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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

between

**THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES/AFSCME-AFL-CIO
OAPSE LOCAL #575**

and

**THE WATERLOO LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2012 through June 30, 2013

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This agreement made and entered into this __12__day of__ April___2012, by and between the Board of Education of the Waterloo Local School District, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees, OAPSE/AFSCME AFL-CIO and the Ohio Association of Public School Employees Local #575, which is hereinafter referred to as the "Union."

ARTICLE 1 -- TERMS

The terms and conditions of this agreement shall remain effective for the period commencing July 1, 2012, and ending June 30, 2013.

ARTICLE 2 -- RECOGNITION

A. The Board of Education of the Waterloo Schools hereby recognizes during the length of this agreement the Union as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit. Any change in recognition shall be according to all appropriate laws.

B. The bargaining unit includes all full time and regular short hour employees in the following departments which are regularly assigned to a work schedule.

1. Cafeteria Department
2. Custodial Department
3. Maintenance Department
4. Mechanic Department
5. Para-Professional Department
6. Transportation Department

An employee may not hold more than one (1) bargaining unit position if it will cause the employee to regularly work in excess of eight (8) hours per day.

C. For the purpose of this agreement, the following are excluded from the bargaining unit:

1. Treasurer
2. Assistant(s) to Treasurer (2)
3. Supervisor of Transportation, Building and Grounds
4. Substitute Employees
5. Secretary to the Superintendent
6. Secretaries
7. Cafeteria Manager

D. If the Board creates a new position/title, the position shall be included in the Union's bargaining unit, and appropriate wages and hours shall be negotiated. The employee shall also have all contractual rights. If there is a question concerning the appropriateness

of including said new position/classification in the bargaining unit, the Board and the Union shall meet to discuss the inclusion of said position/classification. Should the parties reach an impasse on the position, the matter shall be submitted to the State Employment Relations Board (SERB).

ARTICLE 3 -- NEGOTIATIONS

A. Scope

The Union shall have bargaining rights for all employees in the bargaining unit on the following subjects:

1. Wages, hours, fringe benefits, and other matters of economic welfare.

2. Dues Deductions.

3. Terms and conditions of employment.

B. Teams

The Board representatives will meet with the representatives of the Union for the purpose of negotiations. The Board's negotiating team and the Union's negotiating team will be limited to not more than six (6) members each. Negotiating meetings shall be scheduled at times that do not interfere with negotiating team members' work shift unless otherwise mutually agreed by the parties. Neither party shall have control over the selection of the other party's team members.

C. Request for Meeting

Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. All days referred to in this section shall be work days.

D. Submission of Issues

All issues for negotiations by the parties shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting unless by mutual consent of the parties.

E. Negotiations Procedures

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meeting shall not exceed two (2) hours except by mutual consent. Times and places of the following meeting shall be agreed upon at the onset of each session. All meetings shall be held in executive session.

F. Caucus

Upon request by either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

G. Releases

Releases of information to outside parties regarding negotiations, or at the conclusion of negotiations, shall be made only by mutual agreement of the parties as to content.

H. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed and dated by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

I. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form it shall be submitted to the Union and the Board for ratification and adoption. Upon ratification by the Union followed by adoption by the Board the agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board President, Treasurer, Superintendent, Local Union President and other negotiators.

J. Intent to Recommend

Prior to the negotiated agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

K. Impasse

SECTION 1

In the event an agreement is not reached by negotiations for a minimum of sixty (60) days after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

SECTION 2

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

SECTION 3

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.

SECTION 4

The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

SECTION 5

The Mediator has no authority to recommend or to bind either party to any agreement.

SECTION 6

The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Ohio Revised Code Chapter 4117.

ARTICLE 4 -- UNION RIGHTS

SECTION 1 - Union Security

A. Employees covered by this Agreement shall be required to either become or remain a member of the Union, or pay a fair share fee as a condition for retaining employment with the Waterloo Local School District.

B. As of the effective date of this provision, or sixty (60) days after being hired, whichever occurs first, any employee covered by this Agreement who chooses not to become a member of OAPSE shall be obligated to pay to the Union a monthly fair share fee to reimburse OAPSE for expenses related to collective bargaining, contract administration, or grievance adjustment. Monthly fair share fee payments shall be made by any employee who is currently a member of OAPSE but who discontinues membership in OAPSE during this agreement.

