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STATE EMPLOYMENT  
RELATIONS BOARD

2011 SEP -9 P 12:44

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**MASTER CONTRACT**

Between the

**WESTERN RESERVE BOARD OF EDUCATION**

and

**CLASSIFIED EMPLOYEES**

of the

**WESTERN RESERVE SCHOOL DISTRICT  
OAPSE LOCAL #438**

**July 1, 2011 through June 30, 2014**

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The Board of Education of Western Reserve Local and O.A.P.S.E. Local #438, containing the Western Reserve School Employees, do hereby agree as follows:

**ARTICLE 1. DEFINITIONS, RECOGNITION, PURPOSE AND DUES**

**1.A Definitions**

- 1.A1 The Western Reserve Board of Education, Berlin Center, Ohio shall hereinafter be referred to as the "Board".
- 1.A2 The Ohio Association of Public School Employees (OAPSE) and OAPSE Local #438 shall hereinafter be referred to as the "Union".
- 1.A3 The term "Employees" where used herein refers to all employees in the bargaining unit.
- 1.A4 The term "Master Contract" shall refer to the document contained herein that has been bargained between O.A.P.S.E. Local #438 and the Western Reserve Board of Education and is on file with SERB.
- 1.A5 The term "Superintendent" will be defined as the Chief Executive Officer, hired and evaluated by the Board of Education.
- 1.A6 The Union "officer" shall be defined as President or his/her designee.
- 1.A7 The State Employment Relation Board shall be defined as "SERB".

**1.B Recognition**

- 1.B1 Both the Board and the Union recognize that the benefits and responsibilities of employment, including those provided in this Master Contract, shall be shared and assumed equally and uniformly by all employees.
- 1.B2 The Union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.
- 1.B3 The Union's exclusive bargaining unit includes only the job classifications listed below and the Board will not recognize any other union or organization as the representatives for any employees within such classifications.
  - a. Bus Drivers
  - b. Cafeteria Workers
  - c. Custodial Employees
  - d. Secretarial Employees
  - e. Teacher Aide Employees
  - f. Janitors

1.B4 Employees excluded from the employee unit shall include any employees who have the authority to recommend the hiring, discharge, or the discipline of a member of the Employee Unit or the authority to evaluate the job performances of those employees during their work day and part time casual employees, seasonal employees, substitutes, certified personnel and confidential employees, including the Administration Secretary and the Secretary to the Treasurer.

1.B5 The Board of Education shall notify Local #438 when the duties of an existing position or classification are expected to change. Within thirty (30) working days of the receipt of such notice, the union may request bargaining concerning the job duties and the rate of pay for the changed position or classification. The Board retains the right to implement the proposed duties and the rate of pay pending the negotiations process. The Union retains its rights under Article III of the agreement in the event the parties are unable to reach agreement.

1.B6 There shall be one official job description for each classification. The Union shall be given a copy of each job description by September 1, 2005.

1.C Purpose

1.C1 The purpose of this Master Contract is to provide a fair and responsible method of enabling employees covered by this Master Contract to participate through union representation in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

1.D Association Security and Dues/Fair Share Fee Deductions

1.D1 Every classified full time and short hour employee in the recognized bargaining unit should contribute toward the cost of administering this master agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.

1.D2 All classified employees whether they are employed by the Board as regular full time or regular short hour employees and who are eligible to hold membership in the local will choose one of the following:

a. Membership in the Union, in which case such employees shall execute authorization for dues deductions on a form provided by OAPSE.

b. Non-membership in the Union, in which case the Board Treasurer shall deduct from the salaries of such employee(s) a service fee (i.e. fair share fee) in amount set forth in written notification by the Local Treasurer, such notice to be provided not later than September 5th of each year. Such fee shall be required as a condition of employment.

- c. Any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay for said fair share fee, on the same schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment shall subject such employee to the same sanction as would non-payment of Union Dues under the agreement.
  - d. In no case shall the monthly fair share fee be in excess of the regular OAPSE membership dues.
- 1.D3 All bargaining unit members shall either authorize payment of dues or remit payments in full, directly to the Local Treasurer.
- 1.D4 Such deductions shall be made in eighteen (18) equal installments beginning with the last pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22 through August 31.
- Should a Union member withdraw during this withdrawal period, the Board Treasurer shall then deduct the fair share fee according to Article 1.D2b.
- 1.D5 Payroll deductions shall occur immediately upon request, or in the case of new employees, within thirty (30) days upon employment.
- 1.D6 The Board Treasurer shall forward to the OAPSE State Treasurer the amount of State and Union dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. This shall be done within ten (10) days following each deduction.
- 1.D7 The Association shall defend and indemnify the Board, the Board Treasurer, the Board officers, members, agents, and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, unless willful, that may arise out of or by the reason of the action taken by Western Reserve Local Schools for the purposes of complying with any of the provisions of the Article or in reliance on any list, notices, or assignments furnished under any of such provisions. If legal counsel for defense and indemnification purposes is retained, appointments shall be determined jointly by the Board of Education.

- 1.D8 The Board agrees to deduct from wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) deductions as provided for in a written authorization. Such authorization must be executed by the employee in writing on the proper enrollment forms and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit monthly deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee for whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Deductions shall be made each pay period.

## ARTICLE II. NEGOTIATION PROCEDURE

### 2.A Preamble

- 2.A1 The Board and the Union hereby agree that the Board, under law, has the final responsibility for establishing the unilateral policies of the Western Reserve Local School District in accordance with the provisions of the Ohio Revised Code. It is understood that this Master Agreement is subject to and shall operate within the framework of the statutes of the State of Ohio.

### 2.B Initiation of Negotiations

- 2.B1 A written request for a meeting initiating negotiations shall be submitted by the Union to the Superintendent or by the Superintendent to the President of the Union by April 1 of the year the contract expires.
- 2.B2 The items to be discussed during the negotiations shall be specified in writing by both parties at the first meeting and said items shall constitute the agenda for negotiations proposal addressing each item it has placed on the agenda not later than the second meeting.

### 2.C Scope of Negotiations

- 2.C1 Items to be discussed during negotiations shall be limited to those subjects presented by way of the proposals referenced in Section 2.B2, above, including salaries, hours and other terms and conditions of employment of Union members.

### 2.D Meetings

- 2.D1 Meetings shall be scheduled for a mutually satisfactory time within twenty-one (21) days after the request for a meeting unless a mutually satisfactory later day is agreed upon. Negotiations shall be completed within sixty (60) days from the first meeting unless there is a mutually agreed upon extension.

- 2.D2 Both sides agree to provide the other party with relevant data and supporting information.
- 2.D3 Each team shall be comprised of not more than five (5) representatives who shall be members of the Board and/or the Board's Administrative Staff and members of the OAPSE Local #438. Either team may exercise its discretion to utilize consultants during the negotiation process.
- 2.D4 Each team shall have full authority to respond to proposals at the time such proposals are presented and to offer counterproposals at the same bargaining session.
- 2.D5 The spokesperson of either party may recess his team for an independent caucus at any time.
- 2.D6 Negotiation sessions shall not exceed two (2) hours unless the parties agree to a longer session.
- 2.D7 When written tentative agreement is reached by the parties on a given item, that item shall be initialed and dated by the spokesperson for each party. Said initialing shall not be construed as final agreement on that item until all unresolved items on the agenda have been mutually resolved.
- 2.E Impasse
- 2.E1 Mediation  
At any time after the thirtieth (30) day of the sixty (60) day negotiation period, the Board or Union may request mediation conducted under the auspices of the Federal Mediation and Conciliation Service. Unless final agreement is reached, mediation shall continue until the expiration of the sixty (60) day negotiation period and if the parties mutually agree, may continue thereafter.
- 2.F Agreement
- 2.F1 When the parties reach final agreement, it shall be reduced to writing and presented to the Board for approval and to the Union for ratification. A signed agreement shall be completed within ten (10) days of such action by both parties.

### ARTICLE III. GRIEVANCE PROCEDURE

#### 3.A Definition

- 3.A1 A grievance is a dispute or difference between the Board and the Union, or between the Board an employee, involving the interpretation and/or application or and/or compliance with any provision of this Master Agreement.

3.B Purpose

- 3.B1 It is mutually agreed that the prompt resolution of grievance is desirable in the interest of sound relations between the employees and the Board. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each part to protect and preserve the grievance procedure as an orderly means of resolving grievance.

3.C Procedure

- 3.C1 When a grievance arises, the following procedure shall be observed:

3.C2 Step One:

Within ten (10) working days of the events giving rise to the grievance, or the employee's knowledge of same, the employee shall discuss the grievance with his/her supervisor. The employee may be accompanied by an office of the Union.

3.C3 Step Two:

If the discussion, at Step One (1) does not resolve the grievance, the Officer and/or employee shall present the grievance in writing to the employee's supervisor with ten (10) working days after the events or the Step One (1) meeting, whichever is applicable.

- 3.C4 The grievance form shall set forth the complete details of the grievance (i.e. the facts upon which it is based, the provisions of the Master Contract allegedly being violated, the approximate time of occurrence and the relief or remedy requested), and shall be dated and signed by the employee(s).

- 3.C5 The supervisor shall attempt to resolve the grievance with the employee(s) and the Officer. Within three (3) working days after the presentation of the grievance, the supervisor shall give a written answer to the office. This answer shall set forth in detail any settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

3.C6 Step Three:

If the grievance is not satisfactorily settled at Step Two (2) it shall be presented in writing to the Superintendent of Schools by the Local President within seven (7) working days after the receipt of Step Two (2) answer. Within five (5) working days thereafter, the Superintendent shall meet with the Local President and/or the OAPSE Representative in an attempt to resolve the grievance. Within five (5) working days after the Step Three (3) meeting,

the Superintendent shall give a written answer (as defined in Step Two (2) to the Local President).

3.C7 Step Four:

If the grievance is not satisfactorily settled at Step Three (3), it shall be presented to the President of the Board with seven (7) working days after the Step Three (3) answer. The grievance shall be heard at the next regular meeting of the Board, and the OAPSE Representative and/or Local President shall participate in the discussion of the grievance. Within thirty (3) calendar days after the Step Four (4) meeting, the President of the Board shall give a written answer, as defined in Step Two (2) to the OAPSE Representative and the Local President.

3.C8 Step Five:

If the grievance is not satisfactorily settled at Step Four (4), the Union may, within thirty (3) calendar days after the receipt of the Step Four (4) answer, submit the issue to arbitration. The Union shall notify the Federal Mediation and Conciliation Services (FMCS) and the Board at the same time of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the FMCS shall submit a panel of seven (7) arbitrators, to each party and the arbitrator shall then be chosen in accordance with the alternate strike method. Either party may request a second list of arbitrators. The fees and expenses of the arbitrator shall be borne equally by the parties. Furthermore, the aggrieved employee, the Local President and any necessary witnesses shall not lose any regular straight time pay for the time off the job while attending any arbitration proceedings.

3.D Time Limits:

3.D1 The time limits set forth in the grievance procedure may be extended by mutual agreement of the Board and the Union. Working days shall be defined as days in which the Board of Education offices are open for business.

3.D2 Failure to file a grievance or appeal a grievance to the next step of the procedure within the applicable time limit shall result in a waiver of the grievance. At Steps Two (2), Three (3), or Four (4) of the grievance procedure, the failure of the Supervisor, Superintendent, or Board to answer the grievance within the applicable time limit shall cause the grievant to be granted the relief requested on the grievance.

3.E Arbitration

3.E1 In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over the disputes arising out of grievances as it relates to the interpretation and/or application of, and/or the compliance with the provisions of the contract including all disciplinary actions, and in reaching his decision the arbitrator shall have no authority to add to, or subtract from or modify in

any way any of the provisions of the contract. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

- 3.E2 All decisions of the arbitrator consistent with these provisions and all pre-arbitration grievance settlements reached by the Union and the Board shall be final, conclusive, and binding on the Board, the Union and the employee(s). Provided, that a grievance may be withdrawn by the Union at any time during Steps One (1), Two (2), or Three (3) of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

#### ARTICLE IV. LEAVE POLICIES

##### 4.A Sick Leave

- 4.A1 Each bargaining unit employee shall be entitled to fifteen (15) days sick leave with pay, for each year under contract (July 1 through June 30), which shall be credited at the rate of one and one fourth (1-1/4) days per month.
- 4.A2 The accumulation of sick leave shall be unlimited.
- 4.A3 An employee who transfers from a public agency or school district shall be credited with the unused balance of his sick leave providing he produces a signed statement from his physician that he is and has been in good health and fully able to complete the work assigned.
- 4.A4 An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his immediate family, for medical, dental, or optical examination, or treatment of an employee to contagious disease, the presence of the employee at his job would jeopardize the health of others. An employee shall also be granted sick leave with pay for pregnancy provided the employee has accumulated earned paid sick leave. An employee shall be granted sick leave pay for death in the employee's immediate family. With the exception of a spouse or child, sick leave for death in an employee's immediate family shall be limited to five (5) days.
- 4.A5 An employee's immediate family, as referred to herein, shall include his spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent(s), grandchild, a legal guardian or other person(s) who stands in place of a parent (loco parentis).
- 4.A6 An employee off duty for more than seven (7) days because of a worker's compensation claim shall have the option of pay continuation using accumulated sick leave or electing to receive Temporary Total (TT) compensation from the Bureau of Workers' Compensation.

4.B1 A regular employee shall be granted time off for jury duty and shall suffer no loss of pay. The difference between the employee's regular daily rate and the daily amount paid by the court shall be paid the employee serving required jury duty.

4.C Military Leave

4.C1 An Employee who is a member of the Armed Forces of the United States as defined in O.R.C. Section 3309.02 (A) (1), including the Ohio national guard, the Ohio military reserve, the Ohio naval militia, and the reserve components of the armed forces enumerated in Section 3309.02 (A) (1), shall be entitled to leave of absence from their respective duties without loss of pay for each time as they are required to be in military service or training not to exceed thirty-one (31) days in any calendar year. Paid leave of absence shall be granted for voluntary duty or service, and shall be limited to any difference between the employee's regular rate of pay and the rate of pay of the substitute employee. Leaves of absence exceeding thirty-one (31) days in length shall be without pay. Extended military leaves of absence shall be treated in the same fashion as that set forth under Section 3319.14.

4.D Provisions for Leave of Absence Without Pay

4.D1 All leaves of absence without pay and any extensions thereof must be applied for in writing, to the Superintendent, at least ten (10) working days prior to the proposed commencement of the leave except in serious or unusual circumstances. Notification of the approval or denial of their requested leave shall be given the employee in writing within five (5) working days after submission of the request.

4.D2 The Board shall continue to pay their portion of the employee's health and life insurance premiums for the first thirty (30) days of such leave.

4.D3 If the Board places an employee on an unrequested extended leave of absence, the employee shall be maintained in all insurance groups at the Board's expense unless the member is formally charged by Law Enforcement with a felony.

The employee shall be entitled to a hearing on such unrequested leave of absence or it's renewals in accordance with the Ohio Revised Code.

4.E Sick Leave Without Pay

4.E1 Upon written request the Board of Education may grant an unpaid leave of absence for a period of not more than one year for education or professional or other purposes, and shall grant such unpaid leaves where illness or other disability is the reason for the request.

- 4.E2 In all sick leaves without pay under subsection 4.E1, above, the Board shall not be responsible for payment of the Board's share of the employee's health insurance premiums.

4.F Pregnancy Leave

- 4.F1 An employee shall be entitled to a pregnancy leave without pay. Supporting medical evidence must be submitted to the Board ten (10) days prior to the effective date of the leave. The leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period shall include pre-delivery, delivery and recovery and nurturing time as certified by the employee's physician. The leave of absence shall not exceed six (6) months. Additional six (6) months may be granted upon approval by the Board.

- 4.F2 In all pregnancy leaves without pay 4.F1, the Board shall not be responsible for payment of the Board's share of the employee's health insurance premiums.

4.G Other Provisions Regarding Leaves of Absence

- 4.G1 If a substitute has not been hired for the duration of the leave, an employee may, upon request, return to work prior to the expiration of any leave of absence.
- 4.G2 An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to his same or similar position.

4.H Personal Leave

- 4.H1 Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day without creating an undue hardship on an employee.
- 4.H2 The official "Personal Leave Form" shall be used by all employees to request personal leave. It shall be returned to the employee's immediate supervisor (Principal or Bus Supervisor) and approved by the Superintendent.
- 4.H3 An employee may be granted up to three (3) days personal leave for each year under contract (July 1 - June 30) for reasons listed on the Personal Leave form.
- 4.H4 In addition, an employee may be granted personal leave for other similar situations. Leave for other similar reasons and for leave immediately before or after a school holiday or recess shall be subject to the approval of the Superintendent of Schools.

- 4.H5 Request for personal leave shall be made to the Supervisor for approval three (3) working days prior to the requested day, except in the case of emergency.
- 4.H6 Personal leave days not used during any contract year shall be transferred to the employee's sick leave accumulation prior to the beginning of the subsequent contract year.

4.I Professional Meetings

- 4.I1 If it does not interfere with the operation of the school program, school employees may be permitted to attend the Annual District Meeting.
- 4.I2 Authorized union delegates may be permitted to attend the Annual OAPSE conference without loss of pay.
- 4.I3 Permission to take time off to attend any professional meeting must be obtained from the school Superintendent.

4.J Assault Leave

- 4.J1 A member of the bargaining unit who is absent due to disability resulting from an unprovoked assault by a student, or trespasser, which occurs in the course of Board employment while on duty either on school property during school hours or in attendance at a school-sponsored function, shall be eligible to receive assault leave.
- 4.J2 Such leave shall be granted up to one hundred and thirty five (135) working days upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board and furnished by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity (if known) of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the member to participate and cooperate with the Board and/or law enforcement officials if the authorities choose to pursue legal action against the assailant(s). If medical attention is required the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- 4.J3 During such assault leave, said employee shall be maintained on full pay basis, and such leave shall not be charged against the employee's sick leave or personal leave.
- 4.J4 If after the initial one hundred and thirty-five (135) days the employee is still disabled, the employee may petition the Board requesting an extension of leave.

4.K Leaves of Absence Under Family Medical Leave Act

- 4.K1 Members of the Employee Unit are entitled to up to twelve (12) workweeks of unpaid leave of absence in accordance with the Family Medical Leave Act of 1993.
- 4.K2 On return from leave, the employee is entitled to be restored to the position held when leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave, but benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.A Union Visitation

- 5.A1 Non-employee representatives of the Union may enter the premises of any operation of the Board between the hours of eight thirty o'clock (8:30) a.m. and five o'clock (5:00) p.m., Monday through Friday, upon request to the Superintendent or his designee, for the purposes only of ascertaining whether or not this contract is being observed and attending meetings at Step Three (3) of the Grievance Procedure. Such visit(s) shall not interfere with the work of any employee or the operations of the Board.

5.B Union Representation

- 5.B1 Union Officers shall adhere to the following procedure in the processing of grievances:
- a. An employee having a grievance as defined herein shall notify his/her immediate supervisor and may request him/her to call an officer. The supervisor in turn shall make arrangements to have the officer leave his/her job.
  - b. Before leaving his/her job the officer shall notify his/her immediate supervisor.
  - c. When it is necessary for an officer to enter a school supervised by a principal other than his/her own, he/she shall report first to the principal in charge and advise him/her of the purpose of being there.
  - d. Upon returning to his/her job, the officer shall first report to his/her own principal before resuming work if the principal is available (or if he/she is unavailable, as soon as possible after resuming work).

e. The officer shall process grievances with the proper regard for the Board's operational needs and shall cooperate in good faith with the Board in keeping to a minimum the time lost due to grievance handling.

5.B2 The Union shall furnish the Board a written list of the names of the Union President, Vice President, Secretary, Treasurer, indicating locations to which each is assigned. Further, the Union shall promptly notify the Board in writing of any changes herein.

### 5.C Discipline

5.C1 An employee who is disciplined must be disciplined for just and proper cause, within a reasonable period of time from the dates in which the events occurred. An employee shall be given a copy of any warning, reprimand, or any other disciplinary action entered on his personnel record within five (5) working days of the action taken.

5.C2 Any employee who has been disciplined by reprimand, suspension or discharge will be given a written statement describing in detail the reason or reasons for which he/she has been reprimanded, suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of reprimand, suspension or discharge, the employee shall be advised of his/her right to have an officer present. Further, if the employee so requests, he/she shall be granted a private interview with said officer before the employee is required to leave the premises (in cases of suspension or discharge).

5.C3 Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purposes of suspension only.

5.C4 It is important that the employee's complaint regarding unjust or discriminatory reprimand, suspension and/or discharges be handled promptly. Therefore, all such disciplinary action may be appealed through the Grievance Procedure beginning at Step 3.

### 5.D Personnel Files

5.D1 All classified personnel records shall be maintained in files at the Administration Office. Each classified employee shall have the right to review the contents of his/her own file, with twenty-four (24) hours notice to administrative personnel. In addition, the employee shall have the right to be accompanied by an OAPSE representative of their choice if they so desire.

5.D2 No item may be removed from the file by the employee, however, each employee may receive a copy of any inspected information at no cost to the employee.

- 5.D3 Any employee receiving a written reprimand or a notice that is disciplinary in nature shall receive a copy of the reprimand or notice. The employee will be asked to sign the reprimand or notice to verify receipt; however, the employee's signature shall not be construed to imply agreement or disagreement with the contents of the reprimand or notice. If the employee does not sign the reprimand or notice, the document shall be noted and filed.
- 5.D4 Anonymous letters or undocumented materials referring to any classified employee shall not be placed in an employee's file nor made a matter of record.
- 5.D5 All classified employees shall have the right to respond to any document in their personnel file. Any such responses shall be in writing and shall be attached to the relevant document.
- 5.D6 All classified employees shall have the right to request that any materials from their personnel file that are determined to be obsolete or inappropriate be removed, subject to the approval of the Superintendent.
- 5.D7 Records of a disciplinary nature shall not be used in the further discipline of an employee, if these records are more than three (3) years old for twelve-month employees and four (4) years old for all other employees.

5.E Evaluations

- 5.E1 All classified employees shall be evaluated annually by the appropriate administrator. The employee to be evaluated shall be notified at least twenty-four (24) hours in advance of any evaluation.
- 5.E2 Following an evaluation, the administrator will review the results of the evaluation with the employee. The employee shall sign the evaluation to acknowledge such review with the administrator; however, the employee's signature shall not be construed to imply agreement or disagreement with the contents of the evaluation. The employee shall also receive a copy of the evaluation at the time of review.
- 5.E3 The employee shall have the right to respond to any evaluation within thirty (30) working days. Any written response shall be attached to the evaluation and filed.
- 5.E4 Any classified employee rated unsatisfactory or demonstrating substandard performance in any area of his/her responsibility shall receive specific written instructions regarding future expectations and suggestions designed to aid the employee toward the correction of any noted deficiencies.

