

AGREEMENT BETWEEN

THE GALLIA COUNTY LOCAL BOARD OF
EDUCATION

AND

THE GALLIA COUNTY LOCAL SUPPORT
STAFF ASSOCIATION

JULY 1, 2022 THRU JUNE 30, 2025

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ARTICLE 1: RECOGNITION AND NEGOTIATION PROCEDURES

A. Bargaining Unit

- 1 The Gallia County Local Board of Education, hereinafter referred to as the “Board” and/or “Board of Education”, recognizes the Gallia County Local Support Staff Association, OEA/NEA Local, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code.

- 2 Employees eligible to be considered part of the bargaining unit are all full-time employees in the following classifications, who are regularly assigned to a work schedule (hereinafter referred to as “bargaining unit member”, “member”, and/or “employee”. Full-time members are those scheduled to work 30 or more hours a week:
 - a. Head Cooks
 - b. Cooks
 - c. Head Mechanics
 - d. Mechanics
 - e. Bus Drivers
 - f. Custodians
 - g. Aides/Para-Pros
 - h. Secretaries
 - i. Courier

- 3 All work currently performed by the above bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work, and shall not be subcontracted or assigned outside the bargaining unit. All other employees in the School District are excluded from the bargaining unit. The Board agrees that no full-time position vacated through lay-off or termination, shall be replaced by a part-time position. This provision shall not preclude the Board from conducting a partial suspension of contract as part of a reduction in force as authorized by ORC 3319.172.

- 4 The following positions are excluded from the bargaining unit:
 - a. Central Office Personnel, including the Superintendent, Treasurer, Secretary to the Superintendent, and all other administrative, supervisory, and management personnel as defined in Section 3319.02 and 4117.01(F) and (L) of the Ohio Revised Code (hereinafter referred to as “Administration”).
 - b. Substitutes.

B. Negotiations Procedure

- 1 Scope of Bargaining - All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement are subject to collective bargaining.

2 Procedures

- a. A written request for the initiation of negotiations by either party shall be submitted in writing to the other part no earlier than ninety (90) nor later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed upon by both parties.
- b. A mutually accepted meeting date shall be set not more than fifteen (15) days following such request. Specific contract proposals for negotiations shall be submitted in writing by the Association to the representative(s) of the Board at the first meeting. Following the submission of the Association issues, the Board shall submit in writing any specific proposals it wishes to negotiate to the Association representative(s) at the first meeting. No additional items shall be submitted by either party following the exchange unless mutually agreed upon by the parties. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.
- c. Each team shall be comprised of not more than eight (8) members including the consultant. The Association team will be comprised of representatives from the following classifications:

- | | |
|----------------|----------------|
| 1. Cooks | 5. Aides |
| 2. Mechanics | 6. Secretaries |
| 3. Custodians | 7. Consultant |
| 4. Bus Drivers | |

Both teams will be allowed to have floating alternates.

- d. Each team may have a maximum of one (1) observer attending a negotiating session. However, observers will not disrupt, interfere, or participate in the negotiation process.
- e. Meetings between the negotiating teams will be held at mutually agreeable times and places.
- f. News releases to the public media during negotiations shall be made only by mutual agreement as to when and the content of said releases.

3 Agreement

- a. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as a tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.
- b. When a tentative agreement is reached on all items, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the Association for approval.

- c. When approved by both parties, the agreements shall be signed by the presidents of the Board and the Association and shall be binding on both parties. The Board and the Association shall share the cost of printing the Agreement.

- 4 Disagreement
 - a. In the event the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event an agreement is not reached through mediation within twenty (20) calendar days after the first meeting with the mediator and it appears that no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D)(2) of the Ohio Revised Code.

 - b. The cost of employing all mediation services shall be shared equally by the Association and the Board,

 - c. It is also agreed by the Association and the Board that the procedure outlined in the agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

- 5 Non-Discrimination – No employee in the Bargaining Unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations or non-membership in the Association, or because of race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

ARTICLE 2: PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from wages of employees the payment of dues to the Association. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Association and the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.

- B. Since the membership runs from September 1 to August 31, if the amount has changed from the previous year, then by September 1 of each year, the Association will notify the Board's Treasurer as to the total amount of fees to be deducted. Such notification shall be in the form of a letter signed by the Association President.

- C. Monthly payroll deductions shall be forwarded to the Treasurer of the Local Association within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
- D. Deductions shall be made in twenty (20) equal installments beginning with the first paycheck in October and continuing with each paycheck until all installments have been deducted.
- E. The authorization for payroll deductions of dues shall continue in effect until such time said employee gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates. A copy of said written notification shall be submitted to the Association President then the Board Treasurer. Any employee who wishes to cancel their membership must do so between August 1 through August 31. If a member cancels their membership outside the aforementioned cancellation period they will be responsible to pay all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to the members of the Association,
- F. If the United States Supreme Court's *Janus* decision is reversed in the future, the Fair Share Fee Provisions contained in Article 2, Section F, of the 2019-2022 contract will be reinstated without bargaining.

ARTICLE 3: MANAGEMENT PEROGATIVES OF THE BOARD

- A. Except as specifically limited by the terms and provisions of this Agreement, the Board and the Superintendent shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement.
- B. The rights, powers and authorities mention in (A) above shall include but shall not be confined to the following:
 - 1. The right to manage and control the schools and to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules, schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain standards of quality and workmanship, to establish, maintain, and amend occupational classifications, to establish working rules and regulations, to lay off and recall employees whenever necessary.
 - 2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, and the compensation and reimbursement of expenses therefor.
 - 3. The authority to hire, rehire, promote, assign, reassign and supervise employees, and to determine shift schedules.

4. All rights, powers and authorities granted at any time to the Board of Education and to the Superintendent by the laws of the State of Ohio.
- C. Where the rights, powers, and authorities itemized in (B) above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4: ASSOCIATION RIGHTS

- A. The Association shall have the following exclusive rights:
1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
 2. To use Board-owned technology at times which do not interfere with the operation of the school system.
 3. To use inter-school mail system in the schools offices to distribute Association bulletins, newsletters, or other circulars.
 4. To use bulletin boards in employee lounges or workrooms to disseminate information to members.
 5. To use telephones in any building to carry out Association business. These calls are not to be made at a time that interferes with the duties assigned by the Board of Education and the Administration.
 6. To allow representatives to call meetings of Association members within the building, but not on school time or in conflict with other scheduled meetings.
 7. To allow or permit the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special problems of classified employees must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board and the Administration.
 8. A bargaining unit member shall have the right to have an Association representative assist, accompany, or speak on his/her behalf in discussions with the Administration that are disciplinary in nature. The administrator involved shall provide prior notification to the bargaining unit member if the discussions are to be of a disciplinary nature. Such prior notification shall provide the member ample opportunity to secure a representative.

9. A calendar committee consisting of a bargaining unit member from each school building and up to seven (7) individuals appointed by the Superintendent shall be created. The calendar committee shall meet at a mutually agreed upon time to discuss and propose the official school calendars for the succeeding school year. The proposed calendars will be presented to the Board of Education for final selection.

B. The Association will be provided with:

1. Upon request by the Association President, the Association will, within a reasonable time thereafter, be provided, at no charge, public documents that are regularly and routinely prepared in the normal course of the District's business which contain information relevant and necessary to the Association's handling of grievances or preparation for collective bargaining negotiations. The President of the Association will be provided a copy of all Board agendas and all non-confidential attachments thereto and any amendments prior to the Board Meeting.
2. Upon specific request for a specific item, any other data or documents which will assist it in developing intelligent, accurate, informed, and constructive programs for members, together with other available information which may be necessary to formulate programs or process grievances.
3. A place on the agenda of all regular board meetings to be used to communicate with the Board.
4. A place on the agenda of all meetings called by the Administration, whether county-wide or within buildings, if permission is granted by the administrator calling the meeting. Permission must be granted in advance of the meeting.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A "day" shall mean work days, excluding legal holidays and days when the Board office is closed.
3. A "grievant" shall be defined as a member of the bargaining unit, a group of members of the bargaining unit, or the Association.
4. A "group grievance" shall have arisen out of the same or similar circumstances affecting each member of the group. All group grievances shall be signed by at least two (2) members so affected.
5. An "Association grievance" shall be a grievance filed by the Association on behalf of itself and shall be confined to an alleged violation, misapplication or misinterpretation of a right granted to the Association or the entire bargaining unit.