C. The monthly fair share fee referred to above shall not exceed the amount of regular monthly dues charged to Union members.

D. In accordance with Ohio Revised Code Section 4117.09(C) the Union shall determine upon request by a member, the amount of rebate to which non-members will be entitled, said rebate representing that portion of regular membership dues which is spent for support of partisan politics or ideological causes not germane to collective bargaining, contract administration or grievance adjustment.

E. Fair share fees under this provision shall be deducted by the Board from the payroll checks for non-member employees and forwarded to the Union on a basis in the same manner as regular membership dues are deducted and forwarded by the Board for Union members to the Union Treasurer, upon written authorization for such deduction from each non-member employee.

F. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code Section 4117.09(C) shall not be required to join or financially support the Union as a condition of employment. Any such employee shall be required to pay in lieu of the fair share fee described above, an amount of money equal to the fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and OAPSE. In addition, any such employee shall furnish to the Union written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payment or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who fails to pay membership dues or fair share fee hereunder.

G. Employees may request deductions at any time during the dues deduction period. Any deductions missed shall be the obligation of the individual employee.

1. Payroll deduction authorization for periodic dues, initiation fees, and assessments shall be continuous except that authorization may be withdrawn if submitted during the period of 15 days from August 16 - August 31 of any year. If dues deduction is not revoked during such period, it shall continue for a successive year. Copies of all revocations shall be made available to the Local Union President and/or Treasurer upon his/her request.

   The Union shall provide authorization forms to the newly hired employees as supplied by the Union.

   If a valid authorization form is not on file with the Board, no deductions will be made from the paychecks of the employees in question.

2. All dues shall be deducted from the employees' wages no later than the first pay 30 days after the School Treasurer's Office receives written notification of the

deductions from the bargaining unit for 19 consecutive pays. A copy of the reports shall be sent to the State Union Treasurer and to the local Union Treasurer.

3. The Union shall forward to the Treasurer by September 15 the amount to be deducted for that year if changed from the previous year.

4. The Board shall no later than October 15 of each year, mail to the State Union Treasurer, a payroll report including names and hours on the salary schedule. A copy of the report shall be sent to the local Union Treasurer.

H. The Union hereby indemnifies the Board against any and all claims, demands, and any and all other forms of liability which may arise by reason of the Board's actions in deducting and forwarding union dues, initiation fees, assessments and/or fees pursuant to this provision.

I. The Board agrees not to honor any check off authorization or dues deductions authorization executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.

J. OAPSE/PEOPLE (Ohio Association of Public School Employees/Public Employees Organized to Promote Legislative Equality)

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Once a year, during the month of September, employees will have the option to sign up for this deduction which will start the last pay period of October. New employees will be eligible to begin their deduction at the time of Union Application. Such authorization must be executed by the employee and is continuous until revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount during the period covered by the remittance.

SECTION 2 - Facilities

The Union shall have the right to use institutional equipment, facilities, and buildings without cost, when not being used for school purposes when a custodian is on duty. The Union shall reimburse the Board for damage to equipment and facilities.

SECTION 3 - Bulletin Boards

The Union shall have reasonable use of bulletin boards within each building.

SECTION 4 - School Mail

The Union shall have use of the Board's inter-school mail service.

ARTICLE 5 -- GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation (misapplication or misinterpretation) of a specific article or section of this agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. A copy of the grievance form will be included in the contract. Representation of unit members shall be limited to designated Union officials. Unit members may represent themselves at the grievance hearing and, if so, the Union shall have the opportunity to be present at such hearings and any settlement of a grievance must be consistent with the terms of this Agreement.

STEP ONE

Within ten (10) working days of the time a grievance arises or the employee knows or should have known of the grievance, the employee will present the grievance verbally, to his/her supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall informally respond.

STEP TWO

Within five (5) working days of receipt of the supervisor's oral response, if the grievance is not resolved, the employee shall present a written grievance to his/her supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall give his/her answer in writing to the employee.

