shall be provided to the Association President annually prior to January 1. All new employee's names, addresses, phone numbers, classification and job site shall be sent to the President of the Association within thirty (30) days.

#### Section 9.04 Use of Buildings

On twenty-four (24) hour notice to the principal of the school, the Association shall have the right to schedule meetings in the building before or after regular duty hours of employees or other bargaining unit members involved in matters concerning their employment, the provisions of this Agreement, and for the conduct of Association business, provided said meeting does not interfere with an activity previously scheduled and posted prior to the twenty-four (24) hour notification given to the principal by the Association. Where such meetings are held outside of the operating hours of that school, the Association shall pay any additional costs in compliance with Board policy.

#### Section 9.05 Use of Supplies, Materials and Equipment

Subject to the prior approval of the building administrator, the Association may request the use of supplies, materials and equipment for Association business. A reasonable charge may be imposed.

#### Section 9.06 Bulletin Board Space

The Association may post notices of official Association business upon the designated staff areas of school building bulletin boards. "Designated areas" shall be defined as areas where employees either sign in/out or areas not readily accessible to the general public.

#### Section 9.07 Mailboxes

The Association shall have the right to place materials in the mailboxes of Association members. The Association shall have the right of using the school mail service and school email service. Placement, pick-up, and distribution will be by Association representatives.

#### Section 9.08 Staff-Administrative Liaison Committee

- A. A committee of not more than four (4) Association representatives may, upon

advance written request specifying an agenda to the Superintendent, meet with a committee of not more than four (4) Board representatives for the purposes of discussing subjects of mutual interest which are not subject to the grievance procedures or negotiations. Such meetings shall not occur more than once per calendar quarter, unless mutually agreed to by the parties.

- B. Each meeting will be alternately chaired by the Association President and a Board representative. The agenda shall be developed by the chairperson of the meeting and shall be supplied to all other participants of the committee at least twenty-four (24) hours prior to the meeting.

## **ARTICLE X – GENERAL WORK RULES**

### Section 10.01 Assistants (Classroom)

- A. Special Needs Assistants assigned to MH classrooms, excluding pre-school, shall have 6.5 hours per day and must attain CPI and CPR/AED certification.
- B. The Board will provide a yearly clothing allowance of \$50.00 for the purchasing of special clothing for the clinic assistants. Purchases must be coordinated by the Coordinator of Pupil Personnel.

### Section 10.02 Food Service Employees

- A. The Board shall reimburse the costs for initial ServSafe certification upon completion of a year of service to the district as a Cafeteria Manager, as well as all required renewal costs for ServSafe certification thereafter. All Cafeteria Managers are required to obtain appropriate certification within one (1) year after the employees first regular work day.
- B. All Food Service employees who are hired after March 1, 2006 are required, as a condition of continued employment, to complete an approved sanitation training class within five (5) months of the employee's date of hire. All Food Service Employees shall be reimbursed by the Board for all required sanitation training.

### Section 10.03 Sub-contracting

- A. During the term of this Agreement, the Board may explore cost reductions including subcontracting of XESP bargaining unit work. Any proposals received by the Board from outside vendors will be shared and discussed with the XESP leadership. If the Board determines it intends to subcontract, the XESP will be informed of the amount of anticipated cost reductions and the XESP will be afforded the opportunity to propose alternative means of reducing at least 90% of the same amount that only affects the XESP bargaining unit. If no such alternative is agreed to between the parties within 30 days after the receipt of the Board's notice of its intent to subcontract, the Board may subcontract the XESP bargaining unit.
- B. The Board will ensure that in the event it chooses to subcontract with any private contractor, there includes a provision of said Agreement that all Board employees whose contracts will be suspended as a result of privatization will be offered an interview with the Board's private contractor.
- C. The Board will not challenge the unemployment benefits application of any Board employee who elects not to accept employment.
- D. The Board will ensure that its agreement with the private contractor shall require

the employer to continue to participate in the School Employees' Retirement System (SERS) to the same extent required by law. Transferred employees shall continue to have the employees' portion of SERS contributions deducted from their compensation. It is understood by the Board and the Xenia Education Support Professionals that this provision is required under Ohio law and SERS rules.