B. GENERAL PROVISIONS:

1. No grievant may be represented by any employee organization other than the Association in any grievance procedure initiated pursuant to this procedure.
2. A grievance may be withdrawn at any level without prejudice or record. The Association has the right to be present for the adjustment of any and all grievances. The Association President shall receive copies of all communications in the processing of grievances at the time the grievant is notified.
3. An aggrieved bargaining unit member shall initiate action on a grievance under the grievance procedure within fifteen (15) days of the event or circumstance being grieved, or the right to use this grievance procedure shall be deemed waived unless otherwise agreed upon by both parties to this Agreement. The time limits provided herein shall be adhered to strictly as maximums for each grievance to ensure rapid resolution of problems and issues concerned, unless otherwise agreed by both parties of this Agreement. Lack of adherence to the time limits by the aggrieved shall result in the resolution of the grievance on the basis of the answer of the party against whom the grievance has been instituted at the previous step of the grievance procedure. Lack of adherence to the time limits by the Administration at any level of the procedure shall grant the grievant the right to pursue the grievance to the next level of the procedure. Time limits may be extended only by mutual agreement of both parties concerned.
4. The official grievance form (included in the Appendix to this Agreement) shall include the following information:
 - a. A brief description of the alleged grievance and the time, place, and date it occurred:
 - b. The specific contract provision(s) alleged to be violated, misapplied, or misinterpreted:
 - c. The relief or remedy sought:
 - d. The date of submittal; and
 - e. The signature of the grievant submitting the alleged grievance.
5. Grievance records:
 - a. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.
 - b. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.

- c. All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.
- d. No employee shall be subject to discrimination, harassment or intimidation as a result of filing a grievance or utilizing the grievance process.
- e. All written communications shall be hand delivered or mailed certified mail return receipt requested.
- f. All Group and Association grievances which affect more than one (1) building and/or attendance area shall be filed formally at Level III.
- g. All grievance meetings and hearings shall be held at locations and times that will give all participants required to be present a reasonable opportunity to attend.

C. PROCEDURE:

1. LEVEL ONE – INFORMAL:

Within fifteen (15) days of an event upon which a grievance is based, the grievant shall discuss the problem with the grievant's immediate supervisor. The grievant may do this alone or with his/her grievance representative. In cases where the Board or the Administration is the grievant, the grievance procedure shall begin at Level Two.

2. LEVEL TWO – FORMAL:

- a. In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, the grievant may inaugurate formal proceedings. Formal proceedings shall be inaugurated by the filing of a written grievance within five (5) days after the informal discussion.
- b. In all levels of the formal proceedings, official Grievance Report forms shall be made in triplicate; one (1) for the aggrieved; one (1) for the Administration; and one (1) for the Association.
- c. Within five (5) days of the filing, a hearing shall be held between the aggrieved, the immediate supervisor, and one (1) Association representative, and other parties needed to give information relative to the grievance. The disposition of the Supervisor shall be added by the Supervisor to the Grievance Report Form within five (5) days after adjourning this hearing.

3. LEVEL THREE:

- a. If the aggrieved is not satisfied by the disposition of the immediate Supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative within five (5) days after receipt in writing of the Supervisor's answer at Level Two, by completing Step Two of the Grievance Report Form and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged between the aggrieved, the Superintendent, or his/her designated representative (who must be someone other than the aggrieved person's immediate supervisor) and a representative of the Association, and other parties that may be needed to give information relative to the claim.
- b. The disposition of the Superintendent or his/her designee shall be completed in writing within five (5) days after adjourning this hearing.

4. LEVEL FOUR

- a. If the grievance is not resolved at Level 3, the issue shall be referred to grievance mediation. A mediator shall be selected from a source agreeable to both parties that has no cost to either party. The selection of the source shall be made within fifteen (15) days of receipt of the Superintendent's answer at Level 3.
- b. The timeline for arbitration shall be frozen until mediation has ended.

5. LEVEL FIVE

- a. If the aggrieved is not satisfied with the disposition in Level 4, he/she may (through the Association) request in writing that the issue be submitted to arbitration within fifteen (15) days after receipt of the answer of the Level 4 hearing. The decision to seek arbitration rests with the Association.
- b. The grievance shall then be submitted to the American Arbitration Association for the processing. The Grievance and Arbitration Procedure shall be the means of settling all grievances.
- c. Each referral to arbitration shall embrace but one (1) such matter in dispute, unless otherwise stipulated by agreement between the Association and the Board.
- d. The arbitrator shall be selected in accordance with the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.
- e. The arbitrator shall have no authority to add to, or subtract from, or in any way modify the provisions of this Agreement.

ARTICLE 6: NO STRIKE – NO LOCK OUT

- A. The Board shall not lockout any bargaining unit members during the term of this Agreement.
- B. The Association agrees that there will be no strike during the term of this Agreement.

ARTICLE 7: PERSONNEL FILES

- A. There shall only be one (1) official personnel file for each bargaining unit member, which shall be maintained in the Superintendent's Office. Anecdotal files may be maintained by the building principal or other supervisors, but only information contained in the official personnel file and attendance data may be used in making personnel decisions. All files will be subject to provisions B - H below.
- B. Upon written request, each employee shall be able to review his/her personnel file(s), including the employee's application. Effective July 1, 1997, all applications, beginning with the initial application utilized at the date of hiring, will be maintained in the employee's personnel file.
- C. The employee may obtain copies of any material reviewed in accordance with paragraph (A) above.
- D. The employee shall initial any material reviewed and shall have the opportunity to reply in writing to any such material within fifteen (15) days after the employee's initial review of the material. Such reply shall be included in the personnel file(s).
- E. All entries made to a member's personnel file(s) shall be signed by the person making the entry. There shall be no anonymous documents maintained in a member's file(s).
- F. A copy of all materials placed in the file(s) shall be sent to the member upon placement. Both the original and the copy shall show the date of the filing.
- G. If a public records request to inspect a bargaining unit member's personnel file is made by anyone other than an authorized official of the school district, the administration shall verbally notify the member or the Association President within twenty-four (24) hours after the request is received by the administration

ARTICLE 8: EVALUATION PROCEDURE

- A. To assist in maintaining a high standard of efficiency, the following evaluation procedures will be implemented.
- B. The formal evaluation shall be completed on the non-certified employee evaluation form. In the event the Board wishes to make modifications to the existing evaluation instrument, it shall notify the Association President and provide a copy of the modified evaluation instrument to the Association President six (6) months prior to utilizing the new evaluation instrument.
- C. The employee may write his/her comments on the evaluation form after the evaluation is completed.
- D. Each employee shall sign his/her evaluation form after the evaluation has been discussed with the employee's supervisor. Such signing does not mean that the employee agrees with the evaluation.
- E. Employees on a limited contract shall be formally evaluated at least once during the final year of his/her contract. Employees on a continuing contract shall be formally evaluated at least every two (2) years.
- F. In order that an Association Representative may be physically present, the bargaining unit member shall be notified in writing at least twenty-four (24) hours prior to any formal evaluation conference pursuant to this section which may result in disciplinary action being taken against the unit member. Said conference shall be held at such time as may be mutually agreed upon by the parties.
- G. Evaluation Guide
 - 1. Job Knowledge - Is familiar with and understands job requirements. Possesses skills necessary for the job.
 - 2. Quality of Work - Performs assigned tasks in a conscientious manner. Completes work on time.
 - 3. Quantity of Work - Produces quantity of work normally accepted for the position.
 - 4. Attendance

ARTICLE 9: SAFETY

- A. The Superintendent and the Association President shall meet at mutually agreed upon times to discuss any issues or information pertaining to the safety of employees and students in the District.
- B. Matters considered of an emergency nature shall be brought to the immediate attention of the Building Administrator and the Superintendent.

- C. Safety concerns may also be included as topics of discussion at meetings of the Labor Management Committee.
- D. Unit members will report any unsafe working conditions to their supervisor. If the supervisor is the person causing the unsafe working condition(s) or practice then the unit member will report the practice to the Superintendent.
- E. Administrators will not discipline a bargaining unit member for reporting an unsafe condition or practice.

ARTICLE 10: LABOR MANAGEMENT COMMITTEE

- A. The Board or its designated representative(s) and the Association or its representative(s) agree to meet and discuss items of concern whenever either party request, such a meeting, as long as the frequency is no greater than once a month.
- B. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date, along with the request shall be the agenda of items to be discussed. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting time.
- C. The issues to be discussed during the meeting may include, but are not limited to, equipment needs of the staff and the products used by staff in fulfilling their duties.