STEP THREE

If the grievance is not resolved in Step Two, the employee or the Union Representative may, within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent or his/her designated representative, the answer at Step Two with the original grievance statement. The Superintendent or his/her designated representative shall meet with the grievant and his/her Union Representative(s) within five (5) working days of receipt of the grievance. The Superintendent or his/her designated representative shall respond, in writing, to the employee and the Union Representative within five (5) working days after the meeting.

STEP FOUR

If the grievance is not resolved in Step Three, the employee or the Union Representative may, within five (5) working days of receipt of the Superintendent's response, submit the

grievance to the Board of Education. At its next regular scheduled meeting, the Board shall conduct a hearing on the grievance. The Board shall respond, in writing, to the grievant and the Union Representative within ten (10) working days of the hearing.

STEP FIVE

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Four, within fifteen (15) working days after receipt of the decision, the designated Union Representative shall submit notice of the desire to arbitrate to the Board. The parties shall immediately and jointly request the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators, at least five (5) of whom shall be from Ohio, which the Board first and the Union shall alternately strike names until one remains and this person shall be the arbitrator. Each party may request a second list. Upon receipt of the list of arbitrators, the parties shall select an arbitrator within a reasonable length of time.

B. Power of the Arbitrator

1. It shall be the function of the Arbitrator and he/she shall be empowered except as his/her powers are limited below after due investigation to make a decision in case of alleged violations outlined in Article 5, Section A. of this Agreement.

2. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this contract. The Arbitrator shall not substitute his/her judgment for that of the Administration, unless such judgment is clearly restricted by this contract.

3. He/she shall have no power to establish salary schedules or change salary schedules.

4. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this agreement.

5. If either party feels the arbitrator has exceeded his/her authority according to the contract and Ohio Statutory and Case Law, that party may appeal the decision to the appropriate court.

6. In the event that a case is appealed to an Arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union with a notification to the Administration without decision or recommendation on its merits.

7. The Arbitrator's decision shall be final and binding on the employee or employees involved in the grievance, the Administration, and the Board.

8. The fees and expenses of an arbitration shall be shared equally. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them except where it is agreed to that such hearing is during a witness's regular hours of employment.

C. Grievance Forms

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to the agreement, and shall include:

   a. Specific provisions of the agreement allegedly violated;

   b. The contention of the grievant or Union; and

   c. The relief requested.

2. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administration's last answer.

3. Time limits may be extended by the Administration and the Union by agreement in writing, then the new date shall prevail.

4. The agreed to grievance form shall be made available to any employee requesting such, either through his Supervisor or Union Representative.

5. The grievance form is attached as Exhibit A.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

A. The Board or its designated representative and the Union or its representative agrees to meet and discuss items of mutual concern.

B. Such meetings shall be held at the request of either party. Advance request shall be made at least ten (10) working days before a proposed meeting date, along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at agreed times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.

ARTICLE 7 -- EMPLOYEE RIGHTS

A. DISCIPLINE PROCEDURE

1. An employee shall only be subject to discipline for violation of written rules and regulations of the Board or for the other reasons set forth in Ohio Revised Code, Section 3319.081(C). No disciplinary action shall be taken except for just cause.

2. Principles of progressive corrective action shall be followed. Corrective action shall consist of a course designed to improve the quality of the employee.

3. Prior to any oral and/or written warnings, the appropriate supervisors shall hold a meeting with the employee to discuss the issue involved. The employee may have union representation, if he/she so requests.

4. Prior to any action more severe than an oral or written warning, a personal conference between the employee and the Superintendent will be held. The employee shall be given a written statement containing the charges, the time and place of the conference, and notice of the right of representation. The employee shall be entitled to representation by the Union at said conference.

5. No employee will be suspended or removed without the previous steps being followed except where the employee's presence on the job represents a clear and present danger to the work force or student body.

6. The employee may appeal any corrective action through the Grievance Procedure. Corrective action may be appealed directly to Step Three of the Grievance Procedure.

7. If the matter is not satisfactorily resolved at Step Three, the Union may proceed to arbitration in accordance with Step Five of the Grievance Procedure and this shall be the exclusive remedy.

