



## ARTICLE 1

### RECOGNITION & NEGOTIATIONS

- A. The Warren Local School District Board of Education, hereinafter referred to as “the Board”, recognizes the Ohio Association of Public School Employees, AFSCME (AFL-CIO) and its Warren Local School Employees Local 408 as the sole and exclusive representatives of a bargaining unit consisting of non-certified employees of the District. For purposes of these negotiations, the term “non-certificated employees” or “employee” shall mean all full-time and regular part-time non-certificated employees of the Board. Excluded from the bargaining unit are all personnel certificated under Section 3319.22 of the Ohio Revised Code, Food Service Supervisor, the Treasurer, Assistant Treasurer, , Maintenance Supervisor, Transportation Supervisor, Substitutes, Seasonal and Casual Labor employees, Teacher Aides, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Assistant to the Treasurer, Accountant, Records Control Officer, and any other confidential, supervisor or management-level employees as defined in Section 4117.01 of the Ohio Revised Code.
- B. Recognition of the Union as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04 (A) and 4117.05 (B) of the Ohio Revised Code. During the period of time from 90 to 120 calendar days prior to the expiration of this Agreement, non-certificated employees, a group of non-certificated employees or any individual or employee organization acting on their behalf, may file a petition with the State Employment Relations Board in accordance with Ohio Administrative Code Section 4117-5-01.
- C. Pursuant to Section 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2) – (6) and any other procedures to the contrary.
- D. If either party wishes to terminate, modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than 60 days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. No later than the first bargaining session, the Union and Board shall mutually exchange their complete proposals for a successor agreement. In the event that both parties agree to bargain the intent of a successor agreement prior to writing specific language, the parties shall exchange a list of items to be discussed rather than a complete initial proposal. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.
- E. Fifty days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed upon dispute resolution procedures in lieu of the SERB procedures contained in O.R.C. 4117.14 (C) (2) – (6).

- F. If no agreement is reached by the fourteenth (14<sup>th</sup>) day preceding expiration of this Agreement, or some other mutually agreed upon date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
- G. When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Union for ratification and then to the Board for approval.
- H. If the existing agreement or extension thereof has expired, the Union may proceed in accordance with Section 4117.14 (D) (2) of the Ohio Revised Code.
- I. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators not to exceed five (5) members each, the OAPSE Staff Representative and the Board Consultant.

**ARTICLE 2**  
**BOARD OF EDUCATION RIGHTS**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
  - 1. Determine matter of inherent managerial policy which are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
  - 2. Direct, supervise, evaluate or hire employees;
  - 3. Maintain and improve the efficiency and effectiveness of Board operations;
  - 4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
  - 5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - 6. Determine the adequacy of the work force;
  - 7. Determine the overall mission of the School District;
  - 8. Effectively manage the work force;
  - 9. Take actions to carry out the mission of the School District;

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement. The exercise of the foregoing management rights requires neither prior negotiations with, nor agreement of, the Union.

**ARTICLE 3**  
**LEAVE PROVISIONS**

Under all leave provisions, the definition of immediate family shall be as follows:

Immediate family shall be defined as parents, sister, brother, spouse, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law, or relative living in the same residence of the employee requesting said leave.

- A. Jury Duty Leave

When it becomes necessary for an employee to accept jury duty, the employee's jury duty pay shall be used to account for the employee's mileage and meal expenses. The employee shall receive their regular daily rate of pay for the number of days involved. Such leave shall not be deducted from any other type of leave. If an employee is released from jury duty, he/she must contact their immediate supervisor and return to their assignment.

- B. Bereavement Leave – 4 Days

In the case of death in the immediate family, step family or a brother-in-law or sister-in-law, the employee shall have up to four (4) days paid leave. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and the like. Bereavement leave shall be used on days immediately following the death of the family member.

Absence for the first four (4) days of bereavement leave shall not be deducted from sick leave.

In the event the bereavement leave period is extended for more than four (4) days, the ensuing days absent will be deducted from sick leave.

Employees may use a personal or sick leave day to attend the funeral of a person not listed in the immediate family under Article 3, Leave Provisions.

- C. Personal Leave

Pursuant to this section and the Personal Leave Form, each employee may be granted four (4) days of personal leave per school year upon completion of the proper forms

provided by the administration and upon approval by the Superintendent or his designee. The employee shall not be required to provide reasons for these days.

Personal leave will not be used the day prior to or following a vacation or holiday period except in emergency. Exceptions shall be handled by the building principal or superintendent. Except where circumstances prevent, requests for personal leave shall be submitted one (1) week prior to the date of requested leave.

No more than 10% of the employees of the district and no more than 10% of the employees from one single building (but not less than one employee per building) shall be allowed to be absent for personal leave on the same day.

D. Parental Leave

When the employee determines that she is pregnant and prior to the end of the fourth month, she shall notify the Superintendent in writing with a statement from her physician, which provides an estimate of the delivery date, and evaluation of the employee's ability to perform full duties and responsibilities of her position. She shall be authorized to continue on active duty provided she does perform the full responsibilities of her position.

1. Use of Sick Leave

Illness, because of pregnancy, is to be treated as other approved reasons for the use of sick leave.

2. Parental Leave of Absence

An employee shall be entitled to an unpaid leave of absence beginning any time between the commencement of pregnancy and three months after the birth of the child. Such leave shall be limited to one (1) year. Insurance and other fringe benefits may be continued during sick leave at the expense of the employee, if the insurance carrier permits.

3. Application for Parental Leave

Application for Parental Leave shall be in writing and must state the date on which such leave shall commence and the date on which the employee anticipates returning to work. The employee may, upon written request, return to a position similar to that held before leave of absence was granted, at the beginning of the school year following issuance of the leave or at an earlier date if a position is available. If an employee does not plan to return to work following expiration of his or her leave of absence, thirty (30) days written notice shall be given to the Superintendent. If the employee fails to return to work at the end of the leave of absence period, that employee shall be deemed to have resigned and the obligation of the Board to provide a position for him or her will cease.

E. Sick Leave

Each employee shall be entitled to sick leave for the reasons and under the conditions specified by section 3319.141 of the Ohio Revised Code. Employees who use sick leave shall be charged not less than one half (1/2) day. Employees shall notify their supervisor of any absence and shall state the reason for the absence. The maximum accumulation shall be two hundred and fifteen (215) sick leave days.

F. Ohio Association of Public School Employees Leave

The Board agrees to permit the Ohio Association of Public School Employees delegates to attend the Annual OAPSE Conference without loss of salary but each such employee must pay their own expense(s) to attend such meeting.

Delegates shall not exceed two (2) in members and shall be determined by the Ohio Association of Public School Employees organization and not exceed a total of three (3) days per employee. Notification of delegates shall be provided at least ten (10) working days in advance of said meeting.

G. Family and Medical Leave Act

Notwithstanding any provision in this Agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act shall be solely determined by the provisions of the Act and the regulations adopted there under which will supersede and take the place of all related leave provisions contained in this Act.

H. In the event a bargaining unit member does not use more than the following amounts of sick leave during a school year, he/she shall receive the following incentive pay:

0 Days	\$400
1 Day	\$300

Use of bereavement leave, jury duty leave, or Union leave shall not disqualify a bargaining unit member from eligibility for this incentive.

In the event a bargaining unit member does not use more than the following amounts of personal leave during a school year, he/she shall receive the following incentive pay:

0 Days	\$100
1 Day	\$ 50

In the event a bargaining unit member uses no sick leave and no personal leave, said bargaining unit member will receive an additional \$140.00 bonus.