ARTICLE 11: LEAVES

ALL leave types must be taken in at least half day increments.

- A. Jury Duty/Witness Duty
 - 1. Bargaining unit members will be paid at the regular rate of pay on regularly scheduled school days during which the employee is absent from duty for jury service. After absence from such duty, either reporting or serving, the bargaining unit member shall provide written documentation and return payment for services rendered to the Board Treasurer.
 - 2. Days used on jury duty shall not be deducted from sick leave or personal leave and shall not be counted against unit members on school board attendance policies or attendance bonuses.
 - 3. If the unit member is subpoenaed as a witness in court appearance for a case related to his/her job assignment within the Gallia Local School District, except where the unit member or his/her professional Association is a Plaintiff in a case wherein the Board of Education is a Defendant, the unit member shall be paid by the Board as if the unit member has worked a normal day. If the member is called as a witness in a non-job related case, the member will be released without pay or use personal leave.

B. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia or members of other reserve components of the armed services of the United States, shall be granted leave of absence from the respective duties without loss of pay for such time as they are in the military services or field training or active duty. The employee will be compensated the difference between such employee's regular compensation as provided by this Agreement and that received by him/her for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the School Treasurer and military pay stubs provided to the School Treasurer upon return from active status. The District will comply with USSERA and any issue not covered by this Section shall be governed by Ohio Revised Code Section 5923.05.

C. Personal Leave

1. Bargaining unit members shall be granted three (3) unrestricted days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. Personal leave cannot be used immediately preceding or following a holiday or vacation period. Such leave must be approved by the Building Principal five (five) days in advance, except in cases of emergency.
2. Personal leave must be taken in $\frac{1}{2}$ day increments. Personal leave will not be deducted from sick leave.
3. If a member has personal leave days remaining at the end of the school year, those days will convert to sick days. One (1) personal leave day converts to one (1) sick day.

D. Sick Leave

1. Annual Allowance – Classified personnel in the Gallia County Local School District shall earn sick leave at the rate of one and one-fourth ($1\frac{1}{4}$) days per month for a total of 15 days per year.
2. Accumulation – Employees may accumulate an unlimited amount of sick days.
3. Approved Use of Sick Leave – Sick leave is to be used by the employees of the Gallia County Local School District in half-day increments. Requests must be submitted using software provided by the District stating the reason for leave. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others and for absence due to illness, injury or death in the employee's immediate family. (Reasons enumerated under the statutory provisions of Ohio Revised Code Section 3319.141 are acceptable). Employees on sick leave for five (5) or more consecutive days or more than ten (10) days during the school year must present a signed statement from the physician stating the date the employee visited the physician and date

the employee may return to active employment. Sick leave accumulation and days used each pay period will be listed on each pay stub.

4. Employees injured on the job may choose to file for Worker's Compensation rather than use their sick leave days.
5. An employee's immediate family for sick leave shall include: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-laws (2 days), sister-in-laws (2 days), stepmother, stepfather, stepchild, grandparents, grandchildren and others living in the same household as the member.
6. The Superintendent will require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave, beyond the 5th consecutive days or after the 10th day in any given fiscal year. If professional medical attention is required by the employee or member of the employee's immediate family, the employee must present the name and address of the attending physician and the dates when he/she was consulted.
7. A bargaining unit member's accrued sick leave and personal leave shall be shown on each paycheck stub.
8. Bargaining unit members who are absent for zero (0) days for any reason (which means no use of sick or personal leave) for an entire nine (9) weeks shall receive a perfect attendance bonus of five hundred dollars (\$500.00) for each nine (9) weeks period of the school year and for the summer period for 12 month employees in which they maintain perfect attendance as defined in this Article. An employee who misses only one day will receive \$200.
 - a. This bonus shall be paid within the next pay period after the last day of each such nine (9) week period in which it is earned.
9. Regular attendance is important to the effective operation of the District. In order to encourage regular attendance the following items are instituted:
 - a. Attendance shall be a part of the employee's evaluation, unless an employee has a documented long-term illness or quarantine;
 - b. The Board may establish, without bargaining, additional awards/incentive programs to recognize individual buildings which have achieved significant improvement in various criteria which are recognized as important to student success and the effective operation of the building.

Sick Leave must be used as indicated by this contract. Falsifying sick leave will result in disciplinary action.

E. Bereavement Leave

1. An employee shall be granted up to a three-day paid leave of absence in the event of death of a member of his/her immediate family. The three days do not need to be consecutive and will not be deducted from the member's sick leave accumulation. If additional time is needed, the Superintendent may grant additional time off using sick leave, personal leave or unpaid leave.
2. An employee's "immediate family" for this provision shall include:
 - a. spouse/partner
 - b. child/children and son/daughter-in-law and step-child/children
 - c. mother, father, mother/father-in-law, and step-parents
 - d. brother, sister, and brother/sister-in-law
 - e. grandparents, grandchild/children or step-grandchild/children
 - f. legal guardian or any person who stands in place of a parent (loco parents)
 - g. the other parent of a member's school-age or younger child/children
3. In the event of the death of a person not in the immediate family, the member may use up to two (2) days of sick or personal leave for bereavement.

F. Assault Leave

1. A bargaining unit member who is absent due to physical disability from a clearly unprovoked attack that occurs on Board premises or while in attendance at an official school function and in the course of the bargaining unit member's employment will, subject to the approval of the Superintendent, be granted up to twenty (20) or more working days assault leave. During such leave the bargaining unit member will be maintained on a full pay basis.
2. Assault leave may not be granted under this Article unless the bargaining unit member in question:
 - a. Has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave
 - b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and
 - c. Agrees to file charges for criminal prosecution or to file a report with appropriate authorities against the person or personal involved.

3. The Board shall reimburse bargaining unit members for replacement or repair for personal property (i.e. glasses, clothes) damaged during an assault upon the member up to a maximum of \$1,000. The bargaining unit member shall be required to submit receipts if the loss is not recoverable through the member's insurance.
4. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

G. Association Leave

1. The Board shall grant to the Association a total of eight (8) days per year to attend Association business meetings, representative assemblies and lobby days, and two (2) additional days without pay for the purpose of lobbying for increased funding for local school districts.
2. Such leave must be applied for in writing forty-eight (48) hours in advance. Such leave is non-accumulative.

H. Family and Medical Leave

1. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have their respective rights and obligations under the Family Medical Leave Act of 1993, as amended. Except as otherwise mandated by the Act, family leave shall be used concurrently with paid leave accrued by the employee and other leave required by law. The period used for calculating eligibility for leave shall be as set forth in the Board policy on Family and Medical Leave. (<https://www.dol.gov/whd/fmla/fmla-faqs.htm>). Any additional questions regarding FMLA shall be addressed to the Board office.
2. Bargaining unit members must give the Superintendent at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.

I. Sick Leave Bank

Members of the bargaining unit will be allowed to donate and transfer a maximum of ten (10) accumulated sick leave days per year to a member or members who have exhausted their current sick leave due to a current serious or catastrophic illness.

The following guidelines will apply:

1. The enrollment period for each member of the bargaining unit to voluntarily donate unused sick leave days to the Sick Leave Bank is September 1 through October 15 each year.
2. A committee comprised of the Superintendent or his/her designee, the President of the Association or his/her designee shall administer the Bank. The Committee shall have complete discretion to approve/disapprove application requests.

3. Eligible and approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank, per request and a total maximum of forty (40) days per school year. Days should be requested in increments of five (5) days at a time. The Sick Leave Bank shall not be used as a means for increasing retirement compensation or severance pay.
4. The member who borrows will pay back each year the days at the rate of 50% of his/her annual accumulated sick leave at the end of the contract year until the total number of days borrowed has been restored to the bank. Any person who leaves District employment while indebted to the Bank for sick days shall cause said days to be deducted from the final pay(s) due to the employee.
5. In the case where an employee has applied to borrow days from the Sick Leave Bank, but the employee's final check and/or summer wages may not be sufficient to cover the cost of the days requested from the Sick Leave Bank, the parties agree that such an employee may apply for maximum benefit amount and the Committee may approve the application, provided the District may recover the costs of the borrowed sick leave days by deducting days from the Sick Leave Bank total, if the final check or checks of the employee are insufficient to cover the indebtedness to the Sick Leave Bank.
6. Loans from the Sick Leave Bank will be limited to those individuals who have contributed to the bank at any time. Initial new hires will be exempted from the October 15 deadline to submit the form. They may choose to donate a day or days to the Bank during the first year of their limited contract should the need arise.
7. A loan will only be considered after the individual has used all of his/her accumulated sick leave days.
8. The Association President or his/her designee shall be responsible for submitting to the Treasurer properly signed forms transferring donated sick leave days.