- E. Any potentially affected employees will be notified of the potential of subcontracting solicitation for proposals to subcontract a service.

#### Section 10.04 Time Record

Effective July 1, 2011, the Board may install and require the utilization of time recording devices. The application of this time recording requirement may impact some or all of the members of the bargaining unit but it shall be uniformly applied within a classification. The Board shall provide the XESP President with advance notice of when the time recording requirement shall be implemented and of the extent of its application within the bargaining unit.



## ARTICLE XI – MISCELLANEOUS

### Section 11.01 Chronic Communicable Diseases

#### Purpose

The District desires to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students, staff and school community members. The purpose of this policy is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases. In response to growing concerns, these measures are outlined in this policy.

The principal philosophy which will guide this district's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

#### Non-Discrimination

An employee who has been exposed to or who contract a chronic communicable disease shall be treated no differently than an employee with any other medical disability and will be provided the full protection of Federal and/or State law.

No employee shall be subjected to random testing for chronic communicable disease.

#### Confidentiality

The Board and all employees of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

#### Medical Evaluation Criteria

The need of a medical evaluation may arise in one of the following ways:

1. An employee may voluntarily inform a school administrator or immediate supervisor that he/she has a chronic communicable disease.

2. An employee may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the employee to review concerns. During this conference, the employee may acknowledge contraction of chronic communicable disease.
3. If it is not ascertained at the previous private conference that the employee has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee; the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at that time or shall refer the matter to the Superintendent.
4. The administrator shall keep the Superintendent informed of the results of each situation as outlined in paragraph 1, 2 or 3 above. If, as a result of the information received from the administrator, the Superintendent determines that there is a need for a medical examination and review, the Superintendent shall convene a Medical Review Board comprised of the following:
  - a. A physician selected by the employee
  - b. A physician selected by the Board of Education
  - c. The Greene County Health Commissioner or his/her designee.
5. The Medical Review Board shall provide for an examination of the employee and may obtain upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.
6. The report rendered by the Medical Review Board shall be restricted to an evaluation of the employee's medical condition and shall clearly provide whether or not the employee has been infected with a chronic communicable disease. If so, then the Medical Review Board shall determine:
7. Whether or not the employee's current medical condition imposes a health risk to others in the school environment and the rationale for the finding. In making that determination, the Medical Review Board shall consider:
  - a. The nature of the risk of the employee's medical condition
  - b. The duration of the medical condition
  - c. The severity of the risk of the medical condition
  - d. The probability the disease will be transmitted
  - e. Other relevant factors

8. The Medical Review Board shall make a recommendation to the Superintendent that the employee should be:
  - a. Admitted to work unconditionally
  - b. Admitted to work under restrictive conditions, or
  - c. Not admitted to work.

The report of the Medical Review Board shall be in writing and shall set forth reasons for its recommendations.

9. All costs of the Medical Review Board shall be borne as follows:
  1. Employee's physician - any cost not borne by employee's insurance shall be paid by the Board.
  2. Board Physician - cost paid by Board.
  3. County Health Commissioner (no costs involved).

If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the employer shall comply with the provisions of this contract and ORC 3319.13.

#### Section 11.02 Asbestos Work

The employer will schedule a meeting with employees assigned to any building scheduled to have asbestos removal as part of the asbestos abatement program. The employees shall be informed of the location of the asbestos to be removed, the general procedures to be used and the course of relief in case a problem occurs.

In any situation in which it is suspected that ACM's are involved, bargaining unit members shall inform the building administrator or immediate supervisor. The building administrator or immediate supervisor shall notify the Director of Business and Technology who will decide an appropriate cause of action.