Eligible bargaining unit members will receive the incentive pay on the last pay in July.

**ARTICLE 4**  
**PAYROLL AND PAYROLL DEDUCTIONS**

- A. Union members shall receive their pay in twenty-six (26) pays every other Friday. Periodically it may be necessary to adjust pay periods by allowing 3 weeks between the pay dates in order to avoid 27 pay periods within a year. Union members will be notified in advance of such an occurrence. In any year that such an adjustment is made, employees will receive all compensation earned prior to the start of their contract (by 2<sup>nd</sup> pay in August). In the event of a holiday or vacation period during the school year, the pay shall occur on the last working day preceding a holiday or vacation period. In the event any employee changes positions which results in a change in contract date, the Treasurer's Office may lengthen or shorten the pay time frame. The employee will be consulted prior to any change taking place. For the purpose of this subsection, "last working day" means any weekday when all employees are working.
- B. Deduction of yearly dues and of fees may be authorized for payroll deduction to the Treasurer by the employee in writing for the following items:
1. OAPSE Dues
  2. Health Insurance
  3. Savings Bonds
  4. Annuities
  5. Credit Union
  6. Cancer and Intensive Care Insurance when the accounting equipment permits.
  7. Voluntary contributions by bargaining unit members to levy campaigns conducted on behalf of the school district.
  8. OAPSE/AFSCME PEOPLE voluntary contributions.

Deduction for dues shall be in eight (8) consecutive months or less, beginning with the month of October.

C. Union Dues

The Board agrees to deduct Union dues for every employee who authorized the Board to do so in writing, and remit the same to the Union's State Treasurer in a lump sum monthly or by pay period. The Treasurer shall prepare a monthly summary showing the names of the employees and amount deducted and shall submit to the State Union any change thereafter.

Enrollment for dues deductions shall be made upon the submission of a signed statement of authorization submitted to the Treasurer by the Union or employee. Dues deduction authorization may be revoked by an employee between the 21<sup>st</sup> day and 31<sup>st</sup> day of August each year. Written notice of revocation shall be executed and served upon the school district Treasurer and the Treasurer of the State Union. Dues deduction authorizations not revoked during the above-mentioned period may not thereafter be revocable and shall continue for successive periods of one (1) year.

The Board agrees not to honor any dues deduction authorizations executed by an employee in favor of any other labor organization.

D. Fair Share Fee

1. Employees of the bargaining unit who are not members of the Union and its Local 408 shall pay to the Union a fair share fee. Such fee shall not exceed dues paid by members of the Union and its Local.
2. The Union shall notify the Board of the fair share and of any changes in the amount of dues deductions and shall concurrently provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate.
3. Such fair share fee shall be deducted through payroll deduction in the same manner as dues deduction, except that written authorization for fair share fee deduction is not required. The Union shall notify the Treasurer of the names of the non-members prior to said fee being deducted each year. Both dues and fair share shall be forwarded to the Union.
4. In the event the laws of Ohio governing union security are changed during the term of this agreement to permit other forms of union security, the employer agrees to meet with the Union, upon its request, for the purpose of negotiating a new union security provision to be incorporated in this agreement.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

A. Purpose and Definition

1. Purpose – The purpose of this Article is to provide an orderly method for the disposition and processing of grievances, which may arise from time to time as a result of the interpretation and/or application arising out of this Agreement.

Such procedures shall be available to all non-certified personnel and no reprisals shall be taken against any person initiating or participating in the grievance procedure.

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances. Both the Board and the Union agree that the grievance proceedings shall be handled in a confidential manner.

2. Definition of Grievance – A grievance is a claim by an employee, employees or Union that there has been a violation, misinterpretation or misapplication of the contract. A grievance must be filed no later than twenty-five (25) working days following the date of the occurrence of the alleged violation.

B. Grievance Procedures

1. Formal Procedure

Step 1 – Immediate Supervisor

One copy of the written grievance shall be submitted to the grievant's immediate supervisor within twenty-five working days of occurrence of alleged violation. The grievant may keep a copy of the grievance filed. The grievant and the immediate supervisor shall attempt to settle the problem. Grievant and supervisor shall meet within five (5) working days of receipt of the grievance at a mutually acceptable time.

The supervisor or employee will make his/her written reply within five (5) working days of the meeting between the grievant and the immediate supervisor, retaining one (1) copy. If the reply of the supervisor solves the grievance, then said grievant shall sign and return one (1) copy to the supervisor and no further action shall be taken.

Either party may have present, a representative. Discussion will be limited to the issues as stated in the grievance and relief sought.

Step 2 – Superintendent

Should the grievance not be resolved at Step 1, the grievance may be appealed to the Superintendent or designee within five (5) working days. Within five (5) working days after receipt, at a mutually agreeable time, the Superintendent will meet with the concerned parties and shall make every effort to meet to resolve the alleged grievance. The Superintendent will have five (5) working days to issue his written answer to the parties of interest.

Should the grievance not be resolved at Step 2, the grievant may request resolution of the grievance by a written request for resolution by an arbitrator in accordance with the procedures set forth below.

Step 3 – Arbitration

If the grievant and union are not satisfied with the disposition at Step 2, the issue may be submitted to arbitration within five (5) working days after the receipt of the disposition at Step 2. Within five (5) working days following the receipt of the grievant's request for arbitration, the grievant and his or her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of names from which an arbitrator will be selected using the rules of AAA. OAPSE will provide a copy of said petition to the Superintendent. A second list may be requested by either party.

The arbitrator shall not have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall confirm himself-herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations or opinions which are not essential in reaching his/her decision.

The Union shall pay all compensation and expenses of the arbitrator should the arbitrator not award the relief the grievant is seeking. If the arbitrator awards the relief the grievant is seeking, the Board shall pay these expenses.

The arbitrator shall hold such meetings that he/she determines necessary to make a fair and impartial ruling on the grievances as stated. The ruling of the arbitrator shall be made in writing to the parties – Superintendent, Board, and Union. The arbitrator's ruling is final and binding on the parties.

C. Other Provisions

Any time limit set forth in the grievance procedure may be extended by mutual agreement.

No employee shall be denied the right to Union Representation in any of the levels above. The Board may be represented by the individual(s) of its choice. A grievance may be withdrawn at any level without prejudice or record.

Either side has the right to appeal the decision of the arbitrator at their own expense.

The administration will provide a form to implement the procedures as outline above and provide for but not limited to, those noted below. Such forms shall be available to designated Union representatives, central office and all school buildings and shall include:

1. Statement of the alleged violation;
2. Date the alleged violation occurred;
3. Date of initiating grievance procedure;
4. Relief sought;
5. Date of forwarding grievance to immediate supervisor and date of receipt by supervisor;

6. Date of acceptance or rejection;
7. Time limitations (determined as maximum unless agreed to by mutual consent);
8. Statement to direct distribution of grievance;
9. Name of grievant(s).

It is agreed that any grievance not filed or appealed with the time limits set forth shall be considered settled and may not be processed beyond that step. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the grievant is entitled to appeal to the next step.

Copies of all written decisions shall be sent to all parties involved, the Union president, appropriate administrator(s) and the grievant.