ARTICLE 12: DOCK DAYS

Members of the classified staff are under a contracted period of obligation for performance of professional services.

The Board of Education does not encourage the use of dock days as an approved form of leave and the willingness to forgo pay does not permit one to be absent arbitrarily.

However in the rare circumstances this might be the only type of leave available to the classified staff member, in order to qualify to take a dock day, specific written reasons shall be forwarded to the Superintendent. This Superintendent will approve or deny the request for dock days and the Superintendent's decision shall be final. This article is not subject to appeal to the Grievance Procedure in Article 5 of this Agreement.

Taking dock days without prior approval of the Superintendent will result in disciplinary action.

ARTICLE 13: WORK WEEK

- A. The work week shall be defined as that period of time beginning 12:01 A.M. Monday and ending 12:00 Midnight Sunday for all members of the bargaining unit. The work week for those members employed to provide security services shall cover the same consecutive hours but need not coincide with the calendar week and may begin and end on any day in any hour of the day. The work week shall not be changed to evade overtime payment requirements.
- B. The Board agrees that if any employee is requested to and does perform work normally performed by an employee holding a higher classification, that such employee shall receive the rate of pay normally paid the higher classified employee.
- C. Secretaries, Aides, Custodians, and Cooks shall receive a thirty (30) minute unpaid lunch period at a time agreeable to the building principal. If an employee's lunch period is interrupted to resume their job duties, the employee may request compensatory time for the time worked with the approval of the principal.

ARTICLE 14: PAY PERIODS

Each member of the classified employee staff shall be offered written contracts in keeping with the provisions of the Ohio Revised Code.

- A. Any agreement to perform extra duties for which compensation is to be paid will be paid at the employee's appropriate rate of pay.
- B. Bargaining unit members shall receive payment in twenty-six (26) equal installments per year for the duration of this contract; unless there are twenty-seven (27) paydays, then the bargaining unit members shall have their annual salary divided by 27. The Treasurer will inform the bargaining unit when the 27th pay period is required.
- C. Employee working in a given building will have preference over non-building employees or substitutes when extra work is necessary. All hours worked over forty (40) in one (1) work week shall be paid at the rate of time and one-half (1 ½) the employee's normal hourly rate. Except for bus mechanics, an employee shall not work more than forty (40) hours in a particular week without the prior written approval of his/her immediate supervisor, and failure to obtain such prior approval shall subject the employee to disciplinary action in accordance with Article 16. Employees shall, at their option be allowed to take compensatory time off in lieu of moneys earned in overtime. Compensatory time off will:
 - 1. Be taken at the appropriate rate of overtime;
 - 2. Shall not be carried over from one (1) year to the next; and
 - 3. Must be taken within sixty (60) days of the last day of overtime, on a date mutually agreed upon by the employee and the employee's immediate supervisor.

ARTICLE 15: TRANSFERS, REASSIGNMENTS AND PROMOTIONS

A. When a vacancy occurs, it shall be posted internally within thirty (30) calendar days of the date the vacancy occurs. The posting will be emailed to each employee at his/her District email address and placed on the District website. The position shall not be filled for a period of five (5) calendar days from the date of the email. All postings will include the job description and all qualifications necessary for the position.

B. Definition of a Vacancy:

A vacancy shall be defined as any position which the Board intends to fill with another full-time employee, resulting from:

1. An employee's leaving employment as a result of a termination, resignation or death;
2. An employee's non-renewal;
3. An employee's transfer to another bargaining unit position;
4. An employee's assuming a non-bargaining unit position;
5. An employee's long-term leave of absence (i.e., for more than one (1) year or SERS Disability) when it is not specifically provided for by Ohio law that the employee retains the right to return to a similar position; and/or;
6. The creation of a new position.

After the closing of the posting, the Board will have thirty (30) calendar days to fill the vacant position with a qualified internal candidate as determined by the Administration. Any qualified employee may submit a request for the vacant position in writing. The final decision for filling the vacant position shall be within the discretion of the Administration and approval of the Board. In selecting the employee to fill the vacant position, the Administration shall consider the following criteria, which shall not be controlling:

1. The vacant position shall be offered to the employees within the classification of the position.
2. If an employee within the same classification requests the position in writing, the employee with the highest seniority within the classification, as determined in accordance with Article 18, Section B, shall be awarded the position.
3. If a vacancy occurs during the second semester, the Board may place a substitute employee in the vacancy for the remainder of the school year.

4. If the position is not filled by an employee within the same classification as the vacancy, it shall be offered to the employee who meets the qualifications of the position as determined by the Administration (technical skills, past evaluations, job description, educational background, previous experience in the same classification, etc.) and who has the highest seniority within the District as determined in Article 18, Section A.
 - a. There shall be a probationary period of fifteen (15) work days during which: (i) the Board shall have the right to return a transferred employee back to his/her former position, without loss of seniority, if the Board determines that the employee is unable to adequately perform the job duties of the new position.
 - b. The Board shall utilize a substitute employee to temporarily fill the position from which the employee transferred until the sooner of either: (1) the date on which the probationary period expires: or (ii) the date on which the Board waives the remaining probationary period days.
5. If the Board decides not fill a vacancy with a current employee, the Board may fill the position with a newly hired employee. Administration may advise how a current employee may become better prepared to obtain a similar position in the future.
6. All transfers and/or reassignments, whether voluntary or involuntary, will not be made arbitrarily or capriciously.
7. For transfers that occur on or after July 1, 2015, employees will be credited for all years worked in the District upon the transfer to another classification.

ARTICLE 16: DISCIPLINE

- A. Members of the bargaining unit and the Administration and agents of the Board agree to provide mutual respect and agree not to subject anyone to verbal abuse in the presence of any other employee, students, parents of students, or any noncertified employee.
- B. No employee shall be disciplined without first having had a hearing with an Association Representative of his/her choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing at least twenty-four (24) hours prior to the scheduled hearing, except in the case of an oral reprimand. The written statement shall notify the employee of his/her right to Association representation. The employee must sign the statement acknowledging receipt of the statement and the date received.
- C. At the disciplinary hearing, the alleged misconduct shall be explained and the member shall be informed of the facts leading up to the disciplinary action.
- D. The measures of discipline generally shall follow in the order listed below unless the severity of the infraction warrants accelerated discipline:

1. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the member's personnel file. (There will be written notification that this step occurred, however, it is for documentation only).

2. Formal Discipline

- a. First Step – Verbal reprimand. (There will be written notification that this step occurred, however, it will not be placed in the employee's personnel file).
- b. Second Step – Written reprimand(s).
- c. Third Step - The Superintendent may suspend a bargaining unit member with or without pay and require a signed last chance agreement.
- d. Fourth Step – Termination.

E. A copy of any written reprimand shall be given to the member before placement in the member's personnel file. The member shall be given the opportunity to attach a written rebuttal within ten (10) calendar days.

F. If a member of the bargaining unit feels that any disciplinary action is unwarranted, he/she shall have the right to file a grievance in accordance with this Agreement. However, oral reprimands shall not be subject to the grievance procedure.

G. Contract termination shall be for just cause and in accordance with Section 3319.081 of the Ohio Revised Code.

H. Upon the request of the bargaining unit member, verbal and written reprimands may be removed from the bargaining unit member's personnel file after two (2) years, barring further similar problems. Upon the request of the bargaining unit member, a suspension may be removed from the bargaining unit member's personnel file after five (5) years, barring further similar problems. Upon the request of the bargaining unit member, all other discipline will be removed from the bargaining unit member's personnel file after two (2) years, barring further infractions of the same nature.

ARTICLE 17: REDUCTION IN STAFF

A. Employees may be laid off by seniority within a classification when their positions are eliminated as a result of the following: (1) Abolishment of positions, (2) Reduction of a program, (3) Lack of work, (4) Lack of funds, (5) Return to duty of a regular employee after a leave of absence, (6) Territorial changes affecting the District, (7) Decreased enrollment of pupils in the District, (8) Financial reasons, and/or (9) Any other reason set forth in Sections 3319.17 or 3319.172 of the Ohio Revised Code. This will be on a district wide basis.