8. The employee's personnel file shall not include any record of corrective action taken longer than twelve (12) months from the date of the written corrective action by the supervisor. Corrective actions will be removed at the employee's request.

B. EMPLOYEE EVALUATION

1. An annual evaluation form completed by the Principal or Supervisor prior to May 1 regarding an employee's performance shall be examined by the employee and initialed by him/her prior to being placed in his/her file. Initialing does not mean that the employee agrees with the evaluation, only that it has been examined by him/her. The written evaluation shall be discussed with the employee and a copy shall be given to the employee at no cost to the employee.

2. Any employee may write his/her comments in the appropriate section of the appraisal of the Classified Employee Form or in a written response to be attached to the Evaluation Form.

3. Any employee can request to see and will be permitted to examine his/her personnel file, so long as the employee does not remove any article from the file. Copies of any material in the personnel file shall be given to the employee, upon request, at his/her cost.

4. Upon the timely request of an employee, that employee must be given the opportunity to initial any written record of a disciplinary nature held in the employee's file. The employee shall be given a copy of any material of a disciplinary nature that will be included in his/her file prior to the placement in the file at no cost to the employee.

5. The evaluation form shall have only that information that pertains to the employee's job description.

6. Individuals regularly acting in a non-unit member capacity shall be responsible for the formal evaluation and conference of unit members.

7. When specific criteria are used in the evaluation of employees, such criteria will be uniform for all employees.

8. The total days of absence and days scheduled for work shall be recorded on the evaluation.

C. NON-DISCRIMINATION

The parties have agreed that they will work together to prevent any discrimination as to race, creed, color and national origin or ancestry, age, handicap, or sex.

ARTICLE 8 -- JOB DESCRIPTION

A. The Union shall be furnished with a copy of the job description of each position covered under the terms of this agreement.

B. Prior to any change in any job description covered under this agreement, the Board shall notify the Union and establish a meeting date to discuss the change. The Union shall have input into any proposed change, but the Board shall have the right to make the final decision regarding the content of any job description.

C. All employees shall be given a copy of their job description no later than January 1 of the contract year, unless there are no changes in the current job description from the previous year.

D. All new employees shall be given a copy of their job description upon employment.

ARTICLE 9 -- BID PROCEDURE

When a vacancy exists due to a resignation, nonrenewal, transfer, promotion or termination in a department or a location assignment, it shall be posted in each building in a conspicuous place for a period of five (5) working days, unless the Board determines not to fill the position in accordance with Article 16 of this Agreement. Any qualified employee may request the vacant position in writing. A vacancy shall be posted within five (5) working days of the date on which the vacancy exists. To be eligible to bid on a vacancy, an employee must have been in his/her current position for at least thirty (30) days.

Vacancies occurring during the summer shall be distributed to employees with paychecks. Postings shall be included with the paychecks immediately following the vacancy unless the vacancy occurs within five (5) working days of the distribution of the paychecks. In such cases, the posting will be distributed with the next payroll.

Vacancies shall be awarded in the following sequence:

1. Employees within the same department of the vacancy based on department seniority and prior satisfactory evaluations within the past three (3) years.

2. Employees from other departments based on qualifications, seniority, and prior satisfactory evaluations within the past three (3) years.

3. If no present employee bids the vacant position or is qualified, the position can then be offered to other qualified applicants.

Determination of qualifications is the decision of administration based on the job description for the vacant position.

All vacancies shall be filled within thirty (30) working days of the closing of the bids, unless there are no qualified candidates or the Board determines not to fill the position in accordance with Article 16 of this Agreement.

If a temporary position exists for more than ninety (90) workdays, it will then be posted and awarded in accordance with this Article for the remainder of the school year.

Job descriptions shall accompany all job postings.

ARTICLE 10 -- WORKER'S COMPENSATION/SAFETY

A. All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

B. An injury incurred while performing assigned responsibilities shall be reported in writing on the proper forms, provided by the Treasurer, to the injured employee's Supervisor or other designated representative.

C. Employees injured on the job shall have the option of using Worker's Compensation or sick leave, but shall be encouraged to use Worker's Compensation.