## **ARTICLE 6** **CALAMITY DAYS**

- A. When the Superintendent declares a calamity day, the employees may be required to report to work to maintain the reasonable operation of the schools. Employee's who are required to work on a calamity day shall be paid at the rate of time and one-half (1-1/2) times their regular rate for time worked in addition to their calamity day pay. Employees who are required to work shall receive a minimum of two (2) hours pay. If the employee works more than two (2) hours he/she shall be paid a minimum of four (4) hours. Employees who have reported to work before a calamity day has been declared shall be paid calamity day pay. Employees shall be permitted extra time to allow for their safe arrival at work due to inclement weather and road conditions.
- B. All calamity days in excess of the number of days allotted by the State that the School District is not required to make up in one school year set forth in paragraph one (1) shall be made up on dates determined by the Board.
- C. All nine, ten and eleven month bargaining unit members shall work make-up days without receiving additional compensation.
- D. On a calamity day, beyond the number of days allotted by the State, that the School District is not required to make up set forth in paragraph 1, all twelve month maintenance, mechanic, custodial and secretarial bargaining unit member will first communicate with his/her supervisor and, if requested to work, will make every reasonable effort to report to work, but will not report if doing so will endanger health or safety of member. If the bargaining unit member reports to work and works for at least ½ of his/her regular work day or is excused from reporting to work or does not report to work due to reasonable health and safety concerns, he/she will receive normal compensation. The administration

shall make every effort to notify employees in a timely manner and clearly state if and when the employee should report to work.

- E. Food Service employees shall have modified menus on days of school delays.
- F. In the event the Superintendent or his designee determines that calamity conditions warrant a one (1) or two (2) hour delay in the opening of school, bus drivers shall not be required to report at their regular scheduled time. Drivers shall report one (1) or two (2) hours later than their regular scheduled report time based on the delayed start time. If drivers are not notified of the delay and report for work at their regularly scheduled start time they shall receive extra pay at activity rate of pay equal to the one (1) or two (2) hour delay.

**ARTICLE 7**  
**SEVERANCE PAY**

- A. Employees who elect to retire and meet the requirements shall be paid a lump sum equal to one-fourth (1/4) of the value of total accrued but unused sick leave credit. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime or supplementary pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee. Such payment shall be made only once to an employee. Employees must file within ninety (90) days of retirement requesting severance pay on the form provided by the Board.
- B. Employees with 25 years or more of service with the District shall be eligible to receive fifty percent (50%) of unused sick leave as severance.

**ARTICLE 8**  
**SENIORITY AND BIDDING PROCEDURES**

As used in this Article, "system seniority" shall be defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire. Authorized leaves of absence do not constitute interruption of service; however, time spent on an unpaid leave of absence shall not be counted in computing seniority.

A. **BIDDING WITHIN THE SAME CLASSIFICATION**

In filling a vacant position, the employer will award the position to the most senior employee, within the same classification as the vacancy, who has applied for the position. The employee may elect to return to their former position or bus route within fifteen (15) workdays with salary or wages, and seniority earned prior to the new appointment, should they so desire. The employer may reassign the employee to his/her former position or bus route at the salary or wages and seniority earned prior to his/her appointment to the vacancy within thirty (30) work days of the appointment provided the employee is not performing the duties of the new position. The employer shall provide the employee with

written reasons for the intended removal and a reasonable time to improve. Such removal shall not be arbitrary and capricious.

For the purpose of bidding, the classification shall be as follows:

1. Secretarial/Clerical
2. Custodial
3. Mechanic
4. Cook
5. Head Cook
6. Bus Driver
7. Maintenance
8. Library Media Aides/Lunchroom Clerks
9. Head Custodian

It is also agreed that this internal process is to be used and exhausted prior to the District interviewing and soliciting outside and/or new employee applicants.

**B. BIDDING OUTSIDE OF CLASSIFICATION**

1. In filling a vacant position where no employee from within the classification where the vacancy exists has applied, the employer will award the position to the most senior employee (based on System Seniority) who meets the approved job qualifications of the position and possesses any required license or certification required for the position. It is not obligatory on the Employer to place any employee in the trial period if they have not met all qualification requirements. Seniority will apply when employees have met all approved job qualifications.
2. An employee appointed to fill a vacancy or a newly created position outside their current classification shall serve a trial period not to exceed sixty (60) work days. If such employee's performance is unsatisfactory as evaluated by his/her supervisor, he/she shall be reassigned to his/her former position at the salary or wages earned prior to his/her appointment to the vacancy. The employer shall evaluate the employee during the first thirty days of his/her trial period and provide the employee with the evaluation and a conference. The employer may also approve the employee's assignment to the new position at any time during the sixty days ending the trial period. The employee may elect to return to their former position or bus route within fifteen (15) workdays with salary or wages, and seniority earned prior to the new appointment, should they so desire.
3. It is also agreed that this internal process is to be used and exhausted prior to the District interviewing and soliciting outside and/or new employee applicants.

- C. All buildings (Administration office, Barlow-Vincent Elementary, Bus Garage, Little Hocking Elementary, Warren Elementary and Warren High School) owned and operated by the Board and staffed by school employees shall be posted with "Bid Notice Procedures" in an open area accessible to all employees.
- D. All vacancies shall be posted within ten (10) working days in each building staffed by school employees for a minimum of ten (10) working days. Employees desiring the position shall submit their application to the administrator announcing the opening within ten (10) working days. The notice shall contain the title of the opening, location of opening, full written explanation of the duties and written salary range of the position. At the conclusion of each school year and prior to the opening of a new school year, vacancy notices will be forwarded to the Union president. When a permanent position is posted, it shall be filled within forty (40) working days after the date it was posted.
- E. If more than one employee bids on a vacancy and the employee awarded the vacancy elects to return to his/her former position, the vacancy shall then be offered to the next senior employee, who bid on the position, within the classification. This process shall continue until all employees within the classification have had the opportunity to accept the vacancy. If no employee within the classification accepts the vacancy it shall then be offered to employees outside the classification, who bid, based on system seniority according to Section B of this article. If an employee outside the classification accepts the position and elects to return to his/her former position the next senior employee shall be offered the position until this process is exhausted. If all employees, who bid, decline the position the Board may offer it to a new hire.
- F. The superintendent shall make available to the OAPSE Local #408 the current seniority list of all non-certified employees.
- G. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees.
- H. Employees who move, or have moved, into different classifications shall be credited with their total years of service with the District on the salary step schedule. One year shall be credited for each year of service with the District.

### **EXTRA WORK**

- A. Regular employees desiring extra work shall make application and such work will be distributed equitably to those employees who qualify. This does not restrict the Board from contracting for special services or employing needed craftsman and people with special skills for maintenance of property and equipment.
  - 1. Work forms will be made available to employees and those wishing extra work may sign up.

2. Over-time assigned to employees shall be by rotation list starting with most senior employed, and will be confined to the job classification and employees working in a given position.
  3. Extra labor when it does not conflict with the employee's regular job or entail over-time will be offered to an employee who is qualified for the work. Such work will be made available on a rotating basis from the most senior employee to the least senior employee from those employees who have signed extra work forms.
  4. Extra work shall be offered to all employees who work less than eight (8) hours per day. Work forms must be submitted for a calendar year and on an annual basis.
- B. When possible, extra work shall be posted five (5) working days prior to work being performed. Posted extra work shall be offered on a seniority basis. Posted work assignments are to be fulfilled on a non interrupted continuous basis. An employee who fails to complete an assignment shall be placed at the bottom of the seniority list unless such failure is due to a situation which would entitle the employee to jury duty leave, bereavement leave, personal leave, sick leave or professional leave during the regular school year.
- C. Employees who move, or have moved, into different classifications shall be credited with their total years of service with the District on the salary step schedule. One year shall be credited for each year of service with the District.

