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**MASTER
AGREEMENT**

**Between the
West Branch Board of Education**

and the

**West Branch
Classified Employees Association**

July 1, 2009 - June 30, 2012

TABLE OF CONTENTS

| | | PAGE |
|-------------|---|------|
| ARTICLE I | RECOGNITION AND DEFINITIONS | 1 |
| 1.01 | Statement of Recognition | 1 |
| 1.02 | Bargaining Unit Defined | 1 |
| 1.03 | Definitions | 1 |
| ARTICLE II | NEGOTIATIONS PROCEDURE | 3 |
| 2.01 | Initiation of Negotiations | 3 |
| 2.02 | Negotiations Agenda | 3 |
| 2.03 | Negotiation Teams | 3 |
| 2.04 | Meetings | 3 |
| 2.05 | Authority | 3 |
| 2.06 | Impasse Procedure | 4 |
| 2.07 | Ratification | 4 |
| 2.08 | Employee Relations Meetings | 4 |
| 2.09 | Effect of Negotiations Procedural Agreement | 4 |
| ARTICLE III | GRIEVANCE PROCEDURE | 4 |
| 3.01 | Definition | 4 |
| 3.02 | Step 1: Informal Procedure | 5 |
| 3.03 | Step 2 | 5 |
| 3.04 | Step 3 | 5 |
| 3.05 | Step 4 | 5 |
| 3.06 | Time Limits | 6 |
| 3.07 | Expedition of Grievances | 6 |
| 3.08 | Record Keeping | 7 |
| 3.09 | Rights to Representation | 7 |
| 3.10 | Attendance at Grievance Meetings | 7 |
| 3.11 | Protected Activity | 7 |
| 3.12 | Resolution After Agreement Expiration | 7 |
| ARTICLE IV | WBCEA RIGHTS | 7 |
| 4.01 | WBCEA Payroll Deductions | 7 |
| 4.02 | WBCEA Meetings | 10 |
| 4.03 | Mail Service/Mailboxes | 10 |
| 4.04 | Bulletin Boards | 10 |
| 4.05 | Facilities/Equipment | 10 |
| 4.06 | Board Meetings | 10 |
| 4.07 | WBCEA Reports | 10 |
| 4.08 | Membership Identification | 10 |
| 4.09 | WBCEA Business on District Property | 11 |

| | | |
|---------------------|---|-----------|
| 4.10 | Public Address/Intercom Systems | 11 |
| 4.11 | Board Agenda/Minutes | 11 |
| 4.12 | Bargaining Unit Roster | 11 |
| 4.13 | Health & Safety | 11 |
| ARTICLE V | EMPLOYMENT CONDITIONS | 11 |
| 5.01 | Work Hours and Lunch Period | 11 |
| 5.02 | Work Year | 12 |
| 5.03 | Tools for Position | 13 |
| 5.04 | Employee Orientation and Training | 13 |
| ARTICLE VI | EMPLOYMENT PRACTICES | 14 |
| 6.01 | Job Classifications | 14 |
| 6.02 | Job Descriptions | 14 |
| 6.03 | Vacancies | 14 |
| 6.04 | Certificated and Promotional Positions | 15 |
| 6.05 | Assignment and Transfer | 15 |
| 6.06 | Employee Evaluation | 16 |
| 6.07 | Employee Discipline | 16 |
| 6.08 | Personnel Files | 19 |
| 6.09 | Medical Examination | 20 |
| 6.10 | Field Trips | 20 |
| ARTICLE VII | LEAVES, HOLIDAYS, AND VACATIONS | 23 |
| 7.01 | Sick Leave | 23 |
| 7.02 | Personal Leave (Paid) | 24 |
| 7.03 | Leaves of Absence Without Pay | 25 |
| 7.04 | Jury Duty Leave | 26 |
| 7.05 | Military Leave | 26 |
| 7.06 | Holidays | 27 |
| 7.07 | Self-Improvement Leave | 27 |
| 7.08 | Association Leave | 28 |
| 7.09 | Assault Leave | 28 |
| 7.10 | Vacation | 28 |
| 7.11 | Emergency School Closing | 29 |
| 7.12 | Attendance Incentive | 29 |
| 7.13 | Working Conditions | 30 |
| 7.14 | Tuition Free | 30 |
| ARTICLE VIII | COMPENSATION AND FRINGE BENEFITS | 30 |
| 8.01 | Pay Schedules | 30 |
| 8.02 | Experience Credit | 33 |
| 8.03 | Expense Reimbursement | 33 |

| | | |
|--------------|--|----|
| 8.04 | Paycheck Procedure | 34 |
| 8.05 | Insurance | 35 |
| 8.06 | Severance Pay | 38 |
| 8.07 | Admission to School Events | 39 |
| 8.08 | Supplemental Pay Positions | 39 |
| 8.09 | Wage Garnishment | 39 |
| ARTICLE IX | RETIREMENT: SERS PICK-UP | 39 |
| 9.01 | Board Contribution | 39 |
| 9.02 | Uniform Application | 40 |
| 9.03 | Effective Date | 40 |
| 9.04 | Income Reported | 40 |
| ARTICLE X | REDUCTION IN FORCE | 40 |
| 10.01 | Notice to WBCEA | 40 |
| 10.02 | Notice to Employee | 40 |
| 10.03 | Layoff | 41 |
| 10.04 | Recall | 41 |
| 10.05 | Fringe Benefits During Layoff | 42 |
| ARTICLE XI | NO STRIKES AND LOCKOUTS | 42 |
| ARTICLE XII | MANAGEMENT RIGHTS | 42 |
| ARTICLE XIII | EMPLOYMENT OF RETIRED CLASSIFIED PERSONNEL | 43 |
| ARTICLE XIV | EFFECTS AND DURATION OF AGREEMENT | 44 |
| 14.01 | Complete Agreement | 44 |
| 14.02 | Severability | 45 |
| 14.03 | Authority of Agreement | 45 |
| 14.04 | Nondiscrimination | 45 |
| 14.05 | Individual Contracts | 45 |
| 14.06 | Printing and Distribution | 45 |
| 14.07 | Duration | 45 |
| | APPENDICES | |
| Appendix A | Grievance Form | 47 |

PREAMBLE

WHEREAS, the West Branch Classified Employees Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "WBCEA," and the Board of Education of the West Branch Local School District, hereinafter referred to as the "Board," following extended and deliberate good faith negotiation with respect to salaries, hours, working conditions, and other matters of concern, have reached certain understandings which the parties desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I. RECOGNITION AND DEFINITIONS

1.01 Statement of Recognition

Pursuant to the provisions of Ohio Revised Code Chapter 4117, the WBCEA shall be the sole and exclusive negotiating representative for the bargaining unit of employees defined in Section 1.02 below as employed or hereafter employed by the Board.

1.02 Bargaining Unit Defined

The bargaining unit of employees represented by WBCEA shall be defined as follows:

INCLUSIONS: All classified personnel employed by the Board including: All regularly employed mechanics, bus drivers, bus drivers/on-board instructors, transportation aides, custodians, cafeteria and lunchroom employees, cafeteria and playground aides, cafeteria cashiers, library aides, nurse aides, secretaries, and teacher aides.

EXCLUSIONS: All certificated employees, maintenance supervisor, transportation supervisor, cafeteria supervisor, technology consultant, 2 secretaries to the Superintendent, and Treasurer's Office staff.

After July 1, 2000, there shall be no new positions split between the bargaining unit and non-bargaining unit. Existing positions are not affected by this provision.

1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

1.031 Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.

- 1.032 Full-Time Employee: An employee who is regularly scheduled to work twenty-five (25) or more hours per work week.
- 1.033 Part-Time Employee: An employee who is regularly scheduled to work fewer than twenty-five (25) hours per work week.
- 1.034 Day: A calendar day.
- 1.035 Workday: A day on which an employee is scheduled to report for work.
- 1.036 Immediate Supervisor: The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by WBCEA.
- 1.037 Superintendent: The Superintendent of the West Branch Local School District or his/her designated representative.
- 1.038 WBCEA: The West Branch Classified Employees Association.
- 1.039 Board: The Board of Education of the West Branch Local School District.
- 1.0310 Seniority: Seniority is determined according to the employee's length of continuing service as a bargaining unit member commencing with the first day worked in a bargaining unit position after successful completion of his/her probationary period. Authorized leaves of absence shall not constitute a break in continuing service, but time spent on such leaves is not included in the determination of length of service.

If the seniority of two or more employees is equal, the date of the Board meeting at which the Board acted upon their employment, in a bargaining unit position, will be used to determine seniority. If the seniority of two or more people were equal but for an approved leave of absence, the date of the Board meeting at which the Board acted upon their employment will be used to determine seniority. If a tie still exists, the employee with the longest service in any regular employment position with the Board will have greater seniority and then the employee whose name appears first in the official Board minutes of the meeting where both employees were hired. By October 15 the Board shall present to the WBCEA an updated seniority list. The seniority list will also be posted at all job sites, i.e., the school office for each building and the bus garage.

1.0311 WBCEA President: The president of WBCEA or his/her designated representative.

1.0312 Just Cause: For purposes of termination, just cause shall be subject to the requirements of O.R.C. 3319.081.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

A written request for negotiation may be submitted by the WBCEA President to the Superintendent or by the Superintendent to the President of the WBCEA no later than ninety (90) days before the date of expiration of this Agreement. The parties shall meet within ten (10) work days of such request, unless the parties agree mutually to meet at a later date.

2.02 Negotiations Agenda

Not later than the first negotiation session, each Party shall present to the other written proposals of all items to be negotiated. After submission of the negotiations proposals, an item may be submitted for negotiation only upon mutual agreement of the Board and the WBCEA President.

2.03 Negotiation Teams

Representation shall be limited to a total of twelve (12) representatives. Up to six (6) representatives shall be designated by the Board and up to six (6) representatives shall be designated by the WBCEA President. A spokesperson will be designated by each party at the start of the negotiations.

2.04 Meetings

Negotiation meetings shall be held in closed session at a mutually agreeable time and place, but will not be scheduled during the normal workday, except when it is mutually agreed that meetings take place during the work day.

2.05 Authority

The negotiation representatives of each party shall be clothed with all necessary authority to make proposals, consider proposals, make counter-proposals, and reach tentative agreement on all matters under negotiation subject only to final ratification by the Board and WBCEA.

2.06 Impasse Procedure

If agreement is not reached on a successor contract within 45 days of the initial meeting, impasse may be declared by either party. Upon declaration of impasse, request shall be made to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator to assist the parties in reaching agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter. The parties shall share equally any costs charged by FMCS.

2.07 Ratification

This Agreement shall be ratified by the WBCEA within fifteen (15) days of the final meeting and by the Board at its next meeting. Upon such ratification, two copies of the final agreement shall be signed by the representatives of each party, one copy to be kept by the WBCEA President and one copy to be kept by the Board.

2.08 Employee Relations Meetings

An Employee-Administrator Committee consisting of not more than three (3) employees and three (3) administrators may meet on a bi-monthly basis during the school year to discuss matters of concern. These meetings will not be for the purpose of reviewing or discussing this Agreement or for negotiations or to bypass the grievance procedure. Each party will submit to the other, three (3) working days prior to the meeting, an agenda of the matters it wishes to discuss. Meetings may be cancelled when neither party has submitted an agenda, or by mutual agreement. Meetings will be postponed if either party is unable to meet at the scheduled time.

2.09 Effect of Negotiations Procedural Agreement

The negotiations procedural agreement set forth in Section 2.06 of this Article is the result of the parties' negotiations and is their complete agreement as to the conduct of negotiations and the resolution of any dispute concerning negotiations pursuant to Section 4117.14 of the Ohio Revised Code. The parties intend that this procedure shall supersede the procedures in said Revised Code Section.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Definition

A grievance is a claim by an employee or the WBCEA that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

3.02 Step 1: Informal Procedure

An employee who believes that the basis exists for a grievance shall discuss the grievance with his/her immediate supervisor informally within twenty (20) work days of the occurrence with the objective of resolving the grievance informally

3.03 Step 2

If the informal discussion in Step 1 does not effect a satisfactory disposition of the grievance, the WBCEA President or designee may submit the grievance in writing to the immediate supervisor within five (5) work days of the Step 1 meeting. The immediate supervisor shall arrange for a meeting with WBCEA President or designee to take place within five (5) work days after receipt of the grievance. The immediate supervisor shall provide the WBCEA with his/her written disposition of the grievance within five (5) work days after the conclusion of the meeting.

3.04 Step 3

If the disposition of the grievance by the immediate supervisor is not acceptable, or if the disposition is not provided within the time limits, the WBCEA President or designee may submit the grievance to the Superintendent within five (5) work days after the receipt of the disposition of the immediate supervisor or within eight (8) work days after the meeting in Step 2, whichever is later. The Superintendent shall arrange for a meeting with the WBCEA President or designee to take place within five (5) work days of receipt of the grievance. The Superintendent shall provide a written disposition of the grievance to the WBCEA within three (3) work days of the meeting.

3.05 Step 4

If the disposition of the grievance by the Superintendent is not acceptable, or if the disposition is not provided within the time limit, the WBCEA President or designee shall submit a request for arbitration to the American Arbitration Association. A copy of the request shall be provided to the Board within fifteen (15) work days.

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

3.051 Decision of Arbitrator

The decision of the arbitrator shall be final and binding unless challenged by either party in the courts under Ohio Revised Code Chapter 2711.

3.052 Costs of Arbitration

Each Party shall bear the full cost of its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be borne equally between the parties.

3.053 Transcripts

Should either party desire a transcript of the arbitration proceedings, that party shall bear the full cost for the transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

3.054 Authority of the Arbitrator

The authority of the arbitrator shall be limited to the interpretation and application of a specific provision(s) of the contract. The arbitrator shall have no power to add to, subtract from or modify any of the contract terms or to decide any matter not specifically provided by the contract and/or submitted by the parties.

3.06 Time Limits

The time limits set forth in this procedure may be extended only by mutual agreement of the parties. The parties agree that every reasonable effort will be made to expedite the grievance process.

3.07 Expedition of Grievances

If the WBCEA President and the Superintendent agree, Steps 1, 2, and 3 of the Grievance Procedure may be by-passed and the grievance brought directly at Step 4. Class grievances involving more than one supervisor, and grievances involving an administrator above the principal supervisory level may be filed by the WBCEA President with the administrator who has the authority to resolve the grievance.

3.08 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.09 Rights to Representation

Either party shall have the opportunity to have a representative of its choosing present at any level of the grievance procedure. If either party requests the attendance of a representative at a meeting, the other party should be so informed in writing at least one (1) workday in advance so as to provide ample opportunity for that party to arrange for representation. The WBCEA President or designee may be present at any level of the grievance process.

3.10 Attendance at Grievance Meetings

An employee whose presence is required at any grievance meeting described in this Article shall be made available for such meeting without loss of pay or leave. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit shall be extended to such time that such person(s) can be present. To the extent possible, grievance meetings will be scheduled during the grievant's and WBCEA President or designated representative's non-working hours so as not to interfere with the regular workday.

3.11 Protected Activity

An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.

3.12 Resolution After Agreement Expiration

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE IV. WBCEA RIGHTS

4.01 WBCEA Payroll Deductions

The Board shall provide payroll deductions for the payments of WBCEA membership dues in accordance with the following:

4.011 Authorization

Employees shall submit a written authorization for payroll deductions on a form provided by the WBCEA to the Treasurer at least two (2) weeks prior to October 1 of any year the employee begins payroll deductions under this Agreement. Unless revoked or changed in accordance with the procedures contained herein, an authorization will continue from year to year.

4.012 Payment Installments

Authorized payroll deductions will be made in twenty (20) equal installments beginning with the first paycheck in October.

4.013 Remittance of Dues

Within five (5) work days following the completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the WBCEA Treasurer in check form made payable to WBCEA, together with a report showing the names of the employees for whom deductions were made and the amount of the deduction. The remittance, at WBCEA's option, may be made available for pickup at the Board office by designated WBCEA representatives or sent to the WBCEA by U.S. mail. At least two (2) weeks prior to October 1 of each year, the WBCEA will notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the WBCEA President or Treasurer.

4.014 Additional Memberships

An employee who wishes to add WBCEA membership dues deduction may do so in September of any year. All authorization cards must be submitted to the Treasurer at least two (2) weeks prior to October 1 of each year.

4.015 Indemnification

The WBCEA does indemnify and holds harmless the Board and the Treasurer against any claims that may arise out of or are in any way related to the deductions made in accordance with these provisions.

4.016 Dues Changes

The WBCEA shall give written notice to the Board Treasurer of any change in the amount of deduction at least ten (10) workdays before the end of the payroll period for which such change is to be effective. No changes will be

made in the amount of deduction unless additional authorization cards are obtained from employees who wish to change the amount of deduction.

4.017 Fair Share Fee

The Association recognizes its obligation to represent fairly all employees regardless of whether they are members of the WBCEA. The Association may assess a fair share fee for all employees. This fee is to be equal to, but not to exceed, annual total affiliated dues paid by members of the WBCEA, but subject to the internal rebate procedure required by law. The following procedure shall be used for payroll deduction of fair share fees.

Upon notification the Board shall make all deductions for fair share fee payers starting with the first pay check after January 15 equivalent to the amount of dues paid by members to date.

It shall be the responsibility of the Association to determine internal procedures for non-members according to federal law and provisions of Revised Code 4117.

The Association agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of or connected with the imposition, determination or collection of fair share fees in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any suit, claim or administrative proceedings, to provide legal defense for the Board in any suit, claim or administrative proceedings.

The Association reserves the right to select the legal counsel. Any other legal services or costs unrelated to fair share shall be the responsibility of the Board.

4.018 Maintenance of Membership

All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement. Employees who wish to terminate their membership may do so by providing written notice to the Union and District Treasurer during a thirty (30) day period commencing sixty (60) days prior to the expiration date of the Agreement.

4.02 WBCEA Meetings

The WBCEA shall be allowed to hold meetings on District property at all reasonable times and places, provided that such meetings shall not disrupt normal school operations. Members who are scheduled for second shift shall be allowed one hour release time to attend a maximum of three (3) meetings a year.

4.03 Mail Service/Mailboxes

The WBCEA shall be allowed use of the Board mail service, including employee mailboxes, for WBCEA communications to and from employees. The WBCEA shall be provided a mailbox at the work location of the WBCEA President or his/her designee.

4.04 Bulletin Boards

The WBCEA shall be allowed to post notices and other information regarding WBCEA activities and concerns at each work site in the same location as employee mailboxes as well as on a bulletin board designated for exclusive use by WBCEA.

4.05 Facilities/Equipment

The WBCEA shall be allowed to use school facilities and equipment, including, but not limited to, typewriters, mimeographing and other duplicating and photocopying machines, calculating and computing machines, audio-visual equipment, and word/data processing equipment at all reasonable times when such items are not otherwise in school use.

4.06 Board Meetings

The WBCEA shall appear on the agenda of regular Board meetings and shall be recognized during Board meetings to speak on issues under consideration.

4.07 WBCEA Reports

The WBCEA shall be allowed, upon request by WBCEA Unit Representatives, to present brief reports and announcements during staff meetings.

4.08 Membership Identification

WBCEA members shall be allowed to wear and otherwise display pins or other identification of membership in WBCEA.

4.09 WBCEA Business on District Property

Duly authorized representatives of the WBCEA and its respective affiliates shall be permitted to transact official WBCEA business on district property at all reasonable times, provided that such activity shall not interfere with nor disrupt normal work assignments.

4.10 Public Address/Intercom Systems

Duly authorized WBCEA representatives shall be allowed to present brief announcements regarding official WBCEA business by use of any public address/intercom system available at each work location.

4.11 Board Agenda/Minutes

The WBCEA President shall be provided a copy of the agenda of each Board meeting in advance of the scheduled meeting. When school is not in session, the agenda shall be mailed. Said agenda shall include all attachments. The WBCEA shall be placed on all Board agendas. The WBCEA President will be notified of special meetings of the Board.

4.12 Bargaining Unit Roster

The WBCEA shall be provided a current bargaining unit roster annually by September 1st. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's name, home address, home telephone, and work location.

4.13 Health & Safety

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or likely to cause accident, injury, or illness to employees. The Board' Occupational, Safety and Health program shall comply with the requirements of the program elements of the Department of Labor Regulations. All work areas shall be properly ventilated.

ARTICLE V. EMPLOYMENT CONDITIONS

5.01 Work Hours and Lunch Period

Full-time employees will not be required to work more than five (5) consecutive work days in a calendar week to accumulate forty (40) work hours. Any hours in pay status in excess of forty (40) hours in a work week will be paid at the rate of time

and one-half or, if authorized by the Superintendent, in compensatory time equal to one and one-half hours of compensatory time for each hour worked, up to an accumulation of two hundred forty (240) hours.

Nothing in this Article shall prevent the Board from establishing a work week of less than forty (40) hours.

Each full-time employee who works five (5) hours consecutively is entitled to a .5 hour lunch period which may be used intermittently.

5.02 Work Year

5.021 Twelve-month custodians and bus mechanics shall have a minimum of two hundred fifty-one (251) working days and nine (9) paid holidays for a total minimum of two hundred sixty (260) days.

5.022 Ten-month custodians and Junior High secretary shall have a minimum of two hundred ten (210) working days and six (6) paid holidays for a total minimum of two hundred sixteen (216) days.

5.023 Nine-month custodians shall have a minimum of one hundred seventy-eight (178) working days and six (6) paid holidays for a total minimum of one hundred eighty-four (184) days.

5.024 Twelve-months secretaries shall have a minimum of two hundred fifty-one (251) work days and shall be paid for nine (9) holidays for a total minimum of two hundred sixty (260) days.

5.025 Eleven-month secretaries shall have a minimum of two hundred thirty (230) working days and nine (9) paid holidays for a total minimum of two hundred thirty-nine (239) days.

5.026 Ten-month secretaries shall have a minimum of one hundred ninety (190) working days and six (6) paid holidays for a total minimum of one hundred ninety-six (196) days.

5.027 The head cook, cook's helper, and library aides shall have a minimum of one hundred eighty (180) working days and six (6) paid holidays for a total minimum of one hundred eighty-six (186) days.

5.028 Aides shall have a minimum of one hundred seventy-six (176) working days and six (6) paid holidays for a total minimum of one hundred eighty-two (182) days.

5.029 Bus drivers shall have a minimum of one hundred seventy seven (177) working days and six (6) paid holidays for a total minimum of one hundred eighty-three (183) days.

5.03 Tools for Position

5.031 Providing Equipment

Tools, equipment, and supplies shall be provided for each position requiring them. Tools shall be kept in a safe place and the employee shall be responsible for replacement of those lost or broken through misuse.

5.033 Uniforms

The Board of Education shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of bus mechanics' uniforms.

5.04 Employee Orientation and Training

5.041 Job Descriptions

A new employee will receive a copy of a job description and the West Branch School District guidelines, as those documents are developed and finalized.

All other employees, including new cooks, will receive the state mandated training or whatever training is necessary as determined by the Administration, to perform assigned job duties. The training will take place during regular work hours by a supervisor, administrator, or designee designated by the Superintendent.

5.042 Facilities

Any time the school is used by any group, the Board shall mandate a custodian is to be on the premises. If the group is also using the kitchen and/or preparing food, the Board shall mandate a head cook or cook's helper is on the premises. Any employee so assigned shall be accessible to the outside group and shall see that the school facilities are properly used. If no employee in the three (3) classifications agrees to work, the Board may go outside the bargaining unit to assign the work.

ARTICLE VI. EMPLOYMENT PRACTICES

6.01 Job Classifications

All bargaining unit positions shall be assigned to one of the following job classifications: custodian, head cook, cook's helper, aide, cashier, secretary, bus driver, and mechanic.

6.02 Job Descriptions

A copy of the job description of each classification within the bargaining unit shall be provided to the WBCEA President. A copy of the respective job description shall be provided to each new employee at the time of first employment.

It is solely the right of the Board to create new positions and classifications within the bargaining unit, the job descriptions for such positions and classifications, and to modify each existing job description as needed.

The WBCEA President or designee shall be provided information and rationale about proposed job description changes and shall have input into proposed job description changes prior to final adoption by the Board.

A meeting of all custodial employees with the Superintendent, Custodial Supervisors, and Building Principals shall be held to discuss duty schedules and job descriptions prior to the first student day. An additional meeting shall be held after the start of the school year to discuss reporting procedures and questions that may arise regarding the responsibility to report between the Custodial Supervisor and the Principal.

6.03 Vacancies

After an employee who holds a bargaining unit position leaves the employment of the Board, or accepts an assignment to another position with the Board, or when the Board creates a new bargaining unit position, and the Board determines that a full time or part time vacancy exists, it shall fill the vacancy with the most competent, capable, and qualified candidate available.

6.031 Posting

All vacancies which have not been filled by reassignment or transfer shall be posted, as they occur, in each building in the District for a minimum of seven (7) workdays. The notice of vacancy shall include the general qualifications, location, date of vacancy and procedures for applying. During the summer

months when school is not in regular session, notice of vacancies shall be mailed to employees not on duty.

6.032 Applying

Employees who desire to apply for the vacancy shall file their application, in writing, with the Superintendent or designee within the time limit specified in the notice. Any employee who applies is guaranteed an interview.

6.033 Consideration of Applicants

Applications will be accepted from within and outside the School District. Employees shall be interviewed before outside candidates are interviewed. Vacancies shall be given to qualified candidates in the same job classification before other qualified candidates who are currently employed by the Board and/or outside applicants.

6.034 Length of Vacancy

After a vacancy, as determined in Section 6.03, has been posted as established in 6.031, it will be filled by hiring a regular employee within 60 days.

6.035 Probationary Period

An employee new to the system shall have a sixty (60) work day probationary period. Dismissal prior to expiration of the probationary period shall not be subject to the grievance procedure. Any current employee who fills a vacancy shall have a thirty (30) work day probationary period. If administration is not satisfied with the employee's performance, the employee shall be reassigned to their previous position without loss of seniority. This reassignment may not be made unless the supervisor has spent time working with the employee in attempting to correct any deficiencies.

6.04 Certificated and Promotional Positions

Employees will be considered for vacancies in certificated or promotional positions before non-Board personnel are considered.

6.05 Assignment and Transfer

A transfer shall be the assignment or reassignment of an employee to a different work location, job classification, or a different shift. The assignment and transfer of employees shall be made in accordance with the needs of the School District by the

local Superintendent. Prior to a change in work location, classification or shift which is intended as a permanent transfer/reassignment and notification to the affected employee, the Superintendent and the Supervisor shall meet with the Association President to discuss the change and possible alternative solutions. The employee shall be notified forty-eight (48) hours prior to the transfer and will be given reasons for the transfer. Notification will include new assignment location, shift, change in classification (if applicable) and reason for transfer. A meeting with the Local Superintendent shall occur prior to a final decision on transfer.

Should the need arise for an employee to work additional hours above the contract hours, the employee will be asked. This applies in the need for overtime or for short term substituting. The employee shall have the option to say no to substituting, except in the case of a cook's helper who can be subject to short or long-term substitute assignments in which case he or she shall be paid at the applicable head cook rate.

In the assignment of overtime hours, the regular employee shall be asked first. After three (3) attempts (*i.e.*, contacting any 3 regular building custodians with none of the 3 custodians willing to accept overtime), substitutes may be utilized.

6.06 Employee Evaluation

Employees shall be evaluated annually by the appropriate administrator and/or supervisor designated by the Superintendent. The employee shall be notified of their evaluator by September 30 with the evaluation to occur prior to May 30 of each year the employee is scheduled for evaluation.

The appropriate administrator and/or supervisor shall discuss the evaluation with the employee. The employee shall sign the evaluation and shall be given a copy of such evaluation at the time of the evaluation.

The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.

The employee shall have the right to respond to the evaluation within fifteen (15) calendar days. The employee's written response will be placed in the employee's personnel file.

6.07 Employee Discipline

For purposes of this article, discipline shall be defined as having two levels. For purposes of termination, just cause shall be subject to the requirements of R.C. 3319.081.

6.071 Level 1:

For those incidents to which O.R.C. 3319.081 applies, the procedures for discipline to be followed are as set forth in the statute.

6.072 Level 2:

For those incidents and discipline which are outside the scope of O.R.C. 3319.081, the supervisor shall follow the principles of progressive discipline, with oral warning given prior to written warning except for offenses of a serious nature where an oral warning would not be commensurate with the seriousness of the offense.

6.073 Suspension

Offenses of a serious nature may justify discharge, under Level 1 and the provisions of O.R.C. 3319.081, without regard to previous reprimand or discipline.

6.074 Investigatory Meeting

If the discipline to be imposed is under Level 1 and the provisions of 3319.081, the Superintendent or designee shall meet with the employee and, if the employee requests, the WBCEA President or designee. At the meeting, the Superintendent shall provide:

6.0741 Written or oral notice of the charges against the employee;

6.0742 An explanation of the evidence supporting the charges; and

6.0743 An opportunity for the employee to respond to the charges.

6.075 Suspension

If an employee poses a serious danger to persons or Board property, the Superintendent or designee may suspend an employee without pay for up to three (3) work days pending the meeting described in Section 6.074 above.

6.076 Grieving Discipline

Level 1 discipline is not subject to the grievance procedure.

6.077 Discipline Effects on Nonrenewal

Nothing in this Article restricts the Board's right to non-renew the limited contracts of employees as provided in O.R.C. 3319.081.

6.078 Community Complaint Procedure Concerning A Bargaining Unit Member

Any complaint arising from the bargaining unit member's performance of duties as an employee of the Board shall not become a part of the bargaining unit member's personnel file without the following steps:

1. A complaint concerning a unit member(s) must be submitted in writing to the Principal/Supervisor. The Principal/Supervisor shall give a copy to the unit member(s) within five (5) working days of receipt.
2. A meeting involving the bargaining unit member, the Principal/Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet with the bargaining unit member and the Principal/Supervisor, or in the alternative solely with the Principal/Supervisor within thirty (30) days, no further action will be taken and the complaint will be destroyed. The Principal/Supervisor will take all reasonable steps to encourage the complainant to meet the with affected bargaining unit member before advancing the complaint to the next level.
3. If the complainant is not satisfied with the Principal's/Supervisor's disposition of the complaint, the Principal/Supervisor shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent within five (5) working days. The bargaining unit member may attach his/her own statement to the complaint.
4. The complainant may appeal the complaint to the Superintendent within five (5) working days of the Principal's/Supervisor's decision. The Superintendent will hold a hearing in which the participants shall include the involved bargaining unit member and his/her immediate supervisor. The complaining party may be present if the party desires.
5. If the complainant or bargaining unit member is dissatisfied with the Superintendent's disposition of the complaint the matter may be

appealed to the Board who shall hold a hearing in private during an official meeting, and then rule on the matter in public session. The decision of the Board shall be final.

6. In each of the steps above, a bargaining unit member may be accompanied by an Association Representative.
7. Parents or members of the public who wish to file a complaint will be provided with a copy of this procedure.

6.079 Representation:

Each employee shall have the opportunity to be accompanied by a representative at preliminary meeting which could lead to disciplinary action. The WBCEA President or designee shall be notified of any preliminary meeting and shall have the right to be present.

6.791 An investigatory meeting refers to any meeting with the Superintendent or designee during which the employee's misconduct is investigated.

6.792 An employee who intends to exercise this right shall inform the Superintendent or designee in advance of his or her intention to be accompanied by a representative.

6.793 It is not the intent of the parties that this provision shall apply where circumstances warrant a warning or the service of an immediate written reprimand or other disciplinary action.

6.794 The administrator shall have the right to a representative of his or her choosing at such meeting.

6.795 A copy of any discipline administered to an employee shall be sent to the Association president.

6.08 Personnel Files

The examination and maintenance of employees' personnel files shall be pursuant to the Ohio Public Records Act and the Ohio Privacy Act.

6.09 Medical Examination

Any medical examination required of a bus driver or mechanic subsequent to employment will be provided by a Board-appointed physician at no cost to the employee.

6.10 Field Trips

6.101 Selection of Field Trips

Every two weeks, beginning with the second Friday in August, a list of field trips scheduled for the following two weeks will be available mid-week in the bus garage. Drivers desiring trips should report at the designated time to the Transportation Office. Drivers desiring to take field trips may also make their desire known in writing by prioritizing their choices, signing the sheet and giving it to either a Field Trip Committee member or the Supervisor. When their turn comes up in rotation, their written choices will be considered the same as if they were in attendance at the meeting. Holidays or any other trips when school is not in session will be offered in the previous week's selection. If a driver fails to attend the meeting either in person or by proxy and his/her turn comes up in rotation, it shall be considered a "bye" and he/she will not be eligible until his/her name comes around in rotation. Seniority prevailing, first choice of trips at the first trip meeting is given to the driver at the top of the seniority list. The next driver on the seniority list has second choice and on down the seniority list until all trips are selected. At the next field trip meeting, the first choice of field trips goes to the driver in the next seniority slot from the last field trip assigned. This rotation will continue from the top of the seniority list to the bottom for all consecutive meetings. All day trips (overnight trips excluded) requiring more than one van shall be offered to bus drivers in the bargaining unit.

6.102 Cancellation of Field Trip

If the Board cancels an assigned field trip, the driver shall be offered the next available field trip, but will not be moved out of his/her proper placement in the seniority list. Once a driver accepts an "add on" run, he/she will not be offered a second "add on" run until the rotation is complete. An "add on" run is a trip that occurs after the scheduled field trip meeting and before the next scheduled field trip meeting.

6.103 Reassignment of Field Trip

Should a driver return two (2) trips in any semester, he/she will automatically be eliminated from the roster for the remainder of that semester. Drivers unable to meet their scheduled field trip obligation due to an authorized absence for the day will not be charged with a return. An authorized absence shall be defined as an absence while on a Board approved leave or an absence due to an emergency that arises after the start of the morning route. When a driver is unable to make a trip for any reason, he/she shall notify the supervisor of the need for reassignment of that trip to another driver at least (48) hours in advance of said trip, if possible. Every effort shall be made to assign that trip to the next 3 drivers in rotation, and only then be offered to another driver or substitute. The same procedure shall apply to last minute scheduling of trips. Refusal of these offerings will not constitute elimination from the roster. If a driver is not able to be at the field trip assignment meeting, because of being on a field trip, or authorized absences, he/she may put their name on a piece of paper, date it, and prioritize their choices. If their turn comes up and the trip is available, they can have it. This only applies to drivers who are on an assigned field trip, or authorized absence, at the time of the field trip assignment meeting.

6.104 Field Trip Pay

The field trip rate for regular drivers shall be their regular hourly rate for all time worked with a minimum compensation of one (1) hour.

6.105 Field Trip for Students with Disabilities

All trips involving students with disabilities will be taken by the regular driver of the disabled/lift bus and who will be credited with these trips in rotation.

6.106 Priority of Regular Route

A regularly assigned driver or other contracted employee may not choose to drive a field trip rather than his/her regularly assigned route or regularly assigned duties if the field trip schedule interferes with his/her regular bus route/duties. The exceptions are trips of extended length or duration or unusual circumstances as determined by the supervisor/administration, and/or Superintendent assignment. A driver shall not be offered or accept a field trip while on a personal day. A driver who has another driving obligation through the bidding procedure, cannot choose to take off from that obligation to substitute on another route or field trip.

6.107 Field Trip Review Committee

A Field Trip Review Committee shall be established by September 1st. (The previous year's Committee will handle any situations arising prior to then.) The Committee shall consist of two (2) Association Drivers and the Transportation Supervisor. The purpose of the Committee will be to review and assess on any problems that arise concerning Field Trips and their Drivers, and are to be consulted for all school year trips and all trips during the summer recess.

6.108 Driving of Field Trips

Regular, full-time bus drivers will be given first opportunity to take field or athletic trips which occur at times that do not interfere with their regularly assigned routes. Field trips that occur at times when regular drivers are on assigned routes or trips that were not requested by regular drivers at the Field Trip Meeting may be driven by substitutes. Trips scheduled for the Vo-Ag classes may be driven by their teachers. Any properly licensed coach or advisor may drive all overnight trips and trips that do not involve the use of more than one (1) van.

6.109 Filling Summer Positions

Any qualified employee who loses regularly scheduled hours shall be given priority by seniority in filling any summer or newly created summer positions within their classification.

Any qualified employee who loses regularly scheduled hours shall be given priority by seniority before outside hires in filling any summer or newly created summer positions outside their classification.

6.1010 Cameras

Cameras may be used on buses and/or on school grounds on an as needed basis. A video tape made on the bus may be viewed by one or all of the following: the driver, the transportation supervisor, the principal, and/or the superintendent. The tapes may be viewed by the parent if their child has been disciplined because of the tape. The parent is encouraged to view the tape with one or all of the following: the driver, principal, and/or transportation supervisor. The tapes shall be used to corroborate the driver's recollection of any given incident. The driver is not responsible for any

damage to the camera or tape. The tapes shall not be used to evaluate members of the bargaining unit.

6.1011 Kindergarten/M.C.O.E. Substitute Route Coverage

At the beginning of each semester, the transportation supervisor shall offer substitute driving opportunities initially among regular staff. Those wishing to substitute shall sign up on a separate sheet and shall be offered driving opportunities on a rotating basis starting with the most senior first driver. A driver scheduled to drive a field/athletic trip but chooses to drive a kindergarten/MCOE route instead will be charged with a return trip.

ARTICLE VII. LEAVES, HOLIDAYS, AND VACATIONS

7.01 Sick Leave

An employee unable to work because of personal illness, injury, illness or death of a member of the employee's immediate family, or exposure to a contagious disease which could be communicated to others, shall be granted sick leave without loss of pay in accordance with the provisions below.

7.011 Accumulation

Sick leave will be earned by full-time employees at the rate of one and one-fourth (1-1/4) days per month of employment or fifteen (15) days per year. A new full-time employee shall be credited, in advance, with five (5) days of sick leave immediately upon approval of employment by the Board. If the employee uses all or part of the five (5) days of sick leave credit and terminated employment before such sick leave has actually accrued, the employee shall reimburse the Board for the sick leave used but not earned. All sick leave accumulated previously in public employment in Ohio shall be credited to any employee as permitted by law. Regular part-time employees shall accumulate sick leave credit equal to the time actually worked at the same rate as that granted full-time employees. Unused sick leave shall be cumulative to 255 days.

7.012 Sick Leave Conversion Formula

A formula will be used to convert sick leave when an employee has a different job where the hours are increased or decreased. The formula will be: the total accumulated days times the number of hours in the current work day, the product of which is divided by the number of hours in the new work

day, which will then equal the number of sick days on the different hourly job.

7.013 Immediate Family

Members of the bargaining unit member's immediate family shall include spouse, children, grandchildren parents, siblings of self or spouse, and anyone living within the employee's household, excluding borders or renters. In the event of death, the definition shall extend to grandparents and uncles and aunts and relatives in law.

7.014 Use of Sick Leave

Necessary forms requesting sick leave must be filled out in the respective building office by the employee on the first work day back on the regular job.

7.0141 An employee may be required to furnish a satisfactory affidavit that his absence was due to illness.

7.0142 All medical and dental appointments, hospital and laboratory tests, x-ray and diagnostic services, shall be covered solely by the sick leave.

7.0143 An employee absence exceeding five (5) days consecutively may require a doctor's verification.

7.0144 Falsification of a statement to justify sick leave is grounds for suspension or termination of employment under 3319.081 of the Revised Code.

7.0145 An employee shall be allowed the use of sick leave in one-half (1/2) day increments, when feasible.

7.015 Family Medical Leave Act

All provisions of the "Family Medical Leave Act of 1993" shall be incorporated into this Agreement. For this Agreement, the FMLA year shall coincide with the negotiated agreement year.

7.02 Personal Leave (Paid)

Each employee shall be granted up to three (3) non-accumulative personal days per school year for responsibilities that cannot be assumed when school is not in session.

An employee shall be permitted to use one day of personal leave in one-half day increments.

7.021 Reasons for Leave

Personal leave shall be approved for the following reasons:

- (a) family obligations;
- (b) legal;
- (c) financial;
- (d) religious;
- (e) other (final decision made by Superintendent)

7.022 Restrictions

Personal leave will not be granted by the Superintendent either the day before or the day after a vacation or holiday, nor will it be granted the final two weeks of the school year or contract year except in the case of dire emergency which will require direct consultation with the Superintendent. Employees' absence from school for causes not mentioned under personal leave or sick leave, will not be approved by the Superintendent, nor paid by the Treasurer of the Board. An automatic reduction in pay will be made for all absences except sick leave either the day before or the day after a vacation or holiday. No extension of a paid holiday or vacation period can be made through the use of personal leave. A request for personal leave will be denied if the leave is in collaboration with the other. Personal leave days may not be used in conjunction with days docked due to absences without authorized leave ("dock days").

7.023 No more than two (2) bargaining unit employees per building may take personal leave on any specific day; no more than three (3) bus drivers may take personal leave on any specific day.

7.03 Leaves of Absence Without Pay

7.031 Entitlement to Leave

The Board will consider requests for leave of absence without pay on a case-by-case basis due to illness, disability, child care, military, and other reasons.

7.032 Terms of Leave

A leave of absence, if granted, may be granted up to one school year without pay. In order to be reinstated, an employee who is on a leave of absence must

notify the Superintendent before April 15 of his or her intent as to employment for the following school year.

7.033 Reinstatement

Upon the employee's return to service, the employee shall be reinstated to his or her former position provided that the employee is capable of meeting the requirements of the position.

7.034 Assignment on Return

Approval of a leave of absence without pay does not guarantee return of an employee to a specific assignment or building. A leave of absence without pay shall not be counted as a year of service credit for salary schedule placement.

7.035 COBRA

The employee shall have all rights under Cobra.

7.036 Provisions of the Reduction-in-Force

Any employee on an unpaid leave of absence shall be subject to all provisions of the Reduction In Force section.

7.04 Jury Duty Leave

Classified personnel are entitled to regular salary for time absent from duty for jury service.

7.05 Military Leave

Any employee who has left or leaves the employ of the Board of the purpose of entering on extended active duty in the armed services of the United States or the auxiliaries thereof, and within eight (8) weeks enters such service and who has returned, or returns from such service with an honorable discharge or certificate of service, shall be reemployed by the Board under the same type of contract as that which he or she last held, if such employee applies, within ninety (90) days after such discharge to the Board for reemployment.

Upon application for re-employment, the employee shall be reemployed at the first of the next school semester, if such application is made not less than thirty (30) days prior to the first of such next school semester, in which case such employee shall be

reemployed the first of the following school semester, unless the Board waives the requirement for such thirty-day period.

For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services of the United States or the auxiliaries thereof, shall not exceed four (4) and shall be counted as though school service had been performed during such time.

7.06 Holidays

7.061 Twelve-month employees shall have nine (9) paid holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day and Independence Day, Christmas Eve and Good Friday.

7.062 Eleven-month employees shall have the same nine (9) paid holidays as twelve-month employees.

7.063 All other employees shall have six (6) paid holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.

7.064 Any employee on an approved paid leave before or after a holiday shall be paid for the leave and the holiday pay.

7.07 Self-Improvement Leave

An employee may be granted by the Superintendent, with Board approval, a maximum of three (3) days per year for purposes of self-improvement in the employee's job classification. Such approval must be granted prior to the employee's attendance at a workshop, conference, training program, or other similar function designed for purpose of self-improvement in the employee's job classification.

Prior to the approval of the Superintendent and Board, the employee also must obtain approval from the building principal or appropriate department supervisor and a satisfactory substitute must be available. Such requests must be made at least two (2) weeks in advance to the appropriate building principal or appropriate department supervisor. Once approved by the building principal or appropriate department supervisor, the request will be submitted to the Superintendent, who upon approval will submit it to the Board.

7.08 Association Leave

The WBCEA officers or representatives shall be granted leave by the Superintendent to attend the OEA convention, OEA and/or Association in-service meetings. Such request must be made in writing on the appropriate form two (2) weeks in advance. No more than two (2) employees shall be on such leave at any time. No more than one (1) employee within a classification may use such leave at any one time. This leave shall be limited to a maximum of five (5) days.

7.09 Assault Leave

7.091 The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee will be granted up to twenty (20) working days assault leave. Thereafter, absence will be deducted from the employee's sick leave.

7.092 Assault leave may not be granted under this policy unless the employee in question:

7.0921 Has a signed, written statement on forms provided by the Board, justifying the granting and use of assault leave.

7.0922 Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

7.0923 Agrees to file a police report against the person or persons involved.

7.093 Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.

7.094 Assault leave shall not be charged against any sick leave earned or earnable by the employee.

7.10 Vacation

7.101 Vacation Accumulation

Full-time employees in service for not less than eleven (11) months in each calendar year, after service of one year with the Board, shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with full pay for a minimum of two calendar weeks and one

(1) day, excluding legal holidays. Full-time employees in service for not less than eleven (11) months in each calendar year and continuing in the employ of the Board for ten (10) or more years of service, shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks and one (1) day, excluding legal holidays. Full-time employees in service for not less than eleven (11) months in each calendar year and continuing in the employ of the Board for twenty (20) or more years of service, shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks and one (1) day, excluding legal holidays.

7.102 Vacation Conversion Formula

A formula will be used to convert vacation days when an employee has a different job when the hours are increased or decreased. The formula will be: the total accumulated days times the number of hours in the new work day, the product of which is divided by the number of hours in the new work day, which will then equal the number of vacation days on the different hourly job.

7.11 Emergency School Closing

Whenever schools are closed because of an emergency, employees will be notified through the news media. Should an employee be asked to report to work by an administrator or supervisor, said employee will either be paid his/her regular rate of pay or granted compensatory time, as determined by the Superintendent and Supervisor. If compensatory time is awarded this time may be taken at the discretion of the employee providing there is no emergency situation existing and proper notification is given to the administrator or supervisor of compensatory leave time.

7.111 Leave Not Deducted

When schools are closed officially by the Superintendent because of an emergency, no leave days arranged previously by an employee shall be deducted for such emergency days.

7.112 Make-Up Days

Make-up days for days of emergency school closing shall not be scheduled unless required by law.

7.12 Attendance Incentive

All employees with unused personal leave day(s) at the end of a school year shall be entitled to convert each unused personal leave day to a cash payment of one hundred

dollars (\$100.00) payable in the last pay in June (maximum payment is \$300.00). An additional one hundred dollar (\$100.00) payment shall be made to all bargaining unit members who use no sick leave in any school year.

7.13 Working Conditions

Employees will not leave their assigned job location during working hours except in the case of an emergency or school related business. In such an instance, they shall contact the Supervisor/Building Principal. If the Supervisor/Building Principal are unavailable, the employee shall leave a voicemail message with the Supervisor stating the reason for leaving and the time.

7.14 Tuition Free

As a benefit of employment, for those bargaining unit members whose children live outside the District, their children may attend the West Branch Schools under the Board’s open enrollment policy and such application shall be given preference for acceptance. Once enrolled, a staff members’ student shall not be removed except for reasons related to student misconduct.

ARTICLE VIII. COMPENSATION AND FRINGE BENEFITS

8.01 Pay Schedules

8.011 Pay Increases

Effective July 1, 2009 the base salary for each classification shall increase one percent (1%) over the 2008-2009 base salary.

Effective July 1, 2010, the base salary shall increase one percent (1%) over the 2009-2010 base salary.

Effective July 1, 2011, the base salary shall be one percent (1%) over the 2010-2011 base salary.

SECRETARIES/CASHIERS

| <u>Experience</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|-------------------|--------------|------------------|------------------|------------------|
| <u>Credit</u> | | | | |
| 0 | | 11.38 | 11.49 | 11.60 |
| 1 | 1.021 | 11.62 | 11.73 | 11.84 |
| 2 | 1.042 | 11.86 | 11.97 | 12.09 |
| 3 | 1.063 | 12.10 | 12.21 | 12.33 |
| 4 | 1.084 | 12.34 | 12.46 | 12.57 |

| | | | | |
|---|-------|-------|-------|-------|
| 5 | 1.105 | 12.57 | 12.70 | 12.82 |
| 6 | 1.126 | 12.81 | 12.94 | 13.06 |
| 7 | 1.147 | 13.05 | 13.18 | 13.31 |
| 8 | 1.168 | 13.29 | 13.42 | 13.55 |
| 9 | 1.189 | 13.53 | 13.66 | 13.79 |

AIDES

| <u>Experience</u> <u>Credit</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|------------------------------------|--------------|------------------|------------------|------------------|
| 0 | | 9.16 | 9.25 | 9.34 |
| 1 | 1.021 | 9.35 | 9.44 | 9.54 |
| 2 | 1.042 | 9.54 | 9.64 | 9.73 |
| 3 | 1.063 | 9.74 | 9.83 | 9.93 |
| 4 | 1.084 | 9.93 | 10.03 | 10.12 |
| 5 | 1.105 | 10.12 | 10.22 | 10.32 |
| 6 | 1.126 | 10.31 | 10.42 | 10.52 |
| 7 | 1.147 | 10.51 | 10.61 | 10.71 |
| 8 | 1.168 | 10.70 | 10.80 | 10.91 |
| 9 | 1.189 | 10.89 | 11.00 | 11.11 |

COOK'S HELPER

| <u>Experience</u> <u>Credit</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|------------------------------------|--------------|------------------|------------------|------------------|
| 0 | 0.895 | 9.14 | 9.23 | 9.32 |
| 1 | 0.916 | 9.35 | 9.44 | 9.54 |
| 2 | 0.937 | 9.56 | 9.66 | 9.75 |
| 3 | 0.958 | 9.78 | 9.88 | 9.97 |
| 4 | 0.979 | 10.00 | 10.09 | 10.19 |
| 5 | | 10.21 | 10.31 | 10.41 |
| 6 | 1.021 | 10.42 | 10.53 | 10.63 |
| 7 | 1.042 | 10.64 | 10.74 | 10.85 |
| 8 | 1.063 | 10.85 | 10.96 | 11.07 |
| 9 | 1.084 | 11.07 | 11.18 | 11.28 |
| 10 | 1.105 | 11.28 | 11.39 | 11.50 |
| 11 | 1.126 | 11.50 | 11.61 | 11.72 |
| 12 | 1.147 | 11.71 | 11.83 | 11.94 |
| 13 | 1.168 | 11.93 | 12.04 | 12.16 |
| 14 | 1.189 | 12.14 | 12.26 | 12.38 |

HEAD COOK

| <u>Experience</u> <u>Credit</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|------------------------------------|--------------|------------------|------------------|------------------|
| 0 | 0.895 | 10.31 | 10.42 | 10.53 |

| | | | | |
|----|-------|-------|-------|-------|
| 1 | 0.916 | 10.55 | 10.66 | 10.77 |
| 2 | 0.937 | 10.79 | 10.91 | 11.02 |
| 3 | 0.958 | 11.04 | 11.15 | 11.27 |
| 4 | 0.979 | 11.28 | 11.40 | 11.51 |
| 5 | | 11.52 | 11.64 | 11.76 |
| 6 | 1.021 | 11.76 | 11.88 | 12.01 |
| 7 | 1.042 | 12.00 | 12.13 | 12.25 |
| 8 | 1.063 | 12.25 | 12.37 | 12.50 |
| 9 | 1.084 | 12.49 | 12.62 | 12.75 |
| 10 | 1.105 | 12.73 | 12.86 | 12.99 |
| 11 | 1.126 | 12.97 | 13.11 | 13.24 |
| 12 | 1.147 | 13.21 | 13.35 | 13.49 |
| 13 | 1.168 | 13.46 | 13.60 | 13.74 |
| 14 | 1.189 | 13.70 | 13.84 | 13.98 |

CUSTODIAN

| <u>Experience</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|-------------------|--------------|------------------|------------------|------------------|
| <u>Credit</u> | | | | |
| 0 | | 12.85 | 12.98 | 13.11 |
| 1 | 1.021 | 13.12 | 13.25 | 13.39 |
| 2 | 1.042 | 13.39 | 13.53 | 13.66 |
| 3 | 1.063 | 13.66 | 13.80 | 13.94 |
| 4 | 1.084 | 13.93 | 14.07 | 14.21 |
| 5 | 1.105 | 14.20 | 14.34 | 14.49 |
| 6 | 1.126 | 14.47 | 14.62 | 14.76 |
| 7 | 1.147 | 14.74 | 14.89 | 15.04 |
| 8 | 1.168 | 15.01 | 15.16 | 15.31 |
| 9 | 1.189 | 15.28 | 15.43 | 15.59 |

BUS DRIVERS

| <u>Experience</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|-------------------|--------------|------------------|------------------|------------------|
| <u>Credit</u> | | | | |
| 0 | | 13.53 | 13.67 | 13.81 |
| 1 | 1.021 | 13.81 | 13.96 | 14.10 |
| 2 | 1.042 | 14.10 | 14.24 | 14.39 |
| 3 | 1.063 | 14.38 | 14.53 | 14.68 |
| 4 | 1.084 | 14.67 | 14.82 | 14.97 |
| 5 | 1.105 | 14.95 | 15.11 | 15.26 |
| 6 | 1.126 | 15.23 | 15.39 | 15.55 |
| 7 | 1.147 | 15.52 | 15.68 | 15.84 |
| 8 | 1.168 | 15.80 | 15.97 | 16.13 |
| 9 | 1.189 | 16.09 | 16.25 | 16.42 |

BUS MECHANICS

| <u>Experience Credit</u> | <u>Index</u> | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|------------------------------|--------------|------------------|------------------|------------------|
| 0 | | 14.32 | 14.46 | 14.60 |
| 1 | 1.021 | 14.62 | 14.76 | 14.91 |
| 2 | 1.042 | 14.92 | 15.07 | 15.21 |
| 3 | 1.063 | 15.22 | 15.37 | 15.52 |
| 4 | 1.084 | 15.52 | 15.67 | 15.83 |
| 5 | 1.105 | 15.82 | 15.98 | 16.13 |
| 6 | 1.126 | 16.12 | 16.28 | 16.44 |
| 7 | 1.147 | 16.43 | 16.59 | 16.75 |
| 8 | 1.168 | 16.73 | 16.89 | 17.05 |
| 9 | 1.189 | 17.03 | 17.19 | 17.36 |

8.02 Experience Credit

8.021 Movement on Index

An employee who works twelve (12) months shall advance one step on the Salary Schedule of his or her classification on July 1 of each year worked, provided the employee has been on active payroll status for at least one hundred twenty (120) working days during the previous work year. In the case of employees whose work year is less than twelve (12) months, advancement on the Salary Schedule shall be at the beginning of the employee's succeeding work year. When an employee is transferred or promoted to a different classification, his or her new salary shall be calculated by finding the equal or next higher salary in the new classification. A cook's helper who moves to head cook shall be placed on the head cook's salary schedule with one less year of experience.

8.022 Longevity

Any employee who has been employed for fifteen (15) consecutive years or longer shall receive \$400.00 longevity pay.

Any employee who has been employed for twenty (20) consecutive years or longer shall receive \$400.00 longevity pay.

8.03 Expense Reimbursement/Payment

The Board shall reimburse employees for the use of his or her personal car in the conducting of approved school business at the current rate established by IRS. Other actual expenses incurred shall be reimbursed according to Board policy.

The Board shall pay the cost of training, workshops, or in-service required to maintain licensing/certification, and yearly before-school in-service meetings.

8.04 Paycheck Procedure

The regular wages of employees, with the exception of the cafeteria aides, shall receive their payroll checks in twenty-six biweekly payments paid on every other Thursday. When the school calendar should result with pay day before the completion of two full weeks of service, at the beginning of the school year, another pay will be added to bring the total to twenty-seven. When a payday falls on a holiday, paychecks will be issued on the day preceding the holiday.

With prior notification, an employee may personally pick up his/her paycheck from 8:00 a.m. to 12:00 noon at the Treasurer's Office on designated paydays.

An employee who is not on duty as per contract may choose to have his/her paycheck mailed by US mail to the preprinted address as it appears on their payroll check. The Board shall assume the cost of these mailings. Payroll checks will not be mailed to another address or to the bank unless the employee provides a pre-addressed stamped envelope for the check(s) mailing. Checks to be mailed will be placed in the outgoing mail of the local post office only on the Tuesday afternoon prior to the scheduled pay.

8.041 Payroll Deductions

Deductions shall be made from paychecks as required by law or upon the authorization of the employee for the following reasons:

1. Taxes
2. Retirement
3. Insurances
4. Credit Union
5. WBCEA, FCPE, Fair Share
6. Charitable Contributions
7. Annuities
8. Court ordered deductions

8.042 Payroll Errors

In the event of a payroll error resulting in an underpayment to an employee, the employee shall receive correct compensation upon written notice to the Treasurer, but in no event later than the next pay day following such notice.

If the payroll error results in an overpayment to an employee, the employee shall be notified in writing of the error. The employee shall repay the amount of overpayment as mutually agreed between the employee and the Treasurer.

8.05 Insurance

8.051 Benefit Eligibility

An employee is eligible for Board paid medical insurance, life insurance, and dental as provided in subsequent sections. For any 40-hour employee, the Board shall pay according to the payment options listed under the applicable coverage. All other employees shall pay for medical and dental insurance on the following schedule.

Employees who are regularly scheduled to work 25-39 hours per week - the Board shall pay 80% and the employee shall pay 20% of the insurance premium.

An employee who works less than 25 hours per week is not eligible for insurance. Deductions for insurance contributions will begin in September, 2009.

8.052 Hospitalization Plan

1. A hospitalization program will be available to employees that will provide bargaining unit members with comparable coverage as previously provided under the former Master Agreement. The participant's cost or the location of such services may vary due to Preferred Provider Organization PPO requirements.
 - a. A PPO Program will be offered that carries three levels of deductibles. There will be a Low Deductible Plan, Core Plan, and High Deductible Plan. All plans will carry a coinsurance of 90% for network services and 70% for non-network services. Each of the three plans within the program will carry a Comprehensive Major Medical Benefit. A Prescription Drug Program will also be a part of each plan. Provisions required pursuant to the plan description and/or the provider, including but not limited to a provision for spousal exclusion, shall be applicable to all participants.
 - b. Spousal Coordination of Benefits (COB) – Effective 9-1-2009, a spouse of a bargaining unit member who is covered by the Board's health insurance program will be required to join his/her employer's

insurance program for at least single coverage (or retirement system/Medicare/other available coverage) if such program is available at a monthly cost of \$300.00 or less.

Claims for spouses of West Branch bargaining unit members will not be processed by the consortium's third party administrator until a COB form is on file with the Treasurer of the Board. Bargaining unit members are responsible for submitting an updated COB form immediately upon the occurrence of a change in a spouse's insurance eligibility or existing coverage.

Enrollment of a spouse at his/her place of employment assigns that employer's insurance carrier as the primary insurer but shall not prohibit the bargaining unit member from using the Board's insurance as secondary coverage for his/her spouse if the bargaining unit member so elects.

A bargaining unit member whose spouse is excluded from the Board's insurance plan pursuant to requirements of the insurance carrier, as described above, will receive a one-time payment of \$750.00, contingent upon the spouse remaining off the Board's insurance plan (even for secondary coverage) for at least one year. The financial assistance payment, as noted above, shall not be available if the employee wishes for his/her spouse to retain the Board's insurance as secondary coverage.

The plans are as follows:

| | | |
|--|----------------|--------------------|
| <u>Low Deductible Plan:</u> | <u>Network</u> | <u>Non Network</u> |
| Deductible single/family | \$150/\$300 | \$300/\$600 |
| Coinsurance Maximum excluding Deductible | \$250/\$500 | \$750/\$1,500 |
| Out of Pocket Maximums | \$400/\$800 | \$1050/\$2100 |
| | | |
| <u>Core Plan:</u> | <u>Network</u> | <u>Non Network</u> |
| Deductible single/family | \$250/\$500 | \$500/\$1000 |
| Coinsurance Maximum excluding Deductible | \$400/\$800 | \$1000/\$2000 |
| Out of Pocket Maximums | \$650/\$1300 | \$1500/\$3000 |
| | | |
| <u>High Deductible Plan:</u> | <u>Network</u> | <u>Non Network</u> |
| Deductible single/family | \$500/\$1000 | \$1000/\$2000 |
| Coinsurance Maximum excluding Deductible | \$500/\$1000 | \$2000/\$4000 |
| Out of Pocket Maximums | \$1000/\$2000 | \$3000/\$6000 |

- c. Bargaining Unit Members will have the opportunity to make an annual election during the enrollment period among the programs offered or other qualified provider programs selected by the Board as its network of choice. A Certificate of Coverage will be provided to new bargaining unit members at the time of their enrollment in the medical, prescription and dental insurance plans effective July 1, 2009.
- d. Payment Plans

Bargaining unit members shall contribute monthly premium payments based upon the plan selected, as reflected below:

| Premium | Employee | Employee + Spouse | Employee + Child | Family |
|----------------|-----------------|--------------------------|-------------------------|---------------|
| Low | 60.79 | 127.66 | 103.35 | 170.20 |
| Core | 40.72 | 85.54 | 69.25 | 114.06 |
| High | 23.24 | 47.65 | 40.56 | 63.53 |

- e. Subject to approval by the Internal Revenue Service (IRS), the Board will establish a comprehensive Section 125 Plan, at no cost to the bargaining unit members, to allow for non-taxable contributions as provided by law and to shelter all premium contributions for insurance plan participants.

8.053 Payment in Lieu of Insurance

An employee who declares in writing to the District Treasurer that he/she does not wish and elects not to be covered by the District Hospitalization plan the entire year, since he/she is covered by another plan outside the District, shall be paid \$600. This payment shall be made in the first pay of July of the succeeding year. This payment will be prorated based on the number of months employed as well as the eligibility of the employee for full-time benefits.

Any employee electing the bonus plan may forfeit the bonus and be placed on the insurance plan if his or her health insurance coverage status changes during the year. To rejoin the program an employee must notify the Treasurer's Office two (2) weeks prior to the first day of the month of which the employee wants coverage to become effective.

8.054 Life Insurance

The Board of Education agrees to provide a \$40,000 Group Life Insurance Policy for each of its regular employees under age 70 as defined in Section 8.051 at 100% Board paid. Benefits reduce to 65% at age 70; 50% at age 75 or over. Employees will have the option to purchase, at their own cost, additional life insurance. (See schedule for part-time employees above.)

8.055 Dental Insurance

The Board of Education will pay ninety-three percent (93%) of premiums for family and single employee dental insurance per month and the employee will pay seven percent (7%) of premiums per month. (See schedule for part-time employees above.)

All provisions of the dental insurance contract shall be incorporated into the contract. The yearly maximum for Class I, II, and III expenses shall not be less than \$2,500 per year.

8.056 Vision Coverage

During the term of this Agreement, July 1, 2009 through June 30, 2012, the Board shall reimburse an employee, up to a maximum of \$400.00, for eye examinations or corrective lenses purchased either for himself/herself or his/her dependant, as defined by the health insurance plan. For reimbursement to be payable, receipt(s) must be turned into the Treasurer's Office by June 30, 2012.

8.057 Mail Order Drug Program

The Board shall establish a mail order drug plan for all covered employees. Participation is optional and an employee may opt to continue using prescription drug coverage under the terms our hospitalization plans. The co-pay portion of this coverage is \$20.00 per refill (3 month supply) of any employee's prescription. The co-pay amount shall not increase more than \$5.00 during the life of this Agreement.

8.06 Severance Pay

At the time of retirement, (defined as receipt of first retirement check from SERS as the trigger mechanism) an employee will receive severance pay according to the following formula:

8.061 Employees with ten (10) to nineteen (19) years of continuous employment in the West Branch System will receive one-third (1/3) of their unused accumulated sick leave not to exceed sixty (60) days at the per diem rate of the last day of employment.

8.062 Employees with twenty (20) or more years of continuous employment in the West Branch System shall receive one-third (1/3) of their unused accumulated sick leave not to exceed sixty-five (65) days at the per diem rate as per the last day of employment.

8.063 In the event of death of the employee, the severance amount shall be paid to the employee's estate.

8.064 Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be paid only once to any employee.

8.065 Said employees will initiate retirement proceedings no later than three (3) months after retirement to be eligible for severance.

8.07 Admission to School Events

An employee, upon request to the Superintendent, shall be provided, without cost, a ticket to any Board-sponsored athletic event for which admission is charged, except events which are sponsored for the sole purpose of fund-raising. Such ticket may be used only by the employee.

8.08 Supplemental Pay Positions

Supplemental pay positions shall be awarded according to law.

8.09 Wage Garnishment

The wages of an employee shall not be garnished except as provided by law.

ARTICLE IX. RETIREMENT: SERS PICK-UP

9.01 Board Contribution

In addition to the required employer contribution to SERS, the Board will, as a condition of employment, contribute an amount equal to each employee's contribution in lieu of such payment to such employee (pick-up). Such amount

contributed by the Board to SERS on behalf of the employee shall be treated as a mandatory salary reduction otherwise payable to the employee.

9.02 Uniform Application

The Board's payment (pick-up) of the employee's mandatory SERS contribution shall apply uniformly to all employees and no employee shall have the option to elect a salary increase or other benefit in lieu of this payment.

9.03 Effective Date

The SERS pick-up shall become effective as of the date this Agreement is ratified.

9.04 Income Reported

For purposes of federal and state income tax, the Board shall report the employee's gross total calendar yearly earnings amount less the required employer contribution. For purposes of municipal income tax, the Board shall report the employee's gross income from the wage and salary schedule.

ARTICLE X. REDUCTION IN FORCE

When the Board determines that the nonteaching work force shall be reduced for decreased enrollment of pupils, return to duty of regular employee after leave of absence, suspension of schools or territorial changes affecting the district, or monetary difficulties the following procedures shall apply.

10.01 Notice to WBCEA

Before any reduction in force may occur, the WBCEA President shall be notified in writing by the Superintendent of the intended layoff, the positions to be affected, and the effective date of the layoff. Such notice shall be provided at least thirty (30) calendar days before the effective date of layoff. The Association shall have the right to address the Board at the meeting that the Board intends to take official action.

10.02 Notice to Employee

An employee to be laid off shall be notified, in writing, of the layoff action taken by the Board within one week of the Board's action.

10.03 Layoff

10.031 Order of Layoff

An employee who holds a position that is to be reduced has the right to bump the least senior employee in the same classification. If the classification has different amounts of hours per week or weeks per year worked, the more senior employee may bump the least senior employee in the next lower hours per week, or next lower weeks per year position.

10.032 Bumping Into Another Classification

If the reduced employee or bumped employee has worked in another job classification in the previous three (3) years, they may bump the least senior member in that classification who has less seniority than the reduced employee. If the classification has different amount of hours per week, or weeks per year worked, the more senior reduced employee may bump the least senior in the next lower hours per week or next lower weeks per year position.

10.033 Rebidding of Positions

If more than two (2) positions in a classification are to be reduced, all remaining positions will be listed, and shall be bid on, with the most senior bidding first until all positions are filled.

10.04 Recall

An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification the employee held at the time of layoff. The order of recall shall be in inverse order of layoff within each classification. Notice of recall shall be sent by certified mail to the last address provided by the employee to the Treasurer. The period of recall shall continue for one year from the date of layoff.

An employee shall remain eligible for recall unless (a) the time limit for right of recall has expired, or (b) she or he resigns, or (c) the employee accepts or declines recall to the same classification from which the employee was laid off with the same number of hours, or (d) the employee fails to respond to recall within ten (10) calendar days of receipt of attempt of delivery to the employee's residence.

Upon return to service, the employee shall be credited with all back seniority. However, the period of layoff shall not be counted within that earned seniority total. Experience credit will not be granted for the period of layoff.

10.05 Fringe Benefits During Layoff

Eligible employees who are laid off shall have the opportunity of continuing to receive insurance benefits for up to eighteen (18) months following the time of layoff providing such employees reimburse the Board for premium costs. Failure of the employee to forward a premium payment to the Board at the stipulated time will terminate this option. The employee shall have all rights under COBRA.

ARTICLE XI. NO STRIKES AND LOCKOUTS

The WBCEA and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment of or interference with work or operations in or about the Board's premises, nor shall they honor any picket line or strike activity by other employees or by persons not employed by the Board during the life of this Agreement. Any employees engaging in a strike or other conduct violative of the provisions of this article shall be subject to disciplinary action which in the sole discretion of the Board can be but is not limited to their discharge. The Board agrees that there will be no lockout.

ARTICLE XII. MANAGEMENT RIGHTS

Except as may be limited by the express written terms of this Agreement, the Board maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations, and rules as it may deem necessary, in such manner as the Board shall determine. The Board's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit.
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

ARTICLE XIII - EMPLOYMENT OF RETIRED CLASSIFIED PERSONNEL

- 13.01 During the term of this agreement, the Board is authorized to fill any classified vacancy with an employee previously retired from the West Branch Local Schools.
- 13.02 For purposes of salary schedule placement, a previously retired employee, hereinafter "West Branch Retiree" ("WBR") will be placed on the salary grid at Step 1 at the time of rehire. WBRs will be considered to have no seniority and will not accrue seniority during a term of post-retirement service. The parties fully intend that this provision will supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to provisions of R.C. Chapter 3319 of the Ohio Revised Code.
- 13.03 Except as provided in Section 13.04 below, WBRs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- 13.04 WBRs who are eligible for service retirement and who provide written notice of retirement by January 15th of the year of service retirement shall, upon request, be hired by the Board under a two (2) year limited contract. Such contract will otherwise be subject to the provisions of this Article and will expire without notice of non-renewal at the end of the two-year period. No performance evaluations shall be required. WBRs who fail to provide notice of retirement by January 15th but who subsequently retire and seek re-employment with the Board will be treated as any other applicant for purposes of post-retirement employment.

- 13.05 After expiration of the initial two (2) year contract, WBRs may be re-employed from year to year under limitations described in this Article, with Board approval, but shall not be eligible for continuing contract status.
- 13.06 For purposes of Article X, Reduction in Force, WBRs will not accrue seniority.
- 13.07 WBRs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- 13.08 WBRs may participate in the District's hospitalization, dental, vision or other health insurance programs on the same terms as offered to all bargaining unit employees.
- 13.09 Except as described in Section 13.04, above, prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- 13.10 WBRs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- 13.11 WBRs shall be entitled to five (5) days of sick leave and one (1) day of personal leave.
- 13.12 The parties specifically agree that these provisions supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to Chapter 3319 of the Ohio Revised Code and provisions of this negotiated agreement not specifically referenced herein.
- 13.13 WBCEA agrees to indemnify and hold the Board of Education harmless for any and all legal claims arising from the automatic rehire provision, if any, in Section 13.04 of this Article throughout the life of the negotiated agreement.

ARTICLE XIV. EFFECTS AND DURATION OF AGREEMENT

14.01 Complete Agreement

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

14.02 Severability

Should any provision or application of this provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted provision.

If, during the term of this Master Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education which requires the board to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the effects of such terms or conditions within thirty (30) days.

14.03 Authority of Agreement

This Agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

14.04 Nondiscrimination

The Board shall not discriminate against any bargaining unit member on the basis of race, creed, color, religion, national origin, age, gender, disability or marital status.

14.05 Individual Contracts

If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

14.06 Printing and Distribution

The Board shall prepare and pay for the cost of printing the Master Contract between the West Branch Board of Education and the West Branch Classified Employees Association.

14.07 Duration

This Agreement shall remain in full force and effect from July 1, 2009 until twelve o'clock midnight, June 30, 2012.

This Agreement between the parties is entered into on _____ ,
and attested to by representatives whose signatures appear below.

FOR THE WBCEA:

FOR THE BOARD:

President

President

Chief Negotiator

Superintendent

Negotiator

Treasurer

Negotiator

Representative

Negotiator

Representative

1635836 \ 118442.0010

This Agreement between the parties is entered into on December 7, 2009,
and attested to by representatives whose signatures appear below.

FOR THE WBCEA:

William F. Edwards
President

Alf Nelson Jr.
Chief Negotiator

Gary M. Edie
Negotiator

Katy M. Under
Negotiator

Theresa L. Haidet
Negotiator

FOR THE BOARD:

Jay Linn
President

DR. Sam R. Wynn
Superintendent

Dennis J. Tabor
Treasurer

Larry Romig
Representative

Steve Hallay
Representative

1635836 \ 118442.0010

Master Agreement
7/1/14 - 6/30/16

MEMORANDUM OF UNDERSTANDING

Mr. Mike Helm, President of the West Branch Education Association (WBEA) and Dr. Scott Weingart, Superintendent of West Branch Local Schools, met on April 9, 2015, for the purpose of clarifying a means to address make-up days for the 2014-2015 school year for teachers and students. Due to the loss of instructional time based upon inclement weather during January and February of 2015, the West Branch Local Schools chose to make up two (2) school days by extending the school day for students and teachers for three weeks (April 13-May 1, 2015) by approximately fifty (50) minutes per day. Extending the school day during this three-week period will result in a temporary extension of the teachers' workday as reflected in the Collective Bargaining Agreement between the Board and WBEA. This MOU constitutes an agreement between the WBEA and the Board and Administration to extend the length of the teachers' workday for three (3) weeks from April 13-May 1, 2015. The extension of the school day for this three (3) week period will eliminate the need to extend the school year by two (2) extra days in June, 2015.

This MOU is in effect only for the three week period, April 13-May 1, 2015, and does not apply to make-up days in future school years.

Mike Helm 4/10/15
Mr. Mike Helm Date
WBEA President

Dr. Scott Weingart 4/8/15
Dr. Scott Weingart Date
West Branch Superintendent

From Mrs. [unclear] 9/16/16

MEMORANDUM OF UNDERSTANDING

Representatives of the West Branch Local School District Board of Education ("Board") and the West Branch Education Association ("WBEA") met on August 13, 2014, for the purpose of finalizing local procedures applicable to teacher evaluations under the Ohio Teacher Evaluation System ("OTES") and agreed as follows:

- 1) Teachers will initially complete a paper version of the OTES "self-assessment" and then proceed to develop an individual growth or improvement plan.
- 2) Paper versions of growth or improvement plans will be prepared before the school year begins and submitted to the evaluator for approval. Improvement plans may be adopted during the school year, as needed.
- 3) Teachers are required to enter this sentence into the eTPES system: "West Branch will do ALL FORMS on paper and not in eTPES." The growth plan sentence will open the eTPES system so that the final rating can be submitted to the state, as required by law.
- 4) Two (2) thirty-minute to fifty-minute observations and two (2) pre-observation conferences will occur per year. Pre-observation conferences are mandatory.
- 5) The pre-observation conference form will be a local template. All OTES forms will be completed manually (on paper).
- 6) All formal observations will be completed using the state provided OTES rubric. The first observation must occur by December 15, 2014, absent extenuating circumstances (example: the teacher is unavailable due to an approved leave of absence).
- 7) The evaluator and the teacher will sign the paper copy of the observation form.
- 8) A post-observation meeting to review the observation will be held within ten (10) school days of the observation.
- 9) A minimum of two (2) walk-throughs, each five to fifteen (5-15) minutes in duration, will be completed each school year. The evaluator will provide a copy of the completed walk-through form to the teacher within two (2) workdays. A post-walk-through meeting is not required.

- 10) The final evaluation score will be entered into eTPES. A hard-copy (paper version) and an electronic version of the evaluation will be signed by the evaluator and teacher.
- 11) Guidance counselors will be evaluated using the ODE approved guidelines for counselor evaluations.

APPROVED BY:

Mike Helm
Mike Helm, President, West Branch
Education Association

4/2/15
Date

DR. Scott Weingart
Dr. Scott Weingart, Superintendent
West Branch Local School District

3/31/15
Date

1/20/16 10/1/16

MEMORANDUM OF UNDERSTANDING

7/1/14 - 6/30/16

Representatives of the West Branch Local School District Board of Education ("Board") and the West Branch Education Association ("WBEA") met in March, 2015, to address issues related to application of Article IX - EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL, in the 2014-2016 collective bargaining agreement in effect between the parties and hereby agreed as follows:

- 1) A West Branch Retiree ("WBR") who retires at the end of the 2014-2015 school year and plans to be rehired for the 2015-2016 school year, pursuant to the terms of Article IX of the negotiated agreement, will be deemed to have fulfilled his/her last pre-retirement individual contract of employment effective May 31, 2015. All records from the 2014-2015 school year must be complete and properly submitted by May 31, 2015.
- 2) A WBR who retires and accepts employment as a WBR for the 2015-2016 school year under the terms of Article IX of the negotiated agreement shall begin his/her employment under a new post-retirement individual limited contract of employment on August 24, 2015.
- 3) The calendar adjustment, as reflected in paragraphs 1 and 2, above, is a one-time event applicable to the time periods expressed herein.

APPROVED BY:

Mike Helm
 Mike Helm, President, West Branch
 Education Association

Dr. Scott Weingart
 Dr. Scott Weingart, Superintendent
 West Branch Local School District

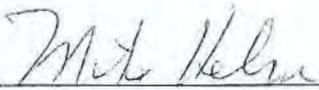
3/25/15
 Date

3/25/15
 Date

Memorandum of Understanding
(Evaluation of Counselors 2014-15)

The West Branch Local School District Board of Education (School Board) and the West Branch Education Association (WBEA) agree for the 2014-15 and the 2015-16 School Years that the West Branch Guidance Counselors will be evaluated using the Ohio School Counselors Association recommended evaluation instrument, forms, and procedures. The Guidance Counselors and Mrs. Alana Niemiec, Special Services Director, have met and all agree that this should meet their needs during the transition to the new State Evaluation System.

FOR WBEA:

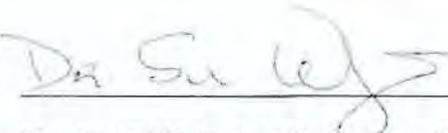


Mr. Mike Helm, President

10/3/14

Date

FOR THE SCHOOL BOARD:



Dr. Scott Weingart, Superintendent

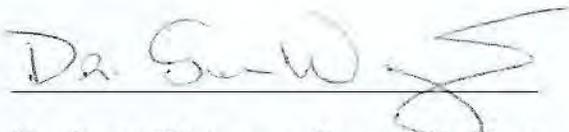
10/3/14

Date

**Memorandum of Understanding between the WBEA and the West Branch
Board of Education**

March 31, 2014

The WBEA and the West Branch Board of Education agree to make up one extra day of Student instruction at Knox Elementary School for the 2013-14 School Year by extending the teacher work day one-half hour per day in the mornings from April 7-April 24, 2014. The State of Ohio has reviewed this plan and has issued a letter supporting this make-up day plan. The teacher day with students will begin at 8:30 a.m. each day from April 7-April 24, 2014. The ending time of school will not be affected.



Dr. Scott Weingart, Superintendent



Mr. Mike Helm, WBEA President

APPENDIX A

West Branch Local, Mahoning County

Salary Schedule
2014-2016 at

| YRS | \$30,212 | | | |
|-----|------------------|--------------------|----------------|--------------------|
| | Bachelors Degree | Bachelors with 150 | Masters Degree | Masters + 15 Hours |
| 0 | \$30,212 | \$32,049 | \$33,282 | \$34,514 |
| | 1.0000 | 1.0608 | 1.1016 | 1.1424 |
| 1 | \$32,203 | \$33,590 | \$34,976 | \$36,363 |
| | 1.0659 | 1.1118 | 1.1577 | 1.2036 |
| 2 | \$33,590 | \$35,131 | \$36,671 | \$38,212 |
| | 1.1118 | 1.1628 | 1.2138 | 1.2648 |
| 3 | \$34,976 | \$36,671 | \$38,366 | \$40,061 |
| | 1.1577 | 1.2138 | 1.2699 | 1.3260 |
| 4 | \$36,363 | \$38,212 | \$40,061 | \$41,910 |
| | 1.2036 | 1.2648 | 1.3260 | 1.3872 |
| 5 | \$37,750 | \$39,753 | \$41,756 | \$43,759 |
| | 1.2495 | 1.3158 | 1.3821 | 1.4484 |
| 6 | \$39,137 | \$41,294 | \$43,451 | \$45,608 |
| | 1.2954 | 1.3668 | 1.4382 | 1.5096 |
| 7 | \$40,523 | \$42,835 | \$45,146 | \$47,457 |
| | 1.3413 | 1.4178 | 1.4943 | 1.5708 |
| 8 | \$41,910 | \$44,375 | \$46,841 | \$49,306 |
| | 1.3872 | 1.4688 | 1.5504 | 1.6320 |
| 9 | \$43,297 | \$45,916 | \$48,536 | \$51,155 |
| | 1.4331 | 1.5198 | 1.6065 | 1.6932 |
| 10 | \$44,684 | \$47,457 | \$50,230 | \$53,004 |
| | 1.4790 | 1.5708 | 1.6626 | 1.7544 |
| 11 | \$46,070 | \$48,998 | \$51,925 | \$54,853 |
| | 1.5249 | 1.6218 | 1.7187 | 1.8156 |
| 12 | \$47,457 | \$50,539 | \$53,620 | \$56,702 |
| | 1.5708 | 1.6728 | 1.7748 | 1.8768 |
| 13 | \$48,844 | \$52,079 | \$55,315 | \$58,551 |
| | 1.6167 | 1.7238 | 1.8309 | 1.9380 |
| 14 | \$48,844 | \$52,079 | \$57,010 | \$60,400 |
| | 1.6167 | 1.7238 | 1.8870 | 1.9992 |
| 15 | \$48,844 | \$52,079 | \$58,705 | \$62,249 |
| | 1.6167 | 1.7238 | 1.9431 | 2.0604 |
| 16 | \$48,844 | \$52,079 | \$58,705 | \$62,249 |
| | 1.6167 | 1.7238 | 1.9431 | 2.0604 |
| 17 | \$49,496 | \$52,732 | \$59,358 | \$62,901 |
| | 1.6383 | 1.7454 | 1.9647 | 2.0820 |
| 18 | \$49,496 | \$52,732 | \$59,358 | \$62,901 |
| | 1.6383 | 1.7454 | 1.9647 | 2.0820 |
| 19 | \$49,496 | \$52,732 | \$59,358 | \$62,901 |
| | 1.6383 | 1.7454 | 1.9647 | 2.0820 |
| 20 | \$49,496 | \$52,732 | \$59,358 | \$62,901 |
| | 1.6383 | 1.7454 | 1.9647 | 2.0820 |
| 21 | \$49,496 | \$52,732 | \$59,358 | \$62,901 |
| | 1.6383 | 1.7454 | 1.9647 | 2.0820 |
| 22 | \$50,149 | \$53,385 | \$60,010 | \$63,554 |
| | 1.6599 | 1.7670 | 1.9863 | 2.1036 |
| 23 | \$50,149 | \$53,385 | \$60,010 | \$63,554 |
| | 1.6599 | 1.7670 | 1.9863 | 2.1036 |
| 24 | \$50,149 | \$53,385 | \$60,010 | \$63,554 |
| | 1.6599 | 1.7670 | 1.9863 | 2.1036 |
| 25 | \$50,149 | \$53,385 | \$60,010 | \$63,554 |
| | 1.6599 | 1.7670 | 1.9863 | 2.1036 |
| 26 | \$50,149 | \$53,385 | \$60,010 | \$63,554 |
| | 1.6599 | 1.7670 | 1.9863 | 2.1036 |
| 27 | \$50,801 | \$54,037 | \$60,663 | \$64,207 |
| | 1.6815 | 1.7886 | 2.0079 | 2.1252 |
| 30 | \$50,801 | \$54,037 | \$60,663 | \$64,207 |
| | 1.6815 | 1.7886 | 2.0079 | 2.1252 |

7.121 Leave Not Deducted

When schools are closed officially by the Superintendent because of an emergency, no leave days arranged previously by an employee shall be deducted for such emergency days.

7.122 Make-Up Days

Make-up days for days of emergency school closing shall not be scheduled unless required by law.

7.13 Working Conditions

Employees will not leave their assigned job location during working hours except in the case of an emergency or school related business. In such an instance, they shall contact the Supervisor/Building Principal. If the Supervisor/Building Principal are unavailable, the employee shall leave a voicemail message with the Supervisor stating the reason for leaving and the time.

7.14 Tuition Free

As a benefit of employment, for those bargaining unit members whose children live outside the District, their children may attend the West Branch Schools under the Board's open enrollment policy and such application shall be given preference for acceptance. Once enrolled, a staff members' student shall not be removed except for reasons related to student misconduct.

ARTICLE VIII. COMPENSATION AND FRINGE BENEFITS

8.01 Pay Schedules

8.011 Pay Increases

There will be no base salary increase for the life of this Agreement. Step movement shall resume effective July 1, 2014.

SECRETARIES/CASHIERS

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 1.000 | 11.60 | 11.60 |
| 1 | 1.021 | 11.84 | 11.84 |
| 2 | 1.042 | 12.09 | 12.09 |
| 3 | 1.063 | 12.33 | 12.33 |
| 4 | 1.084 | 12.57 | 12.57 |
| 5 | 1.105 | 12.82 | 12.82 |
| 6 | 1.126 | 13.06 | 13.06 |

| | | | |
|---|-------|-------|-------|
| 7 | 1,147 | 13.31 | 13.31 |
| 8 | 1,168 | 13.55 | 13.55 |
| 9 | 1,189 | 13.79 | 13.79 |

AIDES

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 1,000 | 9.34 | 9.34 |
| 1 | 1,021 | 9.54 | 9.54 |
| 2 | 1,042 | 9.73 | 9.73 |
| 3 | 1,063 | 9.93 | 9.93 |
| 4 | 1,084 | 10.12 | 10.12 |
| 5 | 1,105 | 10.32 | 10.32 |
| 6 | 1,126 | 10.52 | 10.52 |
| 7 | 1,147 | 10.71 | 10.71 |
| 8 | 1,168 | 10.91 | 10.91 |
| 9 | 1,189 | 11.11 | 11.11 |

COOK'S HELPER

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 0.895 | 9.32 | 9.32 |
| 1 | 0.916 | 9.54 | 9.54 |
| 2 | 0.937 | 9.75 | 9.75 |
| 3 | 0.958 | 9.97 | 9.97 |
| 4 | 0.979 | 10.19 | 10.19 |
| 5 | 1,000 | 10.41 | 10.41 |
| 6 | 1,021 | 10.63 | 10.63 |
| 7 | 1,042 | 10.85 | 10.85 |
| 8 | 1,063 | 11.07 | 11.07 |
| 9 | 1,084 | 11.28 | 11.28 |
| 10 | 1,105 | 11.50 | 11.50 |
| 11 | 1,126 | 11.72 | 11.72 |
| 12 | 1,147 | 11.94 | 11.94 |
| 13 | 1,168 | 12.16 | 12.16 |
| 14 | 1,189 | 12.38 | 12.38 |

HEAD COOK

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 0.895 | 10.53 | 10.53 |
| 1 | 0.916 | 10.77 | 10.77 |
| 2 | 0.937 | 11.02 | 11.02 |
| 3 | 0.958 | 11.27 | 11.27 |
| 4 | 0.979 | 11.51 | 11.51 |
| 5 | 1,000 | 11.76 | 11.76 |
| 6 | 1,021 | 12.01 | 12.01 |
| 7 | 1,042 | 12.25 | 12.25 |

| | | | |
|----|-------|-------|-------|
| 8 | 1.063 | 12.50 | 12.50 |
| 9 | 1.084 | 12.75 | 12.75 |
| 10 | 1.105 | 12.99 | 12.99 |
| 11 | 1.126 | 13.24 | 13.24 |
| 12 | 1.147 | 13.49 | 13.49 |
| 13 | 1.168 | 13.74 | 13.74 |
| 14 | 1.189 | 13.98 | 13.98 |

CUSTODIAN

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 1.000 | 13.11 | 13.11 |
| 1 | 1.021 | 13.39 | 13.39 |
| 2 | 1.042 | 13.66 | 13.66 |
| 3 | 1.063 | 13.94 | 13.94 |
| 4 | 1.084 | 14.21 | 14.21 |
| 5 | 1.105 | 14.49 | 14.49 |
| 6 | 1.126 | 14.76 | 14.76 |
| 7 | 1.147 | 15.04 | 15.04 |
| 8 | 1.168 | 15.31 | 15.31 |
| 9 | 1.189 | 15.59 | 15.59 |

BUS DRIVERS

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 1.000 | 13.81 | 13.81 |
| 1 | 1.021 | 14.10 | 14.10 |
| 2 | 1.042 | 14.39 | 14.39 |
| 3 | 1.063 | 14.68 | 14.68 |
| 4 | 1.084 | 14.97 | 14.97 |
| 5 | 1.105 | 15.26 | 15.26 |
| 6 | 1.126 | 15.55 | 15.55 |
| 7 | 1.147 | 15.84 | 15.84 |
| 8 | 1.168 | 16.13 | 16.13 |
| 9 | 1.189 | 16.42 | 16.42 |

BUS MECHANICS

| <u>Experience Credit</u> | <u>Index</u> | <u>2014-2015</u> | <u>2015-2016</u> |
|--------------------------|--------------|------------------|------------------|
| 0 | 1.000 | 14.60 | 14.60 |
| 1 | 1.021 | 14.91 | 14.91 |
| 2 | 1.042 | 15.21 | 15.21 |
| 3 | 1.063 | 15.52 | 15.52 |
| 4 | 1.084 | 15.83 | 15.83 |
| 5 | 1.105 | 16.13 | 16.13 |
| 6 | 1.126 | 16.44 | 16.44 |
| 7 | 1.147 | 16.75 | 16.75 |
| 8 | 1.168 | 17.05 | 17.05 |
| 9 | 1.189 | 17.36 | 17.36 |