#### Section 11.03 Occupational Safety and Health

- A. The Board retains the exclusive authority to adopt and implement policies and procedures required by Chapter 4167, Revised Code, or any regulations adopted under the authority of Chapter 4167, Revised Code.
- B. Report Internally First

Complaints regarding health and safety concerns should be brought to the attention of the building administrator or immediate supervisor as soon as the

concern is known. The building administrator or immediate supervisor will reply to the employee within five (5) working days as to how the problem has or will be solved. If the employee does not receive notification within five (5) working days, the Administrator of Workers' Compensation will be notified.

C. Right to Reassign

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

D. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may use the grievance procedure in this Contract as the means for asserting such a claim.

Section 11.04 Bloodborne Pathogens Exposure Control Plan

The administration of Xenia Schools recognizes the potential danger to certain staff that could result from occupational exposure to bloodborne pathogens (BBP) as addressed by OSHA's Occupational Exposure to Bloodborne Pathogens Final Rule (29 CFR 1910.1030). We also acknowledge the need for protecting employees from this risk. Realizing that it is in the best interests of management and employees, we support and desire to comply fully with the letter, spirit, and intent of this rule. The Board of Education adopted a Bloodborne Pathogen Exposure Control Plan on July 10, 1995.

The Board will make an effort to protect the employees from exposure to blood-borne pathogens in the work place and will make available to all employees such prevention measures recommended by health care professionals or other governing health and safety organization.

Section 11.05 Drug Free Schools

No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed upon employees who violate this provision. Sanctions may include referral to and completion of an appropriate rehabilitation program, employment termination in accordance with this contract, and referral for prosecution.

Section 11.06 Non-utilized or Deleted Positions

All subcontracted, deleted and non-utilized positions will be removed from the language

in this negotiated contract. If any position is reinstated or returned to the District, then any language from the 2011-2013 Negotiated Agreement related to the reinstated position will be fully returned to this Agreement. This includes any position that has the same or similar job duties as the position listed below.

The following positions are affected by the above reference:

All custodians	Elementary, Middle & High School Unit Leads
All Building & Grounds Support Personnel	Attendance/Court Intervention Officer
All Maintenance Specialists	Assistant Transportation Coordinator
High School Media Specialist	Electronic Data Management Specialist
Audio Visual Technician	Technology & Computer Specialist
All Bus drivers	Food Truck Rider
Transportation Service Attendant	Readiness Assistant
Bus Dispatcher	Assistant to Athletic Director
All Mechanics & Mechanic Helpers	

The following sections from the 2011-2013 Negotiated Agreement are affected by this language:

Section:	4.03	Reduction in Force	10.01	Transportation
	4.09	Physical Exam	10.02	Maintenance/Custodial
	6.01	Sick Leave	10.03	Bus Assistants
	7.05	Overtime	11.02	Asbestos Work
	8.06	Salary Schedules		

**ARTICLE XII – DURATION**

**Section 12.01 Heading**

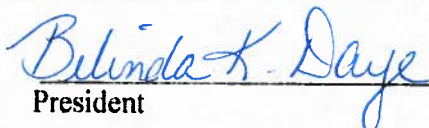
The headings of the various sections of the agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the section designated.

**Section 12.02 Duration**

This agreement shall be effective from July 1, 2015 and continue in full force and effect until midnight, June 30, 2018.

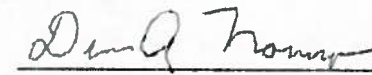
**Xenia Education Support Professionals**

**Xenia Community City School District  
Board of Education**

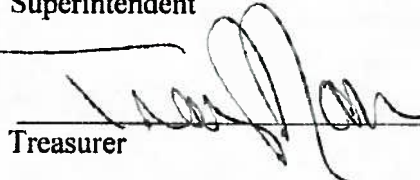
  
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President

  
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President

  
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Negotiation Team Member

  
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Superintendent

  
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Negotiation Team Member

  
\_\_\_\_\_  
Treasurer

  
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Negotiation Team Member

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