## **ARTICLE 9**

### **TRIP PROCEDURES**

As used in this Article, "classification seniority" shall be defined as the uninterrupted length of continuous service in a job classification. Authorized leaves of absence do not constitute an interruption in continuous service; however, time spent on an unpaid leave shall not be counted in computing seniority.

- A. In so far as possible, all trips shall be posted one week in advance and all such trips shall be assigned by classification seniority.
- B. The following procedure shall control the assignment of all trips:
1. Drivers have the right to take extra trips and refuse their regular daily pay as part of said day if the driver so desires.
  2. A trip board will be provided and maintained for bus drivers who request assignments to athletic and/or supplementary trips.
  3. If no full time regular driver is available, a substitute driver may be assigned for such trips in emergency situations. Example: An immediate unforeseen event that requires the need for a driver on the day of the trip.

4. If all drivers on the seniority list decline a trip, the trip may be assigned to a substitute driver and no driver shall be charged for the trip.
  5. Trips are to be filled by the transportation supervisor by trip ticker number. If more than one activity trip is scheduled the same day, the senior driver for that day shall have choice of trip for that day. The next senior driver shall have next choice, etc., until the trips for that day are filled.
  6. All drivers shall be notified three days in advance for extra trips unless in the case of emergency or cancellation.
  7. Drivers accepting a trip and not fulfilling the assignment shall be charged for that trip.
  8. Pay for extra trips for bus drivers shall be in accordance with the salary schedule. (See Appendix Bus Drivers).
  9. If the administration determines that not splitting a trip will cost less or the same as a split trip (one bus driver transports students to a location, drops them off and returns to the district and another driver or the same driver later drives to the drop off point, picks up the students and transports them to the district), the trip will not be split. The Superintendent may make exceptions as he/she deems are appropriate and in the best interest of the district and students.
  10. There shall be one permanent trip board for all drivers located at the bus garage. Entries on the trip board shall be permanent and not erased. Upon request, the OAPSE President or his/her designee shall be given the trip board from the prior month.
  11. The portion of a driver's regular route, which a driver forfeits in order to drive an extra trip, will be offered to available drivers on the basis of a rotating seniority list with the senior driver being offered the first available time. Drivers will be considered "available" provided this time does not interfere with the driver's regular route.
- C. If the administration determines that it would be a more efficient and cost-effective use of district resources to operate part or all of a particular activity trip with a vehicle other than a school-owned vehicle, the administration shall seek agreement from the union for such trips, then the trip may be taken in other than a school-owned vehicle.

**ARTICLE 10**  
**TRANSPORTATION OPERATIONAL PROCEDURES**

- A. All drivers shall be paid for no less than four (4) hours per day. Such pay status shall qualify such employees for benefits. Bus driver driving time for regular runs shall be determined during the first fifteen (15) work days of each school year. During the first ten

work days, if a discrepancy of 15 minutes or less occurs between the assigned driver driving time and the amount of driving time claimed by a driver, the driver's time shall be assigned to the route. If the discrepancy is more than 15 minutes, the driver's driving time shall be verified by the Transportation Supervisor and/or the Superintendent's designee prior to any payment being made. All drivers shall be paid an additional five minutes per day in addition to their regular scheduled rate of pay for pre-trip.

- B. Activity trips to be paid from student activity funds shall be paid at the rate of ten dollars (\$10.00) per hour based upon the time of departure from the bus garage and time of return to the bus garage.
- C. Trips which transport students to athletic competitions or band activities will be compensated at the activity rate listed in B. above, all other trips will be compensated at the educational rate of pay, including Band activities that occur at the same time and place as Chorus.
- D. Drivers assigned express runs shall have one and one-half (1-1/2) hours added to their regular schedules for express runs and shall be paid for each such run actually worked. If a driver agrees to take the express run for the entire school year those hours shall be contracted hours. The Superintendent reserves the right to assign express runs to drivers who live in the area where their runs terminate.
- E. Regular drivers shall be paid nine (9) hours at regular pay for bus clean up at the end of the school term before buses are turned in at the bus garage, provided the clean up is satisfactorily performed. Buses must be cleaned and returned to Bus Compound on or before July 1.
- F. Drivers shall be allowed \$2.00 per day as time driven for bus checks and clean up for each day compensated in their employment contract. Any driver taking a bus on a trip shall be responsible for its clean up on the return to the bus garage or storage area.
- G. The Board agrees to pay the initial fee required by the commercial motor vehicle regulations for all bargaining unit employees who are required to meet such requirement to perform their duties and responsibilities for the Board. The renewal fee for any such license shall be paid by the Board.

The Board agrees to pay the cost of abstracts.

The Board agrees to pay the total cost of bus driver re-certification, FBI checks, BCI checks and fingerprinting for all drivers as required. The Board shall assume the total cost of the re-certification and employees shall not incur any out of pocket expense associated with the re-certification process as listed in this paragraph.

- H. Payment of all items set forth in this subsection shall be pursuant to procedures established by the office of the Treasurer.

All passengers on buses operated by Warren Local School District shall be required to comply with district rules and regulations on student conduct.

- I. Should federal, state, or local regulations or rules be enacted or adopted which require holders of Commercial Drivers License (CDL) to undertake additional course work or activities to maintain a CDL certification, the Board agrees to reimburse CDL holders the cost of such coursework or activities upon successful completion of such coursework or activity.
- J. Compensation for any bus routes operated in the summer shall be at the driver's regular rate of pay for all hours worked, including fifteen (15) minutes per day for pre-trip and fueling.
- K. Up to six (6) bus drivers, who participate in the School Bus Rodeo, shall receive 8 hours pay, at the activity rate. Drivers up for re-certification will have first choice. If there are more than six (6) drivers scheduled for re-certification, then the paid drivers will be based on seniority. This provision is not a restriction on the number of bus drivers in the School Bus Rodeo. Its purpose is to determine who would receive pay for the day.
- L. Extra Routes (formerly pre-school routes) will include the transportation of any Special Education student not transported on a regular route.
- M. All Extra Routes will be contracted hours and will be established at the beginning of each school year, if possible. It may be necessary at times to abolish old routes and start new routes as the needs of these students change during the school year.

All Extra Routes will be awarded on a one school year basis. At the beginning of the school year, all extra routes will be given to the most senior driver who can meet the time frame. Seniority shall determine the awarding of these routes. Senior drivers may elect to take a part of an extra route, if they can meet the time frame and will not be penalized if they can not meet the time requirements for the other end of that route. The route will be awarded for the entire school year, regardless of any paper work problem.

If a driver takes an Extra Route, it is for the entire school year unless the student's needs change. Drivers will transport these students even when Warren Local Schools are closed, if their school is in session.

When a regular contracted driver is off on a sick day or personal leave day, the substitute will drive the entire route including the extra route for the day. If the regular driver of an extra route is off for a period of more than 5 days, then a regular driver will be asked to take the extra route for that period of time.

If an extra route is abolished due to the changed needs of the student, then the assigned driver will lose pay as the contract will be suspended. If a student needs to be transported again in that same school year, then the original driver will be reinstated and contract will resume.

Any new extra routes will be awarded to the most senior driver who can meet the time frame. All pre-school routes will be posted at the same time, if possible.

- N. If a driver gives up his/her regular pay to accept a trip and the trip is cancelled for any reason other than an emergency situation or immediate unforeseen event, the driver shall be paid his/her total regularly scheduled rate of pay for the day. Example: (1) A trip is cancelled at the last minute due to weather or other unforeseen event, the driver would not be paid for his/her regular route. (2) A trip is cancelled prior to the driver's regular scheduled route and the driver is not notified. The driver shall be paid his/her regular rate of pay for the day.