5.F

Seniority Bid System

- 5.F1 All buildings owned, operated, or staffed by the Western Reserve Local School District shall be posted with a "Vacancy Notice", in an open area accessible to all employees in the employees' check-in-building.
- a. When a vacancy occurs due to retirement, resignation, leave of absence, death, promotion, or creation of a new position, a "Vacancy Notice" shall be posted within ten (10) working days, for ten (10) working days. The Board shall determine when there is a need to fill such a vacancy.
  - b. Employees desiring the position shall submit their bid in writing to the Superintendent, with the ten (10) work day posting period mentioned above. The vacancy notice shall contain a description of the duties, salary range, shift times, work location(s) and job qualifications(s). Qualifications for the job shall be determined by the Superintendent.
  - c. The bid shall be awarded to a qualified employee from the same classification as the vacancy with the greatest classification seniority of those employees in the same classification who submit their bid. If no employee is the same classification as the vacancy submits a bid, the vacancy will be open to all interested applicants. Current employees who submit a bid shall be granted an interview and given consideration prior to any person who is not a member of the OAPSE bargaining unit. This shall not require the Board of Education to fill the vacancy with any applicant outside of the classification. If the Board determines the need to fill a vacancy, the administration will make every effort to have a recommendation for employment by the third regular meeting following the vacancy determination.
  - d. All original and promotional appointments shall serve a probationary period of ninety (90) days for new hires or transfers to a different classification and thirty (30) days for lateral transfers and no appointment shall be final until the appointee has satisfactorily served his probationary period.
  - e. If an employee's probationary period is unsatisfactory, he/she shall be reassigned to his/her former position at the salary earned prior to the probationary period.
- 5.F2 A temporary vacancy shall be offered to a qualified employee with the most seniority from among the classification.
- a. Should all persons decline, the supervisor shall retain the right to use substitute employees to perform the work.
- 5.F3 Employees shall be notified by mail of vacancies which occur during the summer.

5.F4 Seniority shall be defined as the employee's length of continuous service with the district commencing with the employee's first day worked. In the event two (2) or more employees are hired during the same Board meeting, in the same classification.

- a. Date of Application
- b. Time of Application
- c. S.S.N. last two (2) digits (Lower number/higher seniority)
- d. Coin toss

Shall determine seniority. An employee's seniority shall include time spent on an approved Leave of Absence or any other Board approved leave. An employee's seniority shall be broken upon resignation or discharge for just cause. This shall become effective upon ratification of the 1993-1996 agreement and no present employees shall lose seniority as a result of the section.

5.F5 Each principal shall make every effort to provide a substitute employee whenever a regular employee is absent if it is deemed necessary and practical.

5.G Layoff and Recall

5.G1 In the event the Board determines to reduce the work force within a classification or to abolish a classification, the following procedures shall govern lay off and or recall.

5.G2 The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire or otherwise vacate a position.

5.G3 When the Board determines it necessary to lay off employees or abolish a classification, affected employees shall be laid off according to classification seniority with the least senior employee laid off first.  
In the event of layoff, the following classifications shall apply:

- a. Custodian
- b. Janitor
- c. Secretary
- d. Bus Driver
- e. Cook
- f. Aide

5.G4 No sooner than seven (7) days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing

the names, seniority dates and classifications and indicate which employees are to be laid off, or which classifications abolished. Each employee to be laid off shall also be given advance written notice of layoff. Each notice of layoff shall state the following:

- a. Reason(s) for the layoff or reduction
- b. Effective date of layoff
- c. A statement advising the employee of his/her rights or reinstatement from the layoff

5.G5 For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and name all employees who shall be placed on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

5.G6 Vacancies which occur in any classification in which layoffs occurred shall be offered to and accepted or declined in writing by the employees standing highest on the reinstatement list. An employee who declines reinstatement shall be removed from the reinstatement list, employees who fail to respond to a recall offer within seven (7) calendar days shall forfeit the right to recall.

5.G7 The employee's name shall remain on the reinstatement list(s) for a period of three (3) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority. Notice of reinstatement shall be made by certified mail.

5.G8 Temporary employment may occur during a classification layoff in the event of an emergency. Laid off employees will be offered such employment within their job classification. Refusal of laid off employees to accept such temporary employment shall not be cause to remove their names from the reinstatement list(s) (as in Section 5.G7 above).

5.G9 Laid off employees shall have the option to "bump" into another classification on the basis of seniority the employee previously accrued in the classification.

#### 5.H School Closing

5.H1 Employees who work on days that schools are closed due to a calamity shall be paid at two (2) times their hourly rate when student make-up days are scheduled.

5.H2 When school is closed due to inclement weather or other public calamity it shall be the responsibility of the building custodian or janitor to report to work as scheduled, if possible without endangering personal health and/or safety, and try to insure that the building is secure. When the condition causing the calamity has been corrected, those employees who have reported to work shall

5.H3 Other classified employees shall report to work if weather or related conditions permitted and if requested to by the Superintendent.

5.I Nondiscrimination

5.I1 Both the Board and the Union recognize their respective responsibilities under Federal and State Civil Rights laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or disability.

5.I2 The Board recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Board agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal of the Board against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

5.J Union Rights

5.J1 OAPSE bulletin board in each building, with doors and a lock. The building principal and the building secretary will have keys for the bulletin board. The Union will pay 50% of the cost of the bulletin board and the Board will pay 50% of the cost.

5.J2 Use of school buildings for meetings provided Building Rental Application is completed.

5.J3 Use of school phones for OAPSE business.

5.J4 Use of school equipment, such as typewriters, copying machines, etc. for OAPSE.

5.J5 OAPSE President to be provided with a copy of School Board agenda and minutes of meetings.

5.K Administration of Medication and First Aid

5.K1 Under normal circumstances, the administration of medication and first aid to students will be accomplished by a school nurse, and if he/she is not available by the building administrator, and if he/she is not available by a designated member of the support or certificated staff.

5.K2 Under all circumstances, all medications will require a properly executed document requesting the administration of medication and made available to the person administering the medicine.

5.K3 Any employee who administers medication and/or first aid and follows the directions provided in the medication instructions shall be indemnified, defended, and held harmless by the Board for any actions or claims that may arise as a result of the administration of medicine in accordance with the medication instructions.

5.L Employee Sign Out

5.L1 All employees who may be required to leave the work premises as part of their job during their normal assigned work hours, shall inform their supervisor/building principal of the reason for trip, the destination and expected time of return.

ARTICLE VI                    SALARY AND FRINGE BENEFITS

6.A Work Week and Overtime Pay

6.A1 Employees will be compensated on the basis of hours worked during any twenty-four (24) hour period beginning with the starting time of the employee's shift.

6.A2 The Superintendent shall be the sole judge of the necessity for overtime. Overtime shall be defined as extra work in the respective classifications over and above forty (40) hours per week. Employee shifts shall not be adjusted to avoid overtime. Overtime will be offered to employees in the classifications that are involved in the overtime work in order of district-wide rotating seniority in the classification. Overtime may be initially refused, but if sufficient employees do not accept, the Board shall then assign the overtime work to substitutes. If unable to secure the substitutes, the Board may then assign the overtime work to employees within the classification in reverse order of classification seniority. The employee must work such overtime when assigned. When cafeteria workers are used for extra activities, assignment shall be made on a district-wide rotating seniority basis.

6.A3 All employees in the job classifications covered by this contract shall receive time and one half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in the one (1) week during the established work week. The employee may request compensatory time off in lieu of overtime. If granted, the time will be at the rate of time and one half (1-1/2) for overtime worked. The use of compensatory time will be subject to the approval of the Superintendent and must be requested three (3) days in advance if possible. Compensatory time must be taken within thirty (30) calendar days. If the time is not used, the Board will pay overtime.

6.A4 All employees who work on a recognized holiday shall receive time and one half (1-1/2) their regular rate of pay for all hours worked on the holiday in

- 6.A5 For the purpose of computing overtime pay, holidays, vacations, paid sick leave and any other time in active pay status shall be counted as hours and days worked.
- 6.A6 The Board shall endeavor to make an equitable distribution of overtime over a period of three (3) months among employees within a classification, within the department, within the same shift. Employees who are offered overtime and for any reasons refuse or fail to work the overtime shall be credited as if they worked the overtime for the purpose of overtime distribution.
- 6.A7 Employees required to work overtime for non-school related groups shall be paid at the rate of time and one half (1-1/2) their regular wage whether they exceed forty (40) hours or not. This regulation does not apply to school related groups such as organizations, P.T.O., Booster clubs, etc.
- 6.A8 All classified employees shall complete their contractual obligations within their own job classification before substituting for another classified employee outside of their own job classification. All employees shall be given first opportunity to work as substitute employees, provided they are approved and meet the following criteria:
- a. Substitute work will be based on District seniority.
  - b. Substitute work shall not interfere with regular contract obligations or increase an employee's regular workweek past 40 hours.
  - c. Substitute work will not exceed 40 hours per week nor will hours worked count toward health insurance benefit eligibility.
  - d. All substitute work will be paid at substitute rate.
- 6.A9 Employees working in a higher paying salary classification shall be paid their appropriate rate of pay in the higher paying salary classification, for all hours worked.

6.B Paid Holidays

- 6.B1 All employees will receive the following paid recognized holidays: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas.
- 6.B2 In addition to the recognized holidays listed in 6.B1 above, the twelve month employees will also receive the day after Thanksgiving, Fourth of July,

- 6.B3 Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If this occurs during the Christmas Eve and Christmas Day holidays and school is in session on the preceding Friday, then the following Monday and Tuesday will be paid holidays.
- 6.B4 To be entitled to holiday pay, an employee must be on the active payroll (i.e. - actually receives pay) during the week in which the holiday falls.
- 6.B5 All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to the time and one half (1-1/2) their regular rate of pay for all the hours worked on the holiday.

6.C Vacation

- 6.C1 All full time employees who work for eleven months or more during the calendar year shall be granted paid vacations, excluding legal holidays. The length of the paid vacation shall be determined based upon length of service as follows:
- a. Upon completion of one (1) but less than nine (9) years - 2 weeks
  - b. Upon completion of nine (9) but less than nineteen (19) years - 3 weeks
  - c. Upon completion of nineteen (19) but less than twenty-four (24) years - 4 weeks
  - d. Twenty-four (24) or more years - 5 weeks
- 6.C2 All vacation periods are subject to the approval of the Superintendent in accordance with the best interest of the school system.
- 6.C3 Paid vacation days must be used in the year in which they accrue and cannot be carried over into subsequent years.
- 6.C4 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in-lieu-of the holiday.
- 6.C5 When an employee has earned three (3) weeks or more vacation time in any one calendar year in accordance with subsection 6.C1, above, one half of the vacation time may be taken during time when school is in session with the approval of the Superintendent. All other vacations must be taken during the summer.
- 6.C6 The Board agrees to buy back up to five (5) vacation days per contract year at the employee's per diem rate. The Superintendent will evaluate the need for such action upon request of the employee.

6.D Severance - Retirement Pay

6.D1 Any classified employee retiring from the Western Reserve School District who has ten (10) or more years of active service with the Western Reserve Local Schools (Effective July 1, 1999) shall be entitled to receive severance pay based on the employee's per diem rate at the time of the employee's retirement.

6.D2 Severance pay shall be granted, at the per diem salary rate of said bargaining unit member for active service, according to the following:

a.	10 to 14 years service	10 days
b.	15 to 19 years service	15 days
c.	20 to 24 years service	20 days
d.	25 to 29 years service	25 days
e.	30 above	30 days

In addition to the above each bargaining unit member shall receive (15%) of their total accumulated and unused sick leave at the bargaining unit member's per diem rate at the time of the employee's retirement.

- a. Either service or disability retirement qualifies the employee for the one time benefit.
- b. Such payment shall be made only once to each eligible retiring employee.
- c. Once severance-retirement pay has been made, all sick leave credit accumulated by an employee shall be eliminated.
- d. The retiring employee is responsible for making a written request to the Board's Treasurer for the payment.
- e. Payment shall be made to the employee within sixty (60) days of the date of retirement or during the next tax year at the option of the employee, providing said employee meets all the other requirements of the state law.
- f. Should the employee's death occur following the date of the employee's retirement and prior to the requested severance payment, the amount due shall be paid to the employee's estate.
- g. If a Berlin Center Western Reserve bargaining unit employee dies while actively employed by the Board of Education, and the employee has had ten (10) years of service with the Berlin Center Western Reserve Board of Education, in accordance with the rules of SERS, then the Berlin Center Western Reserve Board of Education agrees to pay to the employee's designated beneficiary the employee's accumulated

6.E Bus Drivers

6.E1 All extra trips will be reimbursed at the rate of:

\$53.17

Exception: for any trip lasting longer than five (5) hours, the driver will receive his/her regular hourly rate for all remaining hours of the trip.

6.E2 Overnight trips will be paid at the driver's regular rate of pay, in addition to his/her room and \$24 per day allotted for meals, with a minimum of eight (8) hours and a maximum not to exceed sixteen (16) hours in a two-day period.

6.E3 Kindergarten, extra JVS runs and extra runs outside the school system will be paid at the driver's regular hourly rate of pay at a minimum of one (1) hour if the required route is extended.

6.E4 Extra trips will be assigned on a rotating basis. Extra trips will be posted by Wednesday noon for the following week. Drivers unable to take a trip for any reason shall be charged for the trip as if he/she had taken the trip. Exceptions may occur and if so, a committee will be formed to determine if an exception exists and emergency trip procedures will be followed. The committee will consist of the person requesting an exception, the Superintendent, and the President of Local 438. If an exception is agreed to by the committee, the bus supervisor and union membership must be informed within one working day. The trip must then be assigned no later than the next working day.

6.E5 For emergency use, a member of O.A.P.S.E. #438 who gets trained and receives a bus driver license with passenger endorsement will be permitted to drive a bus when a substitute cannot be located. The employee will not be able to drive if they have student responsibilities during the time that is needed for this emergency. The employee who drives must make up the time for their regular-scheduled job within the week (seven (7) calendar days) of the trip.

6.E6 If a trip is cancelled after having been assigned to a driver, and the driver does not receive notice of the cancellation at least two hours before time of departure, the assigned driver shall be paid for two hours at the trip rate, unless the cancellation was unknown at the time of departure.

6.E7 All drivers are eligible to take extra trips. Drivers shall complete their contractual obligations before taking extra trips.

6.E8 Drivers are responsible for the cleaning of the buses at the end of the school year.

- 6.E9 All bus drivers shall be paid their regular hourly rate for all hours in attendance to any county or state in-service or safety meetings. Verification of attendance is required.
- 6.E10 Drivers selected for drug tests will be paid for all time spent at the driver's scheduled hourly pay rate, in addition to mileage at the IRS rate per mile. The cost of the driver's abstracts and the hourly rate assessed by the State for recertification will be paid by the Board.
- 6.E11 All student information needed for transportation reports will be completed by the central office except for pick-up and drop-off times, which the drivers will enter on the transportation form.
- 6.E12 When drivers are required to take training to obtain recertification and to take required physicals, they shall be paid their regular hourly rate for all hours spent, and will be reimbursed for mileage at the IRS rate per mile.
- 6.E13 Bus routes shall be bid at the beginning of each school year. Routes shall be awarded based on seniority. Buses shall remain with the route, not the driver.
- 6.E14 With the pre-approval of the Bus Supervisor, the outside of the bus will be pressure washed and the driver will be compensated one (1) hour per week during the school year.