B. Notification of Anticipated RIF:

If the Board determines a RIF may occur, the Board shall notify the Association in writing, not less than thirty (30) calendar days prior to the effective date of the RIF. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; and the effective date of the RIF.

Within five (5) calendar days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

C. Implementation:

In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

1. Position (s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
2. Members on limited contracts shall be laid off in reverse seniority order within the classification.
3. Members on continuing contracts shall be laid off in reverse seniority order within the classification.
4. Members with prior experience in other classifications within the bargaining unit shall have "displacement rights" over less senior members within the same classification.
5. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior employee who is qualified for a position to be laid off before a less senior employee.
6. a. Layoff shall occur by suspension of contract.
b. A member to be laid off shall be given written notification at least thirty (30) calendar days prior to the effective date of the RIF.

D. Recall:

1. All unit members who have been laid off shall be placed on a recall list for a period of two (2) years from the effective date of the layoff.
2. Members on continuing contracts shall be recalled first, in decreasing order of classification seniority as defined in Article 18, Section B to any position for which the employee is qualified becomes vacant or is created. Members on limited contracts shall be recalled second, in decreasing order of seniority to any position for which the employee is qualified becomes vacant or is created.

3. As a vacancy occurs, the most senior unit member laid off from the classification in which the vacancy occurs, shall be recalled to the vacant position. If no member on the recall list was laid-off from the classification of the vacancy, the most senior member on the District seniority list, as defined in Article 18, Section A, shall have the right to accept and/or reject recall to the vacant position provided he/she meets the qualifications as set by the Board. If the most senior member on the District seniority list rejects recall to a different classification, the vacancy shall be offered to other members on the list who meet the qualifications set by the Board in decreasing order of seniority, who shall also have the right to accept or reject recall to a different classification.
4. Notice of recall shall be given by certified mail to the last address given to the Board by the member. A copy of the recall notice shall be sent to the Association. If a member fails to respond within ten (10) calendar days after the date of receipt of the notice, he/she shall be deemed to have refused the position offered and be placed at the bottom of the recall list.
5. Any member on the recall list who rejects placement on a substitute list shall remain on the recall list and shall not have his/her right to unemployment compensation challenged.
6. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
7. No transfer and/or reassignment shall be made during a period of RIF that prevents the recall of a member.
8. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off member.
9. Upon reinstatement from a layoff, such member shall retain all previous accumulated seniority, sick leave and other benefits awarded by this Agreement.

ARTICLE 18: SENIORITY

A. District Seniority:

1. District seniority shall be used primarily for salary schedule purposes. District seniority will be computed from a member's first day of providing actual services in the District in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absences and for a period of two (2) years from the effective date of layoff.
2. Time spent on inactive pay status (unpaid leave) or time spent in non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
3. A tie in District seniority shall be broken by the following method to determine the most senior member:

a. The earliest date of employment as a bargaining unit member as determined by Board minutes; then

b. By order in which employment was acted upon and approved in the Board minutes.

B. Classification Seniority:

1. Seniority within classification shall be utilized for vacancies, transfers, reassignments, and reductions in force to the extent required by Articles 15 and 17.

2. Seniority within classification will begin to accrue as a member's first day of providing actual services in the District in a bargaining unit position in that classification. Seniority will continue to accrue during all paid leaves of absence and for two (2) years from effective date of layoff from that classification.

3. A tie in seniority within classification shall be broken by the following methods:

a. The earliest date of employment as a bargaining unit member as determined by Board minutes; then

b. By order in which employment was acted upon and approved in the Board minutes.

C. Seniority shall be lost when a unit member retires or resigns, is discharged for a cause; or otherwise leaves the employment of the Board.

D. The Association will be provided with a seniority list by classification upon request.

ARTICLE 19: HOLIDAYS

A. Regular Classified Personnel will have the following paid holidays:

1. Regular Classified Personnel employed on a nine (9) or ten (10) month basis will be entitled to the following holidays with pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

2. Regular Classified Personnel employed on an eleven (11) or twelve (12) month basis will be entitled to the following holidays with pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

3. Regular Classified Personnel employed on less than nine (9) months basis are entitled to those enumerated holidays which fall within their period of employment.

B. Holiday Overtime:

For all work performed on a holiday the employee shall receive standard holiday pay in addition to being paid at the rate of double for all hours worked.

ARTICLE 20: PROVISIONS CONTRARY TO LAW

This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A) of the Ohio Revised Code, all Civil Service Rules and Regulations, and all policies, rules and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful (in accordance with Section 4117.10 (A) of the Ohio Revised Code), such provision shall be automatically terminated but all other provisions of this Agreement shall remain in full force and effect.

The parties shall meet within thirty (30) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE 21: VACATIONS

- A. All twelve (12) month employees will be entitled to vacation upon request with pay as follows:
 1. After one (1) year of service in the District, members will be entitled to two (2) weeks of paid vacation (ten (10) working days) per year.
 2. After ten (10) years of service in the District, members will be entitled to three (3) weeks of paid vacation (fifteen (15) working days) per year.

3. After sixteen (16) years of service in the District, members will be entitled to four (4) weeks of paid vacation (twenty (20) working days) per year.
 4. After twenty five (25) years of service in the District, members will be entitled to twenty-four (24) working days of paid vacation per year.
 5. After thirty (30) years of service in the District, members will be entitled to twenty-six (26) working days of paid vacation per year.
 6. After thirty-five (35) years of service in the District, members will be entitled to twenty-eight (28) working days of paid vacation per year.
- B. An employee may take “pay in lieu of vacation” for five (5) days of his/her vacation accumulation. Said employee must notify his/her supervisor by May 1st of any year if they wish to take pay in lieu of vacation. The requirement for the May 1st notification only applies to sell back of days over the summer months.
- C. Personnel serving on twelve (12) month contracts will make their request for vacation on an authorized online program which will be submitted to the Superintendent or his/her designee for approval. Requests for vacation must be submitted at least one (1) week prior to the date the vacation is scheduled to begin. Emergency vacation requests may be approved by the Superintendent and his/her designee. Vacation may be taken at any time during the year. At least one (1) week may be scheduled during the school year as approved by the administration. All twelve (12) month employees with more than fifteen (15) years of service are required to utilize at least five (5) consecutive work days of their vacation leave during the school year. Vacation requests will not be unreasonably denied.
- The District and Building administration and custodial staff within each building shall consult with one another *prior* to scheduling vacations in order to provide as much flexibility as possible in vacation choice and in job coverage.
- D. Upon retirement, an employee shall be paid for all accrued and unused vacation leave to his/her credit at the time of retirement, not to exceed the vacation leave accrued to his/her credit for the three (3) years immediately preceding his/her retirement and the prorated portion of his/her earned but unused vacation leave for the current year.

ARTICLE 22: MILEAGE ALLOWANCE

Any employee required to use his/her own vehicle to service the Board shall be reimbursed at the IRS allowable rate.

ARTICLE 23: BUS DRIVERS

- A. The established driving time for regular and special routes will be determined by the Administration, after consultation between the bus driver and the building principal. The established time shall not be changed unless authorized by the Director of Transportation. When routes are posted the route will be identified, with the understanding that the route is subject to change.

- B. Each regular driver shall be paid for all time that is spent driving their bus routes, dead head time, routine bus maintenance (i.e. oil change, lube and etc. as deemed necessary by the mechanic, if the driver is required to wait on the bus) and breakdowns.
- C. Except as exempt by Administration direction (e.g., the contingency weather plan), if a route is not driven, the driver may be subject to disciplinary action.
- D. Drivers required to drive a portion of another route will be paid the established hourly rate for the actual driving time required for that portion.
- E. Drivers required to extend their regular route due to roads being closed will be paid for the additional time required as approved by the Administration.
- F. The driver's regular hourly rate of pay shall be paid for Vocational Routes.
- G. Drivers will be paid for all other trips at the rate of Fifteen Dollars (\$15.00) per hour, with a minimum of Seventy-five Dollars (\$75.00) per trip. This time is calculated as follows:

From the time the bus leaves any departure location to pick up students for the trip until the time the driver returns to storage, or, for overnight trips, until such time the driver is off duty as determined by the trip chaperone, whichever applies. For overnight trips, drivers will also be paid a stipend of One Hundred Dollars (\$100.00) and be reimbursed for all reasonable meal and lodging expenses incurred during said trip as evidenced by receipts.

In order to receive expense reimbursement for these other trips, drivers must submit to the Treasurer's office an expense requisition prior to the trip and appropriate documentation no later than the last day of the pay period following which said trip occurs.

- H. Contracts will be issued for combined regular and special routes for those drivers affected. No driver shall be permitted to resign a portion of their assignments without special permission from the Board of Education. If written notice is received by the Administration prior to March 15th of the preceding school year, special consideration will be given to the request for partial resignation.
- I. Drivers will be responsible for warm-up, safety checks, and clean-up and shall be compensated for performing said duties at thirty (30) minutes per day at their applicable rate of pay.
- J. The Administration may use substitute drivers for extra-curricular trips only after polling all regular bus drivers on the list within the attendance area.
- K. Each regular driver is guaranteed at least a six (6) hour route per day, which includes the time spent performing the duties specified in Subsection I above. This requirement does not apply to routes posted as abbreviated routes. Notwithstanding the six (6) hour minimum, no current documented route will be reduced for the life of contract unless driver for that route changes.

- L. Substitutes for regular drivers driving a vocational or special education route shall be assigned to an eligible regular driver on a rotating seniority basis instead of a substitute. An eligible driver is defined as a regular driver who has completed his/her regular route in time to serve as a vocational or special education route substitute.
- M. Bus driver certification physicals shall be paid by the Board provided the bus driver obtains his/her physical from the Board appointed physician.
- N. Any driver with a positive drug and/or alcohol test will result in automatic termination.
- O. During afternoon hours of a regular school day when drivers are transporting students, there will be Central Office personnel available to answer the telephone or radio until 5:00 p.m.
- P. Drivers shall turn in the pre-trip and post-trip state required reports no later than ten (10) calendar days after the last day of the month for which said reports are based. Failure to do so may result in the driver being disciplined in accordance with Article 16.
- Q. The Board shall pay drivers either Twenty-Five Dollars (\$25.00) or their hourly rate up to two (2) hours, whichever is greater, to complete random drug testing that takes place beyond their regular work hours. Drivers shall also receive mileage reimbursement at the applicable IRS rate if they use their own vehicle to drive to and from the drug testing facility.
- R. While working as the On-Board Instructor (OBI), the OBI shall receive an additional Two Dollars (\$2.00) per hour in addition to their regular rate of pay.

ARTICLE 24: EXTRA BUS TRIPS

- A. A bus driver rotation list shall be maintained by the Administration for each of the two (2) service areas. One service area will consist of River Valley High School and River Valley Middle School, Addaville Elementary School, and Vinton Elementary School. A second service area will consist of South Gallia High School, South Gallia Middle School, and Hannan Trace Elementary School. Southwestern Elementary school will be assigned to either list at the option of the driver at the beginning of the school year. These lists will be updated at the beginning of the school year. If someone new is hired during the school year, the new driver will be notified of the existence of the list and may request to be added to the list per this section. Additionally, any current bus drivers not on the list can contact the transportation office to be added to the list. The list will be updated within ten (10) days of the new hire's start date. Drivers must indicate their desire to be on the rotation lists. All regular drivers' names shall be listed in order of seniority as determined by the last date of hire in this district and this list shall be furnished to all regular drivers upon request.

- B. All extra bus trips shall be assigned on a rotational basis using the list described in Section A of this Article. Drivers shall be polled in descending order of classification seniority as determined by Article 18, Section B. Drivers who have previously had an extra trip on that rotation shall be polled only after those who have not previously had a trip on the same rotation. All drivers on each list will be polled before a substitute driver is called. If a driver is ineligible for an extra trip because it interferes with his/her regular bus route, he/she shall remain eligible for other trips on that rotation. Once the full rotation list has been polled and no regular driver has accepted the trip, regular drivers remain eligible for trip and the driver may request the trip. This will not change the rotation list order for the next trip.
- C. If no regular or substitute driver is obtained through the polling process, the supervisor shall assign the trip on a mandatory rotation basis to the least senior driver who has not previously had such a trip. No driver will be mandated to take an extra trip exceeding more than 100 miles each way. In such cases where there is a difference between a driver's regular route pay and the extra bus trip pay the Board agrees to pay whichever is greater of the two.
- D. After a trip has been approved, the supervisor/designee shall begin polling drivers in an attempt to secure a driver for the approved trip. Polling for extra trips shall begin as many days in advance as is possible.

If the driver has not responded to the call, they have waived their right to the extra trip.

Predetermined athletic trips will be posted three (3) times per year at the High School for one (1) week period, after which the posting period will be closed for assignment. Predetermined athletic trips occurring between September 1st and October 31st will be first posted at the August in-service and will be open and posted for one (1) week at the garage and each school building office. Predetermined athletic trips occurring between November 1st and February 28th will be posted at the administrative offices two (2) weeks prior to November 1st. Predetermined athletic trips occurring between March 1st and May 31st will be first posted at the February in-service and will be open and posted for one (1) week at the administrative offices. Predetermined athletic trips occurring between June 1st and August 31st will be assigned pursuant to the polling process. Assignments will be made upon the close of the lists on the basis of classification seniority per Article 18, Section B.

If a driver accepts a trip and then cannot take the trip, it shall be that driver's responsibility to secure a driver for their trip. The driver must notify the supervisor that has the responsibility for the trip that they will not be driving and they must then tell who has assumed the trip.

Trips that are rescheduled from the original departure date and/or time will not be reassigned to another driver. If the originally scheduled driver is unable to drive the trip on the rescheduled date and/or time the trip will be reassigned according to Section A of this Article.

- E. If a driver is improperly skipped for an extra trip, upon receiving notification of the error, the driver shall be placed at the top of the list and be awarded the next available extra trip.

ARTICLE 25: SEVERANCE PAY

- A. Upon retirement (as defined by Ohio Revised Code Section 124.39) from the Gallia County Local School District, an employee shall be compensated for unused sick leave to the extent of one-fourth (1/4) day of severance for each day of sick leave accumulated by the employee up to four hundred (400) days and unused by the employee to a maximum of one hundred (100) days. The rate of compensation shall be determined by dividing the employee's base salary less any supplemental contracts for salary by one hundred eight-two (182) days.
- B. To be eligible for severance pay from the Gallia County Local School District, the employee must have completed ten (10) years in the Gallia County Local School District immediately prior to retirement.
- C. Employees who have not completed the ten (10) years in the Gallia County Local School District as defined above are ineligible for benefits under this Article.
- D. In case of the death of a bargaining unit member before retirement, the bargaining unit member who is eligible for severance under B above, shall have paid to their beneficiary or estate any accrued severance pay in accordance with A above.
- E. Bargaining unit members who provide notice of resignation due to retirement to the District by November 1 of the school year will receive a one thousand dollar (\$1,000) lump sum payment with final severance payment.

ARTICLE 26: REPORT PAY

In the event an employee is required to report to work other than his/her regular schedule, he/she shall be paid the amount of time worked at time and a half his/her applicable rate of pay. If the amount of time worked is less than two (2) hours, the employee will received a minimum of two (2) hours of pay at time and a half.

ARTICLE 27: INSURANCE

- A. Effective July 1, 2022, all newly hired employees shall pay fifteen (15%) of the overall insurance premium. For all employees hired prior to July 1, 2022, will pay nine percent (9%) of the overall insurance premium. For all employees, if two (2) employees are married, the Board of Education shall pay One Hundred Percent (100%) of the health insurance premiums for a family plan, or two (2) single plans, for the employees. The benefit levels of the insurance plan shall be provided to the members.

A health insurance committee will study, monitor and adjust, as necessary the District health insurance program. The Committee's purpose will be to improve the cost-effectiveness of the District's expenditures for insurance. It shall be comprised of nine (9) members: three (3) from the GCLEA, three (3) from the Board of Education and three (3) from the GLSSA. The Committee shall be responsible for reviewing the plan design and making recommendations regarding plan amendments, opt-out incentives, rate changes and plan composition. The Committee shall meet as necessary to review the plan in accordance with the requirements of this section and will meet on a regular basis. The Committee's recommended plan shall be adopted by the Board so long as it is within the cost parameters of this section. In addition, the Committee will work with the Board to secure additional plan options that may be obtained by the membership via an annual memorandum of understanding. Any questions regarding any topic related to insurance can and should be addressed to the Committee.

B. Life Insurance:

The Board shall pay the full premium for group term life insurance in the amount of \$25,000 AD&D through a carrier of the Board's choice on the lives of all members of the bargaining unit.

C. Dental Insurance:

The Board agrees to pay for the complete cost of a dental insurance plan for all employees and members of the employee's immediate family, namely spouse and children, consisting of the following:

Deductible:	Coverage
\$50.00/person/year	100/80/50
\$100.00/family/year	
Maximum benefits:	\$1,500 per year
Maximum benefits for Orthodontics:	\$1,000 lifetime

D. 125 Plan

The Board of Education shall provide a Section 125 plan to allow health insurance premiums and all other legally permissible expenses to be deducted on a pre-tax basis and paid from the account in accordance with the permissible legal limits. Costs of administering the plan shall be borne by Board of Education.

E. Spousal Eligibility

This section shall apply only to employees who are hired by the Board to begin working on or after January 1, 2016.

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and prescription drug insurance sponsored by his/her employer or any public retirement plan that is affordable as defined by the Affordable Care Act, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage within thirty (30) days of the spouse becoming eligible for group health insurance through his/her employer.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan within thirty (30) days of the spouse becoming eligible for group health insurance. Additional documentation may be required.

If the employee submits false information the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

F. Nurse Practitioner

The Board will implement a program under which members may utilize the services of a specific nurse practitioner in lieu of obtaining services through a traditional physician's office toward which the Board will pay for utilization by all persons District-wide covered under the insurance plan provided by the Board. The Board will pay up to Thirty-Six Thousand Dollars (\$36,000.00) each year to be allocated equally amongst the participating nurse practitioners as determined by the Insurance Committee for utilization by all persons District-wide covered under the insurance plan provided by the Board. The unused portion of said amount shall not carry over to subsequent years. The Board shall inform the employees on July 1 of each year of the nurse practitioners whose services will be directly paid for. This section does not apply to employees who are not covered by, have opted out of, or are not eligible to enroll in the Board's health insurance plan. The Administration shall provide the Insurance Committee with an updated accounting of the total expenditures from the nurse practitioner account on a monthly basis.

ARTICLE 28 – SALARY SCHEDULE

Bargaining unit members shall receive their applicable step increases on the salary schedule for the 2022-2023 through 2024-2025 contract years.

2022-2025 Classified Salary Schedule

Index	Service Years	Head Cook	Cook/Aide	Secretary/Custodian	Bus Driver	Head Mechanic	Mechanic	Courier
1.00	0	15.72	15.18	16.31	19.04	19.90	19.37	16.17
1.10	1	17.29	16.70	17.94	20.94	21.89	21.31	17.79
1.11	2	17.45	16.85	18.10	21.13	22.09	21.50	17.95
1.12	3	17.61	17.00	18.27	21.32	22.29	21.69	18.11
1.13	4	17.76	17.15	18.43	21.52	22.49	21.89	18.27
1.14	5	17.92	17.31	18.59	21.71	22.69	22.08	18.43
1.15	6	18.08	17.46	18.76	21.90	22.89	22.28	18.63
1.16	7	18.24	17.61	18.92	22.09	23.08	22.47	18.76
1.17	8	18.39	17.76	19.08	22.28	23.28	22.66	18.92
1.18	9	18.55	17.91	19.25	22.47	23.48	22.86	19.08
1.20	10	18.86	18.22	19.57	22.85	23.88	23.24	19.40
1.21	11	19.02	18.37	19.74	23.04	24.08	23.44	19.57
1.22	12	19.18	18.52	19.90	23.23	24.28	23.63	19.73
1.23	13	19.34	18.67	20.06	23.42	24.48	23.83	19.89
1.24	14	19.49	18.82	20.22	23.61	24.68	24.02	20.05
1.25	15	19.65	18.98	20.39	23.80	24.88	24.21	20.21
1.26	17	19.81	19.13	20.55	23.99	25.07	24.41	20.37
1.27	19	19.96	19.28	20.71	24.18	25.27	24.60	20.54
1.28	21	20.12	19.43	20.88	24.37	25.47	24.79	20.70
1.29	23	20.28	19.58	21.04	24.56	25.67	24.99	20.86
1.35	25	21.22	20.49	22.02	25.70	26.87	26.15	21.83

- A. Head Cook – 182 + 8 paid holidays = 190 day contract. 8.0 hours per day + ½ hour unpaid lunch.
- B. Cook - 182 + 8 paid holidays = 190 day contract. 7.5 hours per day: part-time 4-5 hours per day + ½ hour unpaid lunch
- C. Bus Driver – 182 + 8 paid holidays = 190 day contract. Minimum 6 hours per day or established route time.
- D. Head Mechanic – 260 day contract, includes 13 paid holidays. 8.0 hours per day + ½ hour unpaid lunch.
- E. Mechanic – 260 day contract, includes 13 paid holidays. 8.0 hours per day + ½ hour unpaid lunch.
- F. Custodian – 260 day contract, includes 13 paid holidays. 8.0 hours per day + ½ hour unpaid lunch.
- G. Elementary Secretary – 197 + 8 paid holidays = 205 day contract. 8.0 hours per day + ½ hour unpaid lunch.
- H. High School Secretary – 217 + 8 paid holidays = 225 day contract. 8.0 hours per day + ½ hour unpaid lunch.

- I. Aide – 182 + 8 paid holidays = 190 day contract. 7.0 hours per day + ½ hour unpaid lunch. Aides shall earn an additional \$0.25 per hour if they have an associate degree or higher.
- J. Courier – 260 day contract, includes 13 paid holidays. 8.0 hours per day + ½ hour unpaid lunch.

ARTICLE 29: CALAMITY DAY

- A. All employees shall be paid their appropriate rate of pay for all days or a part of a day when the school building at which they are assigned is closed due to an epidemic, public calamity, or lawful order and they do not report to work. If the Board determines to make up days or hours of the school year due to schools being closed for an epidemic or other public calamity and employees have already been compensated for the school closure, employees are required to work those make-up days (or hours), but will not receive pay or compensatory time for those make-up days (or hours) because employees have already been compensated. If an employee reports to work before a calamity day is declared, the employee will not be required to make up that time already worked, or will elect to take compensatory time.
- B. On days that delayed starts are implemented, twelve month employees shall report to work at their normal time. Delayed starts are not part of the reasons stated in (A) or defined as a “calamity day.”
- C. All custodians and mechanics will be required to work on school closure days. Other employees may be required to work by their immediate supervisor or the Superintendent. Custodians, mechanics and employees assigned to work will report at their usual time, unless notified otherwise. For hours worked by employees required to work on the first five (5) declared calamity days, those employees will be paid double time for hours worked and regular wages for the portion of the day not working.
- D. Employees shall not suffer any loss in pay if the schools are closed due to a calamity.

ARTICLE 30: TUITION REIMBURSEMENT

- A. The Board shall pay an amount equal to two hundred fifty dollars (\$250) toward the cost of tuition for a member of the bargaining unit to attend a class sponsored by an accredited educational institution. A maximum of two thousand five hundred dollars (\$2,500) shall be appropriated for this purpose. In order to be eligible for reimbursement, a member must comply with the following:
 - 1. The member must submit in writing to the Superintendent a request for course approval prior to registering for the course.
 - 2. The member must state how this course would improve his/her performance or for what job opportunity he/she would like to become trained in the Gallia County Local School District.
 - 3. The course must be an approved course of study offered by the accredited educational institution.

4. The employee must provide the Treasurer with official documentary evidence that a grade of "C" or better was earned.
- B. Reimbursement shall be made on a first come first served basis.

ARTICLE 31: MANDATED AND/OR VOLUNTARY TRAINING AND CERTIFICATION

- A. Any state mandated training for bargaining unit members will be paid for by the Board.
- B. Any employer required/mandated training for bargaining unit members will be at Board's expense.
- C. The Board shall pay for the six (6) hour advanced CDL training at the employee's hourly rate.
- D. When new computer programs are introduced for the use by any staff, a training will be provided to all staff that will use the computer program in the course of their job duties.
- E. The Board will pay the costs of the recertification classes of employees. Said payment shall be in accordance with the Professional Leave Regulations adopted by the Board.
- F. The Board will pay for the cost of the attendance of a staff member at a professional development seminar or conference that is approved in advance by the Professional Development Committee and is applicable to their job duties. Said payment shall be in accordance with the Professional Leave Regulations adopted by the Board.
- G. The Board will pay for On-Board Instructor (OBI) certification for up to two (2) employees.

ARTICLE 32: SERS PICK UP SALARY REDUCTION PLAN

- A. The Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of being paid by each employee through a salary reduction and forwarded to SERS on behalf of each employee to be treated as deferred salary otherwise payable to such employee in cash before the SERS deductions and taxable by the Federal and State governments.
- B. The Treasurer is also directed to prepare and distribute an addendum to each affected employee's contract which states:
 1. That the employee's contract salary is being restated as consisting of:
 - a. A cash salary component; and
 - b. A "pickup" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee.
 2. That the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each employee; and

3. That payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract).
- C. The Board's total combined expenditures for each affected employee's total contract salary payable in accordance with the Section (including "pickup" amounts) including its employer contribution to SERS shall not be greater than the amount the Board would have paid for each affected employee had this Section not been included in the Agreement.
- D. The Treasurer shall compute and remit its employer contribution to SERS based upon total contract salary, including the "pick-up". The Treasurer shall report for Federal and Ohio income tax purposes as an employee's gross income, the employee's total contract salary less the amount of the "pickup". The Treasurer shall report for municipal tax purposes the employee's total contract salary including the amount of the "pickup".
- E. Each affected employee shall assume all responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans in which he/she may be participating.

ARTICLE 33: AIDES

- A. In the event a teacher is absent and an aide is assigned to supervise a class, the aide will be paid at the rate of time and one-half (1 ½) times the hourly rate for teaching or monitoring the class. No aide will be required to teach a class.
- B. The libraries will be closed during the first two (2) days and the last two (2) days of the student school year to afford Library Aides time to prepare for the school year and/or to pack up their libraries.
- C. In the event that a librarian is assigned to supervise a class during a time that no class is assigned to the library, no additional payment will be issued.

ARTICLE 34: ATTENDANCE

Custodians, cooks and bus drivers may arrange for and secure their own substitutes. If this occurs, the employee shall contact his/her immediate supervisor immediately after securing the substitute and inform the supervisor of his/her absence and of the name of the substitute.

ARTICLE 35: STUDENT DISCIPLINE

Any bargaining unit member, if required by an Administrator to be present for student disciplinary reasons or other reasons on their own time, shall be paid at his/her hourly rate (view tapes, conference, meeting with Administrators, etc.).

ARTICLE 36: MECHANIC

- A. The Board will provide uniforms for the mechanics. Mechanics shall be provided with eleven (11) uniforms, each uniform consisting of one (1) shirt and one (1) pair of pants.
- B. Mechanics must be certified to drive a school bus, but will only be used as a substitute in emergency situations, where the emergency arises on a route.
- C. Mechanics will work only on Board-owned vehicles and will not work on Guiding Hand busses.

ARTICLE 37: CONTRACT SEQUENCE

- A. Contracts shall be awarded as follows for all employees hired after September 1, 2015:
 - 1. First Contract - a one (1) year limited contract
 - 2. Second Contract - a two (2) year limited contract
 - 3. Third Contract - a two (2) year limited contract
 - 4. Fourth Contract - a two (2) year limited contract
 - 5. Fifth Contract - a continuing contract

The parties expressly agree this provision prevails over Sections 3319.081(A) and (B) of the Ohio Revised Code.

- B. The parties expressly agree that Section 3319.081(C) of the Ohio Revised Code applies to the contract sequence in Section A above.

ARTICLE 38: COOKS

- A. Cooks will not be pulled from their duties in the kitchen during student serving time.
- B. The Board will provide to cooks all adequate training, equipment, and software on all aspects of food service.
- C. In the event that kitchen staff feel that their assigned cafeteria is understaffed, the Head Cook at said cafeteria shall meet with the Building Principal by October 1 or as needed to discuss the need for additional staff. If the Head Cook and Building Principal determine that additional staff is warranted, the Building Principal shall recommend to the Superintendent that additional staff be hired.

ARTICLE 39: PARAPROFESSIONALS

Federal ESEA legislation requires that paraprofessionals meet one of three criteria to become qualified:

- 1. Complete at least two (2) years of study at an institution of higher education (defined as 48 semester or 72 quarter hours as verified by college transcript from an accredited institution of higher education); or
- 2. Obtain an Associate (or higher) Degree from an accredited institution of higher education (defined as any Associate Degree program from an accredited institution of higher education); or

3. Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment.

The *Parapro Assessment*, developed by Education Testing Service, will be the State Assessment for paraprofessionals in Ohio. On June 10, 2003, the Ohio state Board of Education adopted a passing score of 456 as the passing score on this assessment.

It is the intent of the Gallia County Local Schools Board of Education to adopt the *parapro assessment* as the primary, district-supported avenue of meeting the requirements for paraprofessionals of EDEA Section 1119: no child left behind. Compliance with this statute requires that:

1. Paraprofessionals employed before January 8, 2002, to meet one (1) of the three (3) criteria outlined in the statute by January 8, 2006.
2. Paraprofessionals employed after January 8, 2002, meet one (1) of the three (3) criteria outlined in the statute upon employment.

In the interest of supporting the paraprofessional staff members as they move to attain the “highly qualified” status required by ESEA “No Child Left Behind” federal legislation, the Gallia County Local Schools Superintendent will recommend to the GCLS Board of Education that the Board:

1. pay the test fee for paraprofessionals employed by the school district;
2. pay mileage to the paraprofessional if the required test is not given within Gallia County.

ARTICLE 40: EMPLOYMENT OF RETIREES

- A. For purposes of this Article, a retiree is defined as an employee who has retired through a state or privately sponsored retirement system and is receiving a monthly stipend from said retirement system.
- B. When a vacancy exists for a position that may be difficult to fill with a qualified applicant, as determined by the Board, the Board may consider a retiree upon the recommendation of the Superintendent. The Board retains the right to decide whether to hire a retiree and that decision will be made on a case by case basis.
- C. A newly employed retiree shall initially be placed on a salary step as determined by the Superintendent. A newly employed retiree shall be placed in his/her actual classification column as set forth in Article 28.
- D. Retirement from Gallia County Local School District shall be considered a break in employment.
- E. Individuals who are employed as defined in Section A shall not be eligible for hospital, surgical, prescription, major medical and dental benefits provided under Article 27 of the Contract.

- F. Re-employed retirees will be eligible for all other Board provided benefits except as noted herein, including, but not limited to, life insurance coverage specified in Article 27 of the Contract.
- G. Re-employed retirees may be employed on a series of one (1) year limited contracts, which shall automatically expire at the end of the term. A retiree shall not be eligible for a continuing contract.
- H. A retiree shall accumulate and may use sick leave in accordance with Article 11 of this Agreement, but is not entitled to severance pay under Article 25 of this Agreement or under law upon the conclusion of employment as a retiree.
- I. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 17 of the contract, the retiree shall be considered the least senior employee in their classification. They shall be the first to have their contract suspended, shall have no right to recall, and shall have no bumping rights.
- J. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Gallia County Local Support Staff Association/OEA/NEA.
- K. The Board agrees to notify the Association of all retirees employed, along with their assignment.

ARTICLE 41: CUSTODIANS

During summer months, custodians will maintain their building assignments, unless an emergency arises necessitating the temporary reallocation of manpower for up to a two-week period. In those instances, when a custodian is temporarily reassigned to a different building, the custodian will be reimbursed for the difference in mileage between regular duty assignment and the temporary duty assignment. Reimbursement will be at the IRS allowable rate.

ARTICLE 42: DURATION

This agreement shall be effective July 1, 2022 and shall continue in full force and effect until midnight, June 30, 2025.

In witness whereof, the parties have caused this Agreement to be executed on the day and year first above mentioned.

GALLIA COUNTY LOCAL BOARD OF EDUCATION

FOR THE BOARD:

FOR THE ASSOCIATION:

BOARD, President Date

Association President Date

BOARD, Superintendent Date

Team Member Date

BOARD, Treasurer Date

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form:

1. Aggrieved
2. Administration
3. Association

Grievance Report

(Submit to Supervisor in Duplicate)

Building	Assignment	Name of Grievant	Date Filed

LEVEL II

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (Include Article and Section violated) _____

2. Relief Sought _____

Signature

Date

C. 3. Disposition by Supervisor

Signature

Date

LEVEL III

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

Signature Date

LEVEL IV

GRIEVANCE MEDIATION

A. Position of Grievant and/or Association _____

Signature

Date

B. Date Submitted to Mediation _____

C. Arbitration timeline on hold until completion of mediation process.

LEVEL V

A. Position of Grievant and/or Association _____

Signature Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

Signature Date