**ARTICLE 11**  
**GENERAL EMPLOYMENT CONDITIONS AND PROCEDURES**

- A. The regular work week shall consist of five (5) consecutive days, Monday through Friday, of forty (40) hours per week, provided that the Board may establish a regular work week of less than forty (40) hours. This article shall not restrict the extension of the regular workday or work week on an overtime basis.
- B. All hours worked in excess of forty (40) in one work week shall be paid at the rate of time and one-half (1-1/2). All work performed on Sunday shall be paid at the rate of double time. Vacation time, holidays, and sick leave shall be considered as time worked towards the computation of overtime payment.
- C. In accordance with the Fair Labor Standards Act, employees who earn income at more than one rate of pay shall have their overtime calculated using the weighted average method.

Example: An employee works 30 hours in a position, which pays \$11.00 per hour and 20 hours in a position, which pays \$9.00 per hour. The employee's overtime rate will be  $\$15.30$  ( $30 \times 11 = 300$ ) + ( $20 \times 9 = 180$ ) = 150 (total if straight time)  $510/50$  (number of hours worked) =  $\$10.20/\text{hr}$  (average/hr.)  
 $\$10.20/\text{hr} \times 1.5 = \$15.30$

- D. Part of a Day

Regular employees called out to work part of a day shall be paid for hours worked but not less than two hours, if the employee works more than two hours he/she shall be paid a minimum of four (4) hours.

- E. Clothing Allowance

All twelve (12) month maintenance, mechanics and custodial employees shall be provided with seven (7) shirts and reimbursed up to two-hundred (\$200.00) dollars for shoes or clothing at the beginning of each school year. Receipts for clothing must be presented to

the Employer for reimbursement. Employees will be given two (2) options for style/type of shirt. Uniform shirts must be worn by the employees.

- F. Employees shall be compensated at the appropriate rate of pay for the time they are required to perform service for the Board, including time employees are not performing work but are required to wait during breakdown delays, schedule changes and other similar circumstances beyond the control of the employee.
- G. All drivers shall be paid for the time they are required to be at the bus garage for service or repairs. At no time will a driver be paid less than one (1) hour.
- H. The content of an evaluation shall not be grievable.
- I. Newly hired employees shall serve a probationary period of ninety (90) working days. During a newly hired employee's probationary period, employment may be ended by the employer without recourse under the grievance procedure.
- J. The Board agrees to pay the total cost of FBI checks, BCI checks and fingerprinting required for employment for all bargaining unit members. The Board shall assume the total cost of these procedures and employees shall not be required to pay for any expense associated with these requirements.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURE**

- A. Each employee shall be directly responsible to a supervisor through administrative channels responsible to the Superintendent and the Board.
- B. Warren Local School District has the purpose of education of youth, and, therefore, must maintain a good image in the eyes of the public as well as provide efficient and economical service to the community. For this reason, any employee who fails to perform his responsibilities in an efficient manner or whose conduct is detrimental to the morale and function of the school is liable for discipline including dismissal.
- C. When an employee's contract is not renewed, the employee may request an interview with the Superintendent for the purpose of discussing the reason(s) why the contract was not renewed.
- D. The employee may request a hearing with the Superintendent or his designated representative if he disagrees with the written report of his performance. The employee, his supervisor, a designated representative shall be included at the hearing. Infractions of rules and regulations and standard performance may result in recommendation to the Superintendent that an employee be dismissed.
- E. Disciplinary action shall consist of a course of action designed to improve the quality of the employee.

F. Before a bargaining unit member is suspended or terminated from employment, the following procedures shall be followed:

1. The bargaining unit member will be given a written notification that will include (a) notice that disciplinary action is being considered; (b) a statement of the time and place of the meeting; (c) a statement of the grounds for proposed discipline; and (d) notice that he/she may bring to the meeting a union representative. The employee shall sign the statement acknowledging receipt of the statement.
2. The bargaining unit member will be afforded a meeting with the appropriate administrator (Superintendent or his designee) where he/she will be given an opportunity to tell his/her side of the story.

G. Alcohol and Drugs

The purpose of this subsection are (a) to prevent employee use of alcohol or drugs adversely affecting job performance; (b) to preclude employee possession of alcohol while on the employer's premises or in the employer's vehicles, or while engaged in job performance; and (c) to prohibit employee possession of controlled substances (except those medically prescribed).

"Alcohol" means ethel alcohol (ethanol). References to use or possession of alcohol include use or possession of any beverages, mixture or preparation containing ethyl alcohol.

"Controlled substances" are substances grouped as follows: Marijuana, narcotics (such as heroin and codeine), stimulates (such as cocaine and amphetamines), depressants (such as barbiturates and tranquilizers) and hallucinogens (such as PCP and LSD). Also included are drugs that are required to be distributed only by medical prescription.

"Drug" means controlled substance and any other substance (other than alcohol) that has known mixed or function altering effects on a human subject.

1. No employee may use or possess while assigned by the employer to perform assigned duties, or have on the employer's premises or in a vehicle of the employer, either alcohol or any controlled substance. Violation of this prohibition shall be grounds for discipline, including termination.
2. No employee may report to work or remain on duty while:
  - A. being in any way adversely affected by, or showing any untoward manifestation of the use of alcohol or any drug;
  - B. or having .02 percent or more alcohol in the blood.

3. Reasonable cause for breath or urine testing exists when a supervisory employee has a reasonable suspicion that an employee is currently affected in any adverse way by, or shows any untoward manifestation of the use of, alcohol or a drug, based upon personal observations that the supervisory employee can articulate concerning the appearance, behavior, speech, or body odors of the employee, or when the employee has caused or been involved in an accident.

#### Breath Test Safeguards

Testing devices shall be selected from among those listed on the Conforming Products List of Evidential Breath Measurement Devices published in the Federal Register by the National Highway Traffic Safety Administration (NHTSA). Tests shall be conducted by a trained and qualified operator in accordance with accepted standards.

#### Urine Test Safeguards

The employee shall have the right to a blood test after submitting a urine test. Not more than two urine samples may be taken from an employee as part of any test. At no time will the employee be required to provide a blood sample. Laboratory standards shall ensure that urine testing shall be undertaken only by an independent laboratory proficient in the testing of urine for alcohol and drugs.

A legible copy of a laboratory report of testing results shall promptly be made available to the tested employee and the Union.

Any employee who refuses to submit to a test in accordance with the terms of this Article, or who tests positive hereunder for alcohol or a drug, shall be sent home and suspended without pay by the Superintendent or his/her designee for thirty (30) working days if that is the employee's first violation. An employee who has been so suspended under this Article and who commits a second violation of this Article either by refusing to submit to a test in accordance with the terms of this Article or by testing positive for alcohol or a drug shall be subject to termination. Notwithstanding the foregoing two-stage disciplinary process, any employee who regularly operates a motor vehicle for the Board, or equipment that can present danger to the employee or others, shall be subject to termination, rather than a suspension of thirty (30) working days, for a first violation.

Before an employee is disciplined under this Subsection of the contract, he/she shall be afforded the rights to set forth in Subsection F of this Article.

An employee assistance program complying with the federal law governing drug testing shall be made available.

The provisions governing drugs and alcohol shall be effective when federal law requires.

4. Reimbursement forms will be included in the drug testing information package. Bus drivers who are required to submit to random drug testing will be paid their regular hourly rate of pay for drug testing (including travel and waiting time) and drivers will be paid Board approved mileage from the point of the end of their regular route to the doctor's office and return.

5. Drivers will have an option when called for random testing during the A.M. portion of their route or between their A.M. and P.M. route. The driver will select their option at the beginning of each school year.

**ARTICLE 13**  
**LAY-OFF AND RECALL**

- A. If the Board determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, lack of funds or lack of work, the procedures shall govern such lay-off.
- B. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, die or those whose contracts are not renewed on the basis of performance.
- C. Whenever it is necessary to lay off employees for the reasons set forth above, employees shall be laid off in the order of system seniority with the least senior employee, in the classification of layoff, laid off first. For the purpose of this Article, "system seniority" shall be defined as the length of continuous service with the Board as computed from the employee's most recent date of hire. Authorized leaves of absence do not constitute an interruption in continuous service; however, time spent on an unpaid leave shall not be counted in computing seniority.

Employees who are subject to a layoff in a particular classification shall have bumping rights, to bump any less senior employee within the classification, based on system seniority. Employees bumped from their position shall have the right to bump any less senior employee within the classification based on system seniority until the bumping process is exhausted. Employees laid off or bumped from their classification who have service in another classification in the district may use his/her service in that other classification to bump an employee who has less classification seniority. Years of service in a classification determine bumping rights. Employees may elect to return to their previous classification rather than bump an employee in their current classification if the bump would cause them to lose time or benefits.

- D. The following classifications shall be used in the event of a layoff:
  1. Secretarial/Clerical
  2. Custodial
  3. Mechanic
  4. Cook
  5. Head Cook
  6. Bus Driver
  7. Maintenance
  8. Library Media Aide/Lunchroom Clerk
  9. Head Custodian

- E. The Board shall determine in which classifications any layoff shall occur and the number of employees to be laid off. Employees on limited contracts shall be laid off before employees on continuing contracts.
- F. Employees who are laid off pursuant to this Article shall be recalled in the order of classification seniority to positions within the classification. All vacancies shall be bid and awarded to employees, who bid, within the classification, prior to recalling a laid off employee. Laid off employees may be recalled temporarily to fill vacant positions during the bidding process. Employees on continuing contract shall be reinstated before employees on limited contract.
- G. An employee who is laid off shall remain on the recall list for two (2) years unless he/she waives his/her recall rights in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within ten (10) working days after written notice of recall.
- H. Nothing in this Article shall limit or impair the Board's authority to terminate a contract pursuant to Section 3319.081 (C) of the Ohio Revised Code or to non renew a contract pursuant to Section 3319.083.

**ARTICLE 14**  
**PROFESSIONAL GROWTH**

An employee wishing to take a job-related course to improve competency at work may make application on forms provided. Approved fees will be allowed for courses completed. Professional Growth shall be reimbursed at an amount not to exceed 75% of cost for course registration. (No books or other materials for course will be reimbursed.) All courses must be approved on proper forms in adequate time to allow for Superintendent or designee, approval prior to first class beginning.

Workshops and/or related activities that further an employee's skills in their position may be taken upon approval. The Superintendent or designee may approve expenses up to 100% of the cost associated with the workshop.

**ARTICLE 15**  
**VACATIONS AND HOLIDAYS**

- A. Vacations  
All full-time 11 and 12 month employees shall be entitled to vacation pay in accordance with the following schedule. Employees with continuous system seniority who were 9 or 10 month employees in the district and are hired into an 11 or 12 month position will have prior credit prorated. For example, when a person who was employed in the district as a 9 month employee is hired as a 12 month employee, he/she will be given credit for 9/12<sup>th</sup> of a year for each year of service as a 9 month employee in the district. Once an employee becomes an 11 or 12 month employee, he/she will accrue vacation based on actual years of service.

- (1) At the completion of one year of service – ten (10) days.
- (2) At the completion of eight (8) years of service – fifteen (15) days.
- (3) At the completion of seventeen (17) years of service – twenty (20) days.
- (4) At the completion of twenty (20) years of service – twenty-five (25) days.

Employees shall be permitted to take vacation time at any time of the year provided that the employee's department or building will not be handicapped by the absence. The Board shall have the right to require prior notice and approval of vacations, and to limit the number of employees taking vacations at any one time.

**B. Holidays**

All twelve (12) month employees will be compensated for the following twelve holidays:

- |                            |                        |
|----------------------------|------------------------|
| Independence Day           | Christmas Day          |
| Labor Day                  | New Year's Day         |
| Veterans Day               | Martin Luther King Day |
| Thanksgiving Day           | President's Day        |
| Day following Thanksgiving | Good Friday            |
| Day before Christmas       | Memorial Day           |

All other contract employees shall be compensated for eleven (11) holidays (all of the above except Independence Day).

**C. Holiday Eligibility**

Except as otherwise provided in this Article, an employee must be in paid status or properly excused on the employee's scheduled working day immediately preceding and following the holidays for which the employee is paid.

An employee required to work on a holiday shall be paid time and one-half (1-1/2) their regular rate of pay for all hours worked in addition to the holiday pay.

Holiday work must be authorized in advance by the employee's immediate supervisor.

**ARTICLE 16**  
**MILEAGE**

Any employee required to use his/her vehicle(s) on Board business shall be reimbursed for each mile of use at the current rate suggested by the Internal Revenue Service.

**ARTICLE 17**  
**INSURANCE**

A. Medical Insurance

1. The Board shall provide group hospitalization, surgical and major medical insurance coverage equivalent to that described in the agreed upon Addendum.
2. Bargaining Unit Members shall individually have Preferred Provider (PPO) Plan. The Board shall pay eighty percent (80%) of the premium cost.
3. PPO Plan specifications include a twenty-five (\$25.00) dollar per office visit co-pay and one-hundred (100%) in-network coverage. In-patient admissions and out-patient hospital services are not subject to a co-pay. In-network deductibles are \$500.00/\$1,000.00. Effective July 1, 2010 in network deductibles will become \$400.00/\$800.00.  
Out-of-Network coverage is at eighty percent (80%) for covered services. Out-of-Network deductibles are \$800.00/\$1,600.00.
4. The Board shall provide a medical expense reimbursement program (MERP) to reimburse bargaining unit members for deductible expenses. This (MERP) shall reimburse the first \$400.00 of deductible expenses for single coverage and the first \$800.00 of deductible expense for family coverage. These (MERP) reimbursement plans end June 30, 2010.

B. The Board shall provide group term life insurance coverage in the amount of \$30,000. The Board shall pay one-hundred percent (100%) of the premium cost.

C. The Board shall provide family group dental insurance coverage with specifications the same as or better than the plan currently in effect. The Board shall pay one-hundred percent (100%) of the premium cost.

D. The Board shall provide prescription drug insurance coverage with the following or equivalent specifications:

Card Plan – All legal drugs and oral contraceptives; generic brand to be used except where a physician states that the brand name is necessary for the health of the Bargaining Unit Member.

Deductible-     \$10.00 for generic drugs  
                      \$20.00 for brand name drugs w/no generic  
                      \$30.00 for brand name drugs w/generic  
                      4<sup>th</sup> Tier (Specialty Drug List) 25%  
                      \$2,500.00 maximum yearly out of pocket expense per employee

A three-month supply of maintenance drugs shall be available for a double deductible.

\$20.00 for generic drugs  
\$40.00 for brand name drugs with no generic available  
\$60.00 for brand name drugs with a generic available

Coinsurance Amounts

Member Pharmacy	100%
Non-member Pharmacy	100%
Out-of-Area Pharmacy	100%

The Board shall pay one-hundred percent (100%) of the premium cost. The Board shall provide an individual card to each employee (two if utilizing the family plan).

- E. The Board may change insurance providers or self-funding so long as the benefits provided are the same or better than exist under the plans/programs set forth in paragraphs A-D herein.

**ARTICLE 18**  
**WAGES**

- A. 0% increase in wages across-the-board during the term of this agreement (June 30, 2011 and through June 30, 2014).

- B. Shift Differential

Employees who work second or third shift shall be paid the shift differential rate established by the salary schedule for all hours worked between 1:30 p.m. and 6:00 a.m.

- C. If an employee other than a food service worker is requested to and does perform work that is normally performed by a worker in a higher classification and such performance exceeds one (1) working day, for each day worked in the higher classification such employee shall be paid according to the salary schedule of the person in the higher classification but at his/her seniority level and not the seniority level of the person in the higher classification.

If a food service worker is requested to and does perform work that normally is performed by a head cook, for each day worked in the higher classification such employee shall be paid according to the salary schedule of the person in the higher classification but at his/her seniority level and not the seniority level of the person in the higher classification.

- D. Effective July 1, 2000, Step 27 and Step 30 shall be added to the salary schedule for each classification with an increment of \$0.20 at each of these steps in the salary schedule.

- E. Employees in the head cook classification shall receive an additional fifteen minutes pay per day in addition to their regularly scheduled pay for additional computer and paper work.

**ARTICLE 19**  
**PERSONNEL FILES**

- A. An official file, which includes the following items, shall be maintained in the office of the Superintendent of schools for each employee.
  - 1. Application for employment;
  - 2. Current employment contract;
  - 3. Written reprimands or complaints, together with any written replies thereto;
  - 4. Written observations and evaluation required by the district's evaluation procedure.
- B. Official records are confidential to the extent permitted by Ohio Revised Code.
- C. No anonymous complaint or report critical of an employee shall be included in the file.
- D. If an employee disputes the accuracy, timeliness, relevance or completeness of any item in his/her file, it shall be reviewed by the employee's supervisor and employee involved. The employees shall be afforded the opportunity to file a written reply.
- E. An employee shall have the right to review evaluations in his file and to have a written reply to same included in his file.
- F. An employee may request and shall receive at his/her expense a reproduction of any item in his/her file.
- G. Informal notes or records about employees maintained by administrators or supervisors shall not be included in the official file, except to the extent such notes or records are made a part of the employee's formal evaluation.
- H. A written reprimand/parental complaint shall be removed from the personnel file after two (2) years if the bargaining unit member has not had any subsequent reprimands or parental complaints. Removals shall be accomplished within two (2) years of the effective date of this contract by the bargaining unit member reviewing his/her file and bringing to the attention of the Superintendent or his/her designee the documents he/she believes should be removed.
  - 1. The bargaining unit member will be notified when documents are requested reviewed or provided.
  - 2. The requesting party shall be provided the document(s) within a reasonable period of time.

**ARTICLE 20**  
**UNION RIGHTS AND RESPONSIBILITIES**

The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- A. During the regular school day, the president of the local shall be permitted to visit any work location to discuss special problems of non-certified employees, to attend grievance hearings at any level (if hearings are at such time), to attend disciplinary hearings if requested to do so by administration or the non-certified employee involved in the hearing, to attend any other meeting arranged by the Board and/or administration to discuss matters pertaining to this agreement or non-certified employees generally, and to make or receive telephone calls that are necessary for the performance of his/her duties as Union president. These rights shall not interfere with the employee's or the president's regular duties.
- B. Consistent with Board building and equipment use policy, to use without charge, board-owned facilities and equipment, including but not limited to, meeting rooms, typewriters, duplication equipment, and audio-visual equipment. All expendable supplies will be furnished in this regard by the Union. The use of said facilities and equipment will not interfere with the normal operation of the schools and request for use shall not be unreasonably denied.
- C. To use the inter-school mail system in the school building offices and work locations to distribute Union bulletins, newsletter, or other circulars. Members' mail boxes may be identified with the Union's logo.
- D. To use the telephones and any work locations to carry out Union business. Any fees or toll call charges shall be reimbursed to the Board by the Union. These calls are not to be made at a time that interferes with duties assigned or with normal office operations.
- E. To use bulletin boards in any work location to disseminate information to members, provided, however, that any materials posted shall neither advocate nor promote any actions which would tend to impede or disrupt the district's mission of educating children. Specifically excluded are partisan election materials and those materials which are defamatory, derogatory, or libelous in nature.
- F. To meet, if required by the Union, for no more than one (1) hour, for an OAPSE Local 408 general membership meeting when any district wide in-service day is scheduled. The hour provided shall be within the normal work day and employees who are at their normal work location shall be released to attend the meeting.

**ARTICLE 21**  
**DURATION OF AGREEMENT**

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without a charge a copy of this Agreement to every employee in the bargaining unit. Additional twenty (20) copies to be available if needed by the President of Local #408 during the duration of this contract. The contract shall be printed by union printers if the rate charged by such printer is lower than other available rates. It shall be the responsibility of OAPSE to locate union printers who will print the contract and to provide the Board with the name(s) and telephone number(s) of the available Union printer(s).

**ARTICLE 22**  
**NON-DISCRIMINATION**

The Board and the Union agrees that neither shall discriminate against any employee for any reason that is illegal by any state or federal law.

**ARTICLE 23**  
**WAIVER OF NEGOTIATIONS**

The Board and Union acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

**ARTICLE 24**  
**BOARD PICK-UP OF EMPLOYEE CONTRIBUTIONS TO SERS**

- A. For the purpose of this Article, total annual wages per pay period for each bargaining unit member shall be the wages otherwise payable under this Agreement and their contracts. The total annual wages per pay period of each bargaining unit member shall be payable by the Board in two parts: (1) deferred annual wages and (2) cash wages. A bargaining unit member's deferred annual wages shall be equal to that percentage of said bargaining unit member's total annual wages, or wages per pay period, which is required from time to time by School Employee's Retirement System (SERS) to be paid as an employee contribution by said bargaining unit member, as a "pickup" of the SERS employee contribution, otherwise payable by said bargaining unit member. A bargaining unit member's cash wages shall be equal to said bargaining unit member's total wages, or wages per pay period, less the amount of "pickup" for said bargaining unit member and shall be payable, subject to the applicable payroll deductions, to said bargaining unit member.

- B. The Board's expenditures for bargaining unit member's total annual wages, otherwise payable under their contracts and applicable board policies, including its employer contribution to SERS, shall not be greater than the amounts it would have been paid for those items had this Article not been in effect.
- C. The Board shall compute and remit its employer contributions to SERS based upon total annual wages, including the pickup. The Board shall report for Federal and Ohio income tax purposes, as an employee's gross income, said employee's total salary less the amount of the "pickup". The Board shall report for municipal income tax purpose, as a bargaining unit member's gross income, said bargaining unit member's total annual wages, including the amount of the "pickup". The Board shall compute income tax withholding based upon the gross income as reported to the respective taxing authorities.
- D. The "pickup" shall be included in the bargaining unit member's total annual wages for the purpose of computing daily rate of pay, for determining paid wages for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.
- E. An amount equal to the percentage of the employee's total annual salary which is being picked-up by the Board shall be added to each salary schedule in effect upon plan termination or at any time this procedure might no longer be legally permitted and this procedure is terminated.
- F. Notwithstanding the foreign provisions, the Board, without reducing the Bargaining Unit Member's salary, shall pay to SERS an equal amount equal to five percent (5%) of the member's salary as a pick up of a portion of the employee's SERS contribution. The pickup provided for this subsection shall be included in the Bargaining Unit Member's total annual salary for the purpose of determining salary for SERS purposes.
- G. Should this procedure no longer be legally permitted, the parties will meet to negotiate the disposition of the portion of the employee's SERS pick-up formally being picked-up by Employer.