6.F Salaries and Benefits

- 6.F1 School employees' placement on the Board of Education's adopted salary schedules shall be based upon training and experience with Western Reserve School District.
- 6.F2 Employees hired after July 1, 2005 will be placed on the "New Hire" salary schedule. After the fifth year of employment, the new hire will be placed on the original contract salary schedule in their classification at their years of experience.
- 6.F3 Employee compensation shall be uniform for like positions except for salary increments based upon length of service.
- 6.F4 Twelve-month employees shall be paid their daily rate of pay for all days worked in excess of their contractual days, to be paid the first pay in July.
- 6.F5 Partial payment of medical insurances will be available to all employees as follows:
  - a. Employees scheduled to work twenty (20) or more hours per week on a regular basis – single and family coverage – 90% Board paid/10% employee paid.

- b. Employees scheduled to work nineteen (19) or less hours per week – single and family coverage – 60% Board paid/40% employee paid.
- c. Employees hired after July 1, 2005 and are scheduled to work twenty (20) or more hours per week on a regular basis – single and family coverage – 80% Board paid/20% employee paid.
- d. Employees hired after July 1, 2005 and are scheduled to work nineteen (19) or less hours per week on a regular basis – single and family coverage – 50% Board paid/50% employee paid.

6.F6 The Board shall provide all members of the Employee Unit with the following insurance coverage: comprehensive hospitalization; surgical; major medical; outpatient surgery; diagnostic x-ray; laboratory examinations, and emergency care; dental; prescription drugs; and vision.

6.F7 The CORE Plan for medical insurance coverage including the spousal coordination of benefits language, as defined by the Mahoning County School Employee Insurance Consortium, will be implemented beginning January 1, 2008.

6.F8 Life Insurance

A thirty thousand (\$30,000) dollar paid term life insurance policy will be provided for all classified employees and ten thousand (\$10,000) dollars for their spouse.

6.G Classified Employees Salary Schedules

- 6.G1 A longevity increment program will be available for classified employees under the following conditions:
- a. Classified employees will receive a sixty cent (\$.60) an hour increase before the tenth (10<sup>th</sup>) year.
  - b. Classified employees will receive a seventy cent (\$.70) an hour increase before the thirteenth (13<sup>th</sup>) year.
  - c. Classified employees will receive an eighty cent (\$.80) an hour increase before the sixteenth (16<sup>th</sup>) year.
  - d. Classified employees will receive a ninety cent (\$.90) an hour increase before the nineteenth (19<sup>th</sup>) year.
  - e. Classified employees will receive a one dollar (\$1.00) an hour increase before the twenty-second (22<sup>nd</sup>) year.
  - f. Classified employees will receive a one dollar and ten cent (\$1.10) an hour increase before the twenty-fifth (25<sup>th</sup>) year.
  - g. Classified employees will receive a one dollar and twenty cent (\$1.20) an hour increase before the thirty-first year (31<sup>st</sup>) year.
  - h. Classified employees will receive a one dollar and forty cent (\$1.40) an hour increase before the thirty-sixth (36<sup>th</sup>) year.

- 6.G2 Any state or federal mandated wage increase shall be over and above any negotiated wage increase (provided the Government Agency establishing the wage mandate provides adequate funding to pay for the increase.)
- 6.G3 All wages, hour, terms and conditions of employment shall remain in effect for the term of this agreement.
- 6.G4 All bargaining unit employees shall receive the following wage increases:
- a. July 1, 2011 1.25%
  - b. July 1, 2012 1.5%
  - c. July 1, 2013 2%

If the certified employees receive a percentage increase based on additional state funding at the end of their contract, the classified employees will receive the same percentage at the end of their contract.

- 6.G5 Custodians shall receive and additional wage increase as follows:

July 1, 2010 \$ .30 per hour

- 6.G6 Lists of Salary Schedules (See Appendix)

- 6.G7 Outside service contracts, volunteers, or services shall not replace current jobs or job classifications or hours. This may include expansion of a current job if done on a regular basis. Any volunteer help must be coordinated with the custodian and building Principal and/or Superintendent.

6.H Retirement Incentive

The employee must actually retire with SERS within ninety (90) days of notification to the Board Treasurer.

A retiring employee shall be paid the salary difference between the retiring employee's contracted salary as of July 1 of the year that employee retires and the salary of an employee in same classification with zero years experience, to be collected within one calendar year at the discretion of the retiring employee.

6.I Trade Days

An employee and his/her supervisor may upon mutual agreement submit a request to the superintendent to modify the work calendar of an employee such that the employee will work on a day which is not a required work day of the employee's personal contract. The employee will be compensated for the day by not working on a required workday.

6.J Nonscheduled Workday

A minimum of two (2) hours shall be paid to all employees called out on a non-scheduled workday.

6.K Insurance Carriers

If at any time the Board elects to change the insurance carriers that provide any of the coverage and services specified in the collective bargaining agreement, the Association President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carrier.

ARTICLE VII      EFFECTS OF THE CONTRACT

7.A Contract Provisions

7.A1 All provisions in the previous contract shall be continued under this agreement unless changed during the negotiations process.

7.A2 Duplication and Distribution

As soon as is reasonably possible after the Parties have acted to ratify this Agreement but not later than thirty (30) days after such date, the Administration shall have printed copies of the Master Contract and shall have distributed a copy to all classified personnel in the Employee Unit. Classified personnel hired thereafter shall also be furnished with a copy. The complete Master Contract, including any revisions or amendments agreed to in subsequent negotiations, shall be printed in its entirety and distributed to all members of the Employee Unit. The expense of such printing shall be borne by the Board.

7.B Savings Clause

7.B1 It is the intent of the Board and the Union that this contract shall supersede state statutes that are in conflict with a contractual provision to the extent permitted by law.

The Board and the Union recognize that some state statutes cannot be superseded and no federal law can be superseded. In these instances, a conflicting contract provision which is declared by a court of competent jurisdiction to be

occurs, the Board and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternate provision.

7.C Duration

- 7.C1 The provisions of the agreement between the Ohio Association of Public School Employees, OAPSE Local #438 and the Western Reserve Local Board of Education shall be effective July 1, 2011 and remain in full force and effective until June 30, 2014.

ARTICLE VIII      EMPLOYEE TESTING

8.A Testing Requirements

- 8.A1 The Board and school employees shall comply with the testing requirements for alcohol and controlled substances that are contained in federal statutes and regulations. Employees shall be paid for all time spent in any aspect of the testing process. Any Employee not allowed to work while awaiting test results shall be compensated for all work time lost, provided the confirmation test yields a negative result.

ARTICLE IX      BOARD PICK UP OF EMPLOYEE CONTRIBUTIONS TO THE SCHOOL EMPLOYEES RETIREMENT SYSTEM (Salary Reduction)

- 9.A The Treasurer of the Western Reserve Local School District Board of Education shall contribute to the School Employee Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.

- A. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- B. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contract (including "pick up"

than the amounts it would have paid for those items had this provision not been in effect.

- C. The Board shall compute and remit its employer contribution to SERS based upon the total annual salary, including the "pick up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the pick up. The Board shall report for municipal income said employee's total annual salary, including the amount of pick up. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- D. The "pick up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustment to be made due to absence, or for any other similar purpose.
- E. The "pick up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- F. This provision shall be effective and the "pick up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick up" will be deferred. If the IRS or other governmental entity declares the "pick up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

## ARTICLE X

### LABOR-MANAGEMENT COMMITTEE

10.A

The respective parties shall establish a Labor-Management Committee. This Committee shall consist of three (3) members from the Board/Administration of the Western Reserve Local School District and three (3) members of OAPSE Local 438. Neither party shall have control over the make-up of the other party.

The function of this Committee shall be to keep lines of communication open, to exchange information and to attempt to resolve problems while in their earliest stages.

The committee shall meet upon three (3) working days notice to one party by the other party that a meeting is desired. This three (3) day time period for notice may be waived by mutual agreement of the parties.

Both parties understand that each party has the authority to reach tentative agreement only. Tentative agreements must be ratified by the constituencies of the respective parties prior to any agreement going into effect.

# WESTERN RESERVE LOCAL SCHOOLS

## APPENDIX TIER I

### H.S. SECRETARY

228 DAYS / 1824 HOURS

EXPERIENCE	2011-12		2012-13		2013-14	
0	\$ 13.44	\$ 13.61	\$ 13.81	\$ 14.09		
1	\$ 13.54	\$ 13.71	\$ 13.91	\$ 14.19		
2	\$ 13.64	\$ 13.81	\$ 14.02	\$ 14.30		
3	\$ 13.75	\$ 13.92	\$ 14.13	\$ 14.41		
4	\$ 13.85	\$ 14.02	\$ 14.23	\$ 14.52		
5	\$ 13.96	\$ 14.13	\$ 14.35	\$ 14.63		
6	\$ 14.05	\$ 14.23	\$ 14.44	\$ 14.73		

LONGEVITY	2011-12		2012-13		2013-14	
10	\$ 14.83	\$ 15.04	\$ 15.33			
13	\$ 15.53	\$ 15.74	\$ 16.03			
16	\$ 16.33	\$ 16.54	\$ 16.83			
19	\$ 17.23	\$ 17.44	\$ 17.73			
22	\$ 18.23	\$ 18.44	\$ 18.73			
25	\$ 19.33	\$ 19.54	\$ 19.83			
31	\$ 20.53	\$ 20.74	\$ 21.03			
36	\$ 21.93	\$ 22.14	\$ 22.43			

### E.S., M.S., AND TREASURER'S/EMIS SECRETARY

218 DAYS / 1744 HOURS

EXPERIENCE	2011-12		2012-13		2013-14	
0	\$ 13.44	\$ 13.61	\$ 13.81	\$ 14.09		
1	\$ 13.54	\$ 13.71	\$ 13.91	\$ 14.19		
2	\$ 13.64	\$ 13.81	\$ 14.02	\$ 14.30		
3	\$ 13.75	\$ 13.92	\$ 14.13	\$ 14.41		
4	\$ 13.85	\$ 14.02	\$ 14.23	\$ 14.52		
5	\$ 13.96	\$ 14.13	\$ 14.35	\$ 14.63		
6	\$ 14.05	\$ 14.23	\$ 14.44	\$ 14.73		

LONGEVITY	2011-12		2012-13		2013-14	
10	\$ 14.83	\$ 15.04	\$ 15.33			
13	\$ 15.53	\$ 15.74	\$ 16.03			
16	\$ 16.33	\$ 16.54	\$ 16.83			
19	\$ 17.23	\$ 17.44	\$ 17.73			
22	\$ 18.23	\$ 18.44	\$ 18.73			
25	\$ 19.33	\$ 19.54	\$ 19.83			
31	\$ 20.53	\$ 20.74	\$ 21.03			
36	\$ 21.93	\$ 22.14	\$ 22.43			

# APPENDIX TIER I

## HEAD COOK

186 DAYS / 1116 HRS

EXPERIENCE	2011-12		2012-13		2013-14	
0	\$ 12.89	\$ 13.05	\$ 13.25	\$ 13.51		
1	\$ 12.99	\$ 13.15	\$ 13.35	\$ 13.62		
2	\$ 13.09	\$ 13.25	\$ 13.45	\$ 13.72		
3	\$ 13.20	\$ 13.37	\$ 13.57	\$ 13.84		
4	\$ 13.30	\$ 13.47	\$ 13.67	\$ 13.94		
5	\$ 13.40	\$ 13.57	\$ 13.77	\$ 14.05		
6	\$ 13.49	\$ 13.66	\$ 13.86	\$ 14.14		

LONGEVITY	2011-12		2012-13		2013-14	
10	\$ 14.26	\$ 14.46	\$ 14.74	\$ 14.94		
13	\$ 14.96	\$ 15.16	\$ 15.44	\$ 15.64		
16	\$ 15.76	\$ 15.96	\$ 16.24	\$ 16.44		
19	\$ 16.66	\$ 16.86	\$ 17.14	\$ 17.34		
22	\$ 17.66	\$ 17.86	\$ 18.14	\$ 18.34		
25	\$ 18.76	\$ 18.96	\$ 19.24	\$ 19.44		
31	\$ 19.96	\$ 20.16	\$ 20.44	\$ 20.64		
36	\$ 21.36	\$ 21.56	\$ 21.84	\$ 22.04		

## ASSISTANT COOK

186 DAYS / 1116 HOURS

186 DAYS / 558 HOURS

EXPERIENCE	2011-2012		2012-13		2013-14	
0	\$ 12.60	\$ 12.76	\$ 12.95	\$ 13.21		
1	\$ 12.70	\$ 12.86	\$ 13.05	\$ 13.31		
2	\$ 12.80	\$ 12.96	\$ 13.15	\$ 13.42		
3	\$ 12.90	\$ 13.06	\$ 13.26	\$ 13.52		
4	\$ 13.00	\$ 13.16	\$ 13.36	\$ 13.63		
5	\$ 13.10	\$ 13.26	\$ 13.46	\$ 13.73		
6	\$ 13.21	\$ 13.38	\$ 13.58	\$ 13.85		

LONGEVITY	2011-2012		2012-13		2013-14	
10	\$ 13.98	\$ 14.18	\$ 14.45	\$ 14.65		
13	\$ 14.68	\$ 14.88	\$ 15.15	\$ 15.35		
16	\$ 15.48	\$ 15.68	\$ 15.95	\$ 16.15		
19	\$ 16.38	\$ 16.58	\$ 16.85	\$ 17.05		
22	\$ 17.38	\$ 17.58	\$ 17.85	\$ 18.05		
25	\$ 18.48	\$ 18.68	\$ 18.95	\$ 19.15		

# APPENDIX TIER I

## CUSTODIAN

260 DAYS / 2080 HOURS

EXPERIENCE	2011-12		2012-13		2013-14	
0	\$ 14.61	\$ 14.79	\$ 15.01	\$ 15.31		
1	\$ 14.71	\$ 14.89	\$ 15.12	\$ 15.42		
2	\$ 14.82	\$ 15.01	\$ 15.23	\$ 15.53		
3	\$ 14.92	\$ 15.11	\$ 15.33	\$ 15.64		
4	\$ 15.02	\$ 15.21	\$ 15.44	\$ 15.74		
5	\$ 15.12	\$ 15.31	\$ 15.54	\$ 15.85		
6	\$ 15.22	\$ 15.41	\$ 15.64	\$ 15.95		

  

LONGEVITY	2011-12		2012-13		2013-14	
10	\$ 16.01	\$ 16.24	\$ 16.55	\$ 17.25		
13	\$ 16.71	\$ 16.94	\$ 17.25	\$ 18.05		
16	\$ 17.51	\$ 17.74	\$ 18.05	\$ 18.95		
19	\$ 18.41	\$ 18.64	\$ 18.95	\$ 19.95		
22	\$ 19.41	\$ 19.64	\$ 19.95	\$ 21.05		
25	\$ 20.51	\$ 20.74	\$ 21.05	\$ 22.25		
31	\$ 21.71	\$ 21.94	\$ 22.25	\$ 23.65		
36	\$ 23.11	\$ 23.34	\$ 23.65			

## JANITOR

186 DAYS / 1488 HOURS

186 DAYS / 1302 HRS

EXPERIENCE	2011-12		2012-13		2013-14	
0	\$ 12.78	\$ 12.92	\$ 13.11	\$ 13.38		
1	\$ 12.88	\$ 13.02	\$ 13.22	\$ 13.48		
2	\$ 12.96	\$ 13.12	\$ 13.32	\$ 13.59		
3	\$ 13.05	\$ 13.21	\$ 13.41	\$ 13.68		
4	\$ 13.16	\$ 13.32	\$ 13.52	\$ 13.79		
5	\$ 13.26	\$ 13.43	\$ 13.63	\$ 13.90		
6	\$ 13.37	\$ 13.54	\$ 13.74	\$ 14.01		

  

LONGEVITY	2011-12		2012-13		2013-14	
10	\$ 14.14	\$ 14.34	\$ 14.61	\$ 15.31		
13	\$ 14.84	\$ 15.04	\$ 15.31	\$ 16.11		
16	\$ 15.64	\$ 15.84	\$ 16.11	\$ 17.01		
19	\$ 16.54	\$ 16.74	\$ 17.01	\$ 18.01		
22	\$ 17.54	\$ 17.74	\$ 18.01	\$ 19.11		
25	\$ 18.64	\$ 18.84	\$ 19.11	\$ 20.31		

# APPENDIX TIER I

## BUS DRIVER

186 DAYS / 930 HOURS

<u>EXPERIENCE</u>	<u>2011-12</u>		<u>2012-13</u>		<u>2013-14</u>	
0	\$ 14.28	\$ 14.46	\$ 14.68	\$ 14.97		
1	\$ 14.38	\$ 14.56	\$ 14.78	\$ 15.07		
2	\$ 14.48	\$ 14.68	\$ 14.88	\$ 15.18		
3	\$ 14.58	\$ 14.78	\$ 14.98	\$ 15.28		
4	\$ 14.68	\$ 14.88	\$ 15.09	\$ 15.39		
5	\$ 14.78	\$ 14.96	\$ 15.19	\$ 15.49		
6	\$ 14.89	\$ 15.08	\$ 15.30	\$ 15.61		

  

<u>LONGEVITY</u>						
10	\$	15.68	\$	15.90	\$	16.21
13	\$	16.38	\$	16.60	\$	16.91
16	\$	17.18	\$	17.40	\$	17.71
19	\$	18.08	\$	18.30	\$	18.61
22	\$	19.08	\$	19.30	\$	19.61
25	\$	20.18	\$	20.40	\$	20.71
31	\$	21.38	\$	21.60	\$	21.91
36	\$	22.78	\$	23.00	\$	23.31

## AIDES

186 DAYS / 651 HOURS

186 DAYS / 1023 HOURS

<u>EXPERIENCE</u>	<u>2011-2012</u>		<u>2012-13</u>		<u>2013-14</u>	
0	\$ 12.60	\$ 12.76	\$ 12.95	\$ 13.21		
1	\$ 12.70	\$ 12.86	\$ 13.05	\$ 13.31		
2	\$ 12.80	\$ 12.96	\$ 13.15	\$ 13.42		
3	\$ 12.90	\$ 13.06	\$ 13.26	\$ 13.52		
4	\$ 13.00	\$ 13.16	\$ 13.36	\$ 13.63		
5	\$ 13.10	\$ 13.26	\$ 13.46	\$ 13.73		
6	\$ 13.21	\$ 13.38	\$ 13.58	\$ 13.85		

  

<u>LONGEVITY</u>						
10	\$	13.98	\$	14.18	\$	14.45
13	\$	14.68	\$	14.88	\$	15.15
16	\$	15.48	\$	15.68	\$	15.95
19	\$	16.38	\$	16.58	\$	16.85
22	\$	17.38	\$	17.58	\$	17.85
25	\$	18.48	\$	18.68	\$	18.95
31	\$	19.68	\$	19.88	\$	20.15

# WESTERN RESERVE LOCAL SCHOOLS

## APPENDIX TIER II

### H.S. SECRETARY

228 DAYS / 1824 HOURS

<u>EXPERIENCE</u>		<u>2011-2012</u>	<u>2012-13</u>	<u>2013-14</u>
0	\$12.19	\$12.34	\$12.53	\$12.78
1	\$12.29	\$12.44	\$12.63	\$12.88
2	\$12.39	\$12.54	\$12.73	\$12.99
3	\$12.48	\$12.64	\$12.83	\$13.08
4	\$12.58	\$12.74	\$12.93	\$13.19

### E.S., M.S., AND TREASURER/EMIS SECRETARY

218 days / 1744 HOURS

<u>EXPERIENCE</u>		<u>2011-2012</u>	<u>2012-13</u>	<u>2013-14</u>
0	\$12.19	\$12.34	\$12.53	\$12.78
1	\$12.29	\$12.44	\$12.63	\$12.88
2	\$12.39	\$12.54	\$12.73	\$12.99
3	\$12.48	\$12.64	\$12.83	\$13.08
4	\$12.58	\$12.74	\$12.93	\$13.19

### HEAD COOK

186 DAYS / 1116 HRS

<u>EXPERIENCE</u>		<u>2011-2012</u>	<u>2012-13</u>	<u>2013-14</u>
0	\$11.98	\$12.13	\$12.31	\$12.56
1	\$12.09	\$12.24	\$12.42	\$12.67
2	\$12.19	\$12.34	\$12.53	\$12.78
3	\$12.29	\$12.44	\$12.63	\$12.88

## APPENDIX TIER II

### ASSISTANT COOK

186 DAYS / 1116 HOURS

186 DAYS / 558 HOURS

<u>EXPERIENCE</u>		<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
0	\$10.43	\$10.56	\$10.72	\$10.93
1	\$10.53	\$10.66	\$10.82	\$11.04
2	\$10.63	\$10.76	\$10.92	\$11.14
3	\$10.73	\$10.86	\$11.03	\$11.25
4	\$10.83	\$10.97	\$11.13	\$11.35

### CUSTODIAN

260 DAYS / 2080 HOURS

<u>EXPERIENCE</u>		<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
0	\$14.43	\$14.61	\$14.83	\$15.13
1	\$14.52	\$14.70	\$14.92	\$15.22
2	\$14.62	\$14.80	\$15.02	\$15.33
3	\$14.72	\$14.90	\$15.13	\$15.43
4	\$14.83	\$15.02	\$15.24	\$15.55

### JANITOR

186 DAYS / 1488 HOURS

186 DAYS / 1302 HRS

<u>EXPERIENCE</u>		<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
0	\$10.61	\$10.74	\$10.90	\$11.12
1	\$10.71	\$10.84	\$11.01	\$11.23

## APPENDIX TIER II

### BUS DRIVER

186 DAYS / 930 HOURS

<u>EXPERIENCE</u>		<u>2011-12</u>	<u>2012-13</u>	<u>2013-11</u>
0	\$14.28	\$14.46	\$14.68	\$14.97
1	\$14.38	\$14.56	\$14.78	\$15.07
2	\$14.48	\$14.66	\$14.88	\$15.18
3	\$14.58	\$14.76	\$14.98	\$15.28
4	\$14.68	\$14.86	\$15.09	\$15.39

### AIDES

186 DAYS / 661 HOURS

186 DAYS / 1023 HOURS

<u>EXPERIENCE</u>		<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
0	\$9.84	\$9.96	\$10.11	\$10.31
1	\$9.94	\$10.06	\$10.22	\$10.42
2	\$10.04	\$10.17	\$10.32	\$10.52
3	\$10.13	\$10.26	\$10.41	\$10.62
4	\$10.23	\$10.36	\$10.51	\$10.72

The Parties of this Agreement signed this date, July 1, 2011 as witnessed below.

FOR OAPSE CHAPTER 438

William Padiak  
William Padiak, Field Representative  
Chief Negotiator

Ed McCoy  
Ed McCoy, President

Pam Hoyle  
Pam Hoyle Team Member

Launa Martin  
Launa Martin Team Member

Dave Terry  
Dave Terry Team Member

FOR THE BOARD

Charles Swindler  
Charles Swindler, Superintendent  
Chief Negotiator

Carol Brobst  
Carol Brobst, Team Member

Jeffery Zatchok  
Jeffery Zatchok, Team Member