D.. The Board of Education agrees to:

1. Provide the President of the local Union with a copy of all Worker's Compensation claim forms.

2. Provide safety protection for all employees.

3. Provide for the discussion of safety issues at Labor Management Meetings.

E. The Union agrees to encourage members of the bargaining unit to participate in safety practices in compliance with Ohio law.

Light Duty

Upon approval/certification of the physician, the Superintendent may offer an employee the opportunity to perform light duty within his/her current job classification if he/she is medically unable to perform his/her regular duties.

ARTICLE 11 -- LEAVES

A. LEAVE OF ABSENCE

1. Upon a written request, the Board of Education

(a) may grant a leave of absence for a period of not more than one (1) year for educational or professional or other purposes provided the employee has completed three (3) or more years of service; and

(b) shall grant such leaves up to two (2) years where illness or other disability is the reason for the request.

2. Upon the return of the employee from a leave, to his/her former position, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.

3. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

4. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

B. PERSONAL LEAVE

1. Personal leave shall be granted to allow an employee to meet emergency personal obligations which may not conveniently be taken care of at times other than scheduled work hours. Under no circumstances may personal leave be used for vacation days or gainful employment.

2. Each employee shall be granted three (3) days of personal leave per school year, commencing September 1 and ending August 31. Any unused personal leave days will automatically roll over into sick leave.

3. Personal leave days shall not be approved for the day before or after a legal holiday or vacation period. No personal leave may be used by a nine month employee after May 10th; however, exceptions may be made by the superintendent.

4. Personal leave shall be approved only for either full or half days.

5. A request for a Personal Leave day must be submitted to the immediate supervisor at least 48 hours in advance; however, exceptions to this rule may be made in emergency situations by the Superintendent.

6. Absences must be processed through the Kiosk system.

C. SICK LEAVE

1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth (1 1/4) days per month.

2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death to the employee's immediate family.

(Immediate family includes spouse, brother, sister, child, father, mother, father or mother of spouse, foster parent, son or daughter-in-law, brother or sister-in-law, and grandparents). This shall also include corresponding step family relationships. Unused sick leave shall be accumulative without limit.

3. Any accumulated sick leave of a person separated from any other public service shall be transferable.

4. Employees who render part time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for the time actually worked at the rate earned.

5. All employees shall be entitled to an advancement of five (5) sick leave days if the number of days used exceeds the number accumulated. So long as the employee remains in the employment of the Board, the employee is required to earn back any advanced sick leave days, so no loss in pay results.

6. After five (5) consecutive days of such leave, the employee may be requested to provide to his/her immediate supervisor a written statement from his/her physician authorizing the return to work. Failure to provide such a statement will prevent the employee from returning to active employment. This shall apply only in the case of an employee's illness or injury.

7. Falsification of a statement to justify the use of sick leave may be grounds for termination of employment.

D. ASSAULT LEAVE

1. An employee of the Waterloo Local School District who is required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed twenty (20) working days upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individuals causing the assault, if known, the facts surrounding the assault and the willingness of the member to participate and cooperate with the Board pursuing legal action against the assailant or assailants.

2. The member shall supply a certificate from a licensed physician stating the nature of the disability and its duration, and file a worker's compensation claim based on the injury. Full payment for assault leave shall not exceed the member's per diem rate of pay, exclusive of supplemental pay and will not be approved for payment until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's statement is grounds

for suspension or termination of employment under the Ohio Revised Code. Where the member exhausts the assault leave, he/she may use sick leave (provided herein) and if sick leave becomes exhausted, the member may apply for further assault leave.

3. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under the School Employees Retirement System (SERS), the member shall be eligible to return to employment with the Board according to the Rules and Regulations of SERS.

E. JURY DUTY LEAVE

1. Any regular unit member who is absent from his/her work for jury duty shall be granted pay not to exceed the difference between the jury pay and the pay as a unit member of the Board.

2. Unit members shall turn over within 30 days of time served, the total amount of such fees to the Treasurer's Office in return for their regular check. If the employee fails to do so, their pay will be reduced by days missed.

F. UNION LEAVE

The local Union shall be entitled to a total of eight (8) days with pay per year, to unit members elected or appointed to represent the local Union. In years when contract negotiations are taking place with the Waterloo Local School Board, a total of ten (10) days may be used. Of those ten (10) days available, six (6) are limited to purposes other than negotiations. A written notice specifying the names of such unit members attending the meeting shall be furnished by the Union to the Superintendent.

G. FAMILY MEDICAL LEAVE

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 (FMLA).

The FMLA shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the FMLA. To the extent that the FMLA mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to employees eligible therefore under the act and regulations issued thereunder.* Each party shall retain all rights accorded to them by the FMLA.

*Eligibility for FMLA Leave, by reason of hours, shall be that the employee has worked at least 1250 hours in the year prior to requesting FMLA Leave. The 12-month period for determining the amount of FMLA leave to which an employee is entitled shall be the fiscal year.

ARTICLE 12 -- PHYSICAL EXAMINATION/DRUG TESTING

The Board agrees that if any employee is required to have a physical examination, the Board of Education will pay the full cost of such examination.

All employees may be subject to random drug testing. If an employee is directed to submit to a drug test, the Board of Education will pay the full cost of the test.

ARTICLE 13 -- STUDENT VOLUNTEERS

In those work assignment areas where student volunteers are working under the direction of bargaining unit members, the following shall apply:

A. The involved bargaining unit members and the appropriate administrator shall jointly design a procedure by which the volunteers are selected.

B. In the event a volunteer performs in a fashion not conducive to the overall efficient running of the work assignment area, the appropriate bargaining unit member shall recommend to the principal who may recommend to the Superintendent the removal of said volunteers.

C. No bargaining unit member shall be held responsible for the performance of a student volunteer.

ARTICLE 14 -- CALAMITY DAYS

A. All nine month employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity. All twelve month employees shall report to work, on an adjusted schedule if necessary, and be paid time and one-half up to a maximum of five (5) days per school year.

B. Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.

C. There shall be no additional compensation for any required make-up days.

ARTICLE 15 -- SENIORITY

Section 1 - Types of Seniority

A. District Seniority - shall be defined as an employee's length of continuous service with the Board, as determined by the most recent date of hire or based on the first day worked as a regular employee. Transfer or promotions shall not be construed to be the most recent date of hire, nor shall days worked as a substitute employee prior to being granted a regular position be construed as the most recent date of hire.

B. Department Seniority - shall be defined as the employee's continuous length of service within a particular department computed from the date of entry into the department.

C. Accrual: Employees shall accrue seniority while on sick leave and lay off. Prior to July 1, 2005, seniority was accrued while on approved leaves of absence.

Section 2 - Breaking Ties in Seniority

A. Department Seniority - When two (2) or more employees have the same department seniority, the employee with the most District seniority shall be the most senior.

B. District Seniority - When two (2) or more employees have the same District Seniority, the most senior bargaining unit employee shall be determined by the last four digits of the employee's Social Security Number with the highest being the most senior.

C. Breaking Seniority - All seniority shall be broken and employment shall be terminated when a bargaining unit member:

a. Quits or retires from the school district

b. Is discharged for just cause or nonrenewed

c. Is laid off for a period exceeding two (2) years

d. Fails to report to work under the time limits specified under recall from layoff, Article 16.

Section 3 - Departments

As listed in Article 2, Recognition, Section B.

Section 4 - Seniority List

Each November, the Union will be given a copy of the Seniority List for all bargaining unit members. This list shall show District Seniority and Department Seniority for each employee in the bargaining unit. This list may be posted by the Union or an employee

may review said list and will have until December 1 of the same year to challenge the list. A corrected list will be sent to the Union President as soon as the correction(s) can be made.

ARTICLE 16 -- LAYOFF AND RECALL

A. If it becomes necessary to reduce the number of employees in a department due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such lay off.

B. The number of people affected by a reduction in the force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire or otherwise vacate a position.

C. Whenever it becomes necessary to lay off employees by reasons stated above, affected employees shall be laid off according to district seniority, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education, computed from the last date of hire.

D. Reduction in employees shall be made under the following rules:

1. Any employee affected by such reduction may displace/bump a less senior employee within his/her department.

2. The person thus bumped, may displace/bump a less senior employee within the department or to a position within another department he/she formerly held based on district seniority. It shall be the obligation of the employee to maintain all required licensing. If an employee bumps to a new department, the employee shall be placed on the pay step in the new department that corresponds with the employee's district seniority.