**ARTICLE 25**  
**EMPLOYEE-EMPLOYER COMMITTEE**

- A. The Warren Local School Board or its designated representative(s) agree to meet and discuss issues and/or problems concerning the District and the Union, excluding the specific terms and conditions that exist in the negotiated agreement between the parties. Such committee shall consist of up to four (4) representatives of the administration and up to four (4) representatives of OAPSE Local 408. The committee shall meet "if and when" either party requests at mutually agreed upon times within fifteen (15) work days of the request.
- B. If OAPSE and/or a bargaining unit member has a concern or complaint regarding health or safety, and/or he/she believes it to be a violation of the Ohio's OSHA laws and regulations,

the concern or complaint shall be communicated to the building principal or superintendent. It is the intent of the parties that before a complaint or charge is filed with government OSHA officials, the school district will be given a reasonable opportunity to undertake corrective action.

**ARTICLE 26**  
**ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous agreements between the Warren Local Board of Education and the Union, Local #408 and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

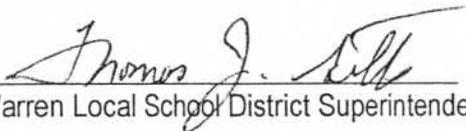
**ARTICLE 27**  
**TERMS OF AGREEMENT**

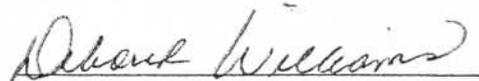
This Agreement shall become effective upon ratification on June 30, 2011 and shall continue in effect up to and including June 30, 2014, and annually thereafter unless the Board or Union has given written notice to the other of its intent to modify this Agreement. Such notification shall be in accordance with the provisions set forth in Article 1, Section D of this Agreement.

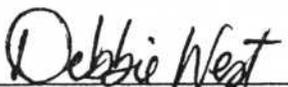
Signed by authorized representatives of the parties this 30th day of June, 2011

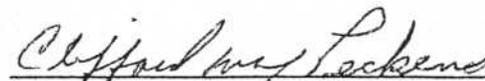
**WARREN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

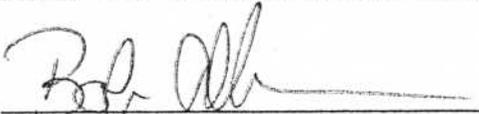
**OAPSE/AFSCME LOCAL 4  
AND ITS LOCAL #408**

  
Warren Local School District Superintendent

  
OAPSE Local 408 President

  
Warren Local School District Board Member

  
OAPSE Negotiating Team Member

  
Warren Local School District Board Member

  
OAPSE Negotiating Team Member

## SALARY SCHEDULES

### MAINTENANCE AND CUSTODIAL

#### DAY

2011/2012

2012/2013

2013/2114

<u>Yrs. Exp.</u>	<u>(DAY)</u>	<u>B-II</u>	<u>B-III</u>	<u>B-IV</u>	<u>B-V</u>	<u>B-VI</u>
0		13.81	14.33	14.65	15.12	15.40
1		13.92	14.48	14.81	15.24	15.59
2		14.00	14.54	14.91	15.38	15.79
3		14.11	14.71	15.03	15.52	15.96
4		14.21	14.83	15.16	15.65	16.16
7		14.29	14.91	15.24	15.75	16.22
10		14.40	15.01	15.35	15.84	16.34
15		14.57	15.19	15.53	16.02	16.51
20		14.81	15.42	15.76	16.25	16.74
25		15.42	16.06	16.43	16.96	17.48
27		15.67	16.32	16.69	17.21	17.74
30		15.93	16.57	16.95	17.47	18.00

#### Job Classifications

B-II Custodian with housekeeping duties as primary responsibilities.

B-III Custodian with maintenance responsibilities.

B-IV Custodian with maintenance and supervisory responsibilities , one person usually assigned to all larger buildings.

B-V Maintenance Worker  
Bus Mechanic-Grade I

B-VI Bus Mechanic - Grade II

## SALARY SCHEDULES

### CUSTODIAL EVENINGS

2011/2012

2012/2013

2013/2114

<u>YRS. Exp.</u>	<u>(Evenings)</u>	<u>B-II</u>	<u>B-III</u>	<u>B-IV</u>	<u>B-V</u>	<u>B-VI</u>
0		13.89	14.41	14.73	15.20	15.50
1		14.00	14.54	14.89	15.34	15.65
2		14.08	14.62	14.98	15.47	15.85
3		14.19	14.78	15.11	15.60	16.02
4		14.29	14.91	15.24	15.76	16.22
7		14.36	14.98	15.32	15.83	16.30
10		14.48	15.10	15.42	15.95	16.41
15		14.65	15.28	15.60	16.13	16.59
20		14.89	15.51	15.83	16.36	16.82
25		15.50	16.17	16.50	17.07	17.57
27		15.75	16.43	16.75	17.33	17.83
30		16.01	16.69	17.01	17.59	18.09

#### Job Classifications

B-II Custodian with housekeeping duties as primary responsibilities.

B-III Custodian with maintenance responsibilities.

B-IV Custodian with maintenance and supervisory responsibilities, one person usually assigned to all larger buildings.

B-V Maintenance Worker  
Bus Mechanic-Grade I

B-VI Bus Mechanic - Grade II

## SALARY SCHEDULES

### DRIVERS

2011/2012

2012/2013

2013/2114

<u>Yrs. Exp.</u>	<u>DII</u>
0	15.22
1	15.40
2	15.59
3	15.63
4	15.77
7	15.83
10	15.92
15	16.04
20	16.26
25	16.98
27	17.23
30	17.48

**SALARY SCHEDULES**

**CLERICAL**  
**2011/2012**  
**2012/2013**  
**2013/2114**

<u>Yrs. Exp.</u>	<u>A-I</u>	<u>A-II</u>
0	13.75	14.15
1	13.83	14.22
2	13.92	14.29
3	14.00	14.36
4	14.09	14.44
7	14.20	14.57
10	14.30	14.64
15	14.44	14.77
20	14.67	14.99
25	15.27	15.61
27	15.53	15.87
30	15.79	16.12

Job Classifications

A-I Clerk - Typist – Receptionist - Library Media Aide and Lunchroom Clerk

A-II \*Secretary/Clerical

\*Twelve (12) month secretaries will be an eight (8) hour position.

**SALARY  
SCHEDULES**

**LUNCHROOM  
PERSONNEL  
2011/2012  
2012/2013  
2013/2114**

<u>Yrs. Exp.</u>	<u>C-I</u>	<u>C-II</u>
0	13.38	14.08
1	13.44	14.17
2	13.52	14.29
3	13.60	14.40
4	13.63	14.42
7	13.70	14.49
10	13.76	14.56
15	13.91	14.70
20	14.16	14.98
25	14.74	15.59
27	14.99	15.84
30	15.25	16.10

Job Classifications

C-I Cook

C-II Head Cook