

SETTLEMENT AGREEMENT

This agreement is entered into by and between the EASTWOOD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME/AFL-CIO (OAPSE) and its Local #736. The parties hereby agree to the following:

STATE EMPLOYMENT
RELATIONS BOARD

10-MED-03-0332

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2572-02

❖ **Article VIII – Personnel Provisions**▪ **C – Classification Pay, Page #12**

- ◆ Any person who works in a higher position for ten (10) days or more and accepts all job description responsibilities will be paid at the high increment for those days, but not for experience. In cases of Head Cooks, the second cook would automatically move into this position.

➤ **Add:**

- Whenever a full time Custodian is off, the part-time or next in seniority building classification shall be called in to fill the position providing he/she meets the necessary qualifications of the position.
- *Employees may not move up and exceed 40 hours per week.*

❖ **Article XVII – Transportation Provisions**▪ **A – Extra Field Trips and Activity Trips, Page #28, Number #04; Page #29, Number #11**

- ◆ Extra trips shall be assigned on a rotating basis. A list of drivers will be established by seniority. The list will be followed each month beginning with senior driver on the list.

➤ **Change:**

- Extra trips shall be assigned on a rotating basis. A list of drivers will be established by seniority. The list will be followed month to month beginning with the next available driver on the list. Any driver choosing not to take an extra trip must wait until his/her name comes up in accordance with the normal rotation.

❖ **Article XV – Wages and Wage Provisions**▪ **A – Wage Rate Schedule**

- ◆ See Appendix A for the wage rate schedule for the 2012-2013 school year.

➤ **Change:**

- The base wage for each classification shall be increased zero percent (0%) for the 2012-13 school year. Also, the cents per hour step amount for all steps for all classifications shall be Twenty-Five Cents (25¢) each step.

- o All members of the bargaining unit will receive one-time lump sum payments of one and three-fourths percent (1.75%) of the employee's 2012-2013 base be paid in the first pay of November of 2012, respectively.

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❖ Article II – Definitions

4. The Board minutes would determine who was hired first.

Delete and change to:

- 4. As of June 1, 2012, a coin flip for people hired the same date would determine seniority.

Article XV-Wage and Wage Provisions

- 1. All stipends will be converted to cents per hour by dividing the stipend amount by the total hours of work per year. The stipend amount for the Library paraprofessionals used for this conversion shall be Six Hundred Dollars (\$600.00). This amount will be added to the current base wage.

Delete

❖ Article XIX– Event Provisions

➤ Add:

- o *Custodial duties for all scheduled weekend events at the high school will be assigned on a rotating basis each month to building custodial staff. A list of employees will be established by building/classification seniority. In the event that no HS custodial employee signs up for an event, the work shall be offered to other custodians in the district based on district/classification seniority. A list will be created and followed each month beginning with the next available employee on the list. Any employee choosing not to take an extra event must wait until his/her name comes up in accordance with the normal rotation.*

Robin Humbarger
(President of Local #736)

Date:

8/2/12

Sheri L. Seppke
BOARD

Date:

7/31/12

Rachel Morrow
(OAPSE Field Representative)

Date:

8/8/12

Wendy
BOARD

Date:

8/1/12