3. Departments:

   a. Custodial Department

      (1) Head Custodian

      (2) Custodian

   b. Para-Professional Department

      (1) Educational/Supervisory Aides

c. Cafeteria Department

(1) Head Cook

(2) Cook

(3) Breakfast Cook

(4) Dishwasher/Snack Bar Clerk
Breakfast Dishwasher

d. Transportation Department

(1) Bus Drivers

(2) Van Drivers

e. Mechanic Department

(1) Head Mechanic

(2) Mechanic

f. Maintenance Department

(1) Maintenance Manager

E. The Board of Education shall determine in which department(s) the lay off should occur and the number of employees to be laid off.

F. Twenty (20) days prior to the effective date of lay offs, or a reduction in force, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the name, seniority date, and departments and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay off. Each notice of lay off shall state the following:

1. Reasons for the lay off or reduction

2. The effective date of lay off

3. A statement advising the employee of his/her rights of reinstatement from the lay off.

G. For the department in which the lay off occurs, the Board shall prepare a reinstatement list. Employees shall be placed on this list in the reverse order of the lay off.

Reinstatement shall be made from this list before any employees are hired in that department.

H. Vacancies which occur in the department of lay off shall be offered to present employees in that department before being offered to employees on the recall list.

I. Vacancies which occur in the department of lay off shall be offered to or declined in writing by the employees standing highest on the lay off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the recall list.

J. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay off. If reinstated from lay off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

K. For purposes of recall, all employees remaining on the recall list in a given department shall be recalled before the Board would hire contracted services.

ARTICLE 17 -- OVERTIME

A. All overtime shall be offered to employees on a rotation basis recognizing seniority using the following formula:

B. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location.

C. If an employee within a job location declines overtime, it shall be offered to the senior employee within the department that the overtime is needed. Such overtime out of location shall be on a rotation basis.

D. All hours over 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 (2). For all work performed on Holidays, the employee shall be paid Holiday pay plus his/her regular rate of pay for all time actually worked.

E. Employee working at two or more rates.

Where an employee in a single workweek works at two or more different types of work for which different straight-time rates have been established, the employee's regular rate for that week is the weighted average of such rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs.

F. Building checks shall first be offered to the Head Custodian. If the Head Custodian declines, it shall then be offered to custodians on a rotation basis.

G. Overtime and extra time shall be paid every two (2) weeks if time sheets are submitted in a timely manner. Time sheets are to be submitted at the end of the business day Thursday of the week prior to pay week.

ARTICLE 18 -- TRANSPORTATION

SECTION 1 - EXTRA-CURRICULAR/FIELD TRIPS

A. Rotation: The employer will offer field trips, except for those involving 8 passengers or less, among the regular bus drivers on a rotating basis. Following the order of seniority, field trips will be offered to each employee in order. If the field trip times conflict with route times prohibiting the availability of a route driver, then substitutes may be used for the field trip. A regular driver may bid on a field trip if their regularly scheduled run is completed prior to the start of the field trip and the field trip is completed prior to the start of any other regular run they may have.

B. Roster: A field trip rotation roster, containing a record of each employee and the date of the field trip shall be maintained by the Supervisor or his/her designee. The roster shall be maintained weekly and posted on the Driver Bulletin Board.

C. The Waterloo Local Board of Education nor the activity or club shall be held financially liable for any field trip that is cancelled due to inclement weather, illness, or epidemic or any other just cause as determined by the Transportation Supervisor if the driver is notified more than one (1) hour prior to departure. Should a driver not be notified one (1) hour prior to departure, the driver shall be paid a minimum of one (1) hour. Should a driver not be notified one (1) hour prior to departure of the cancellation of a weekend trip, the driver shall be paid the weekend minimum rate.

D. FIELD TRIP RATES

	Hourly	Weekend Minimum
7/1/11	$13.40	$28.12

Field trips will be paid a minimum of two (2) hours at the Field Trip Rate.

E. The administration shall schedule transportation personnel an additional fifteen (15) minutes per trip for bus safety inspection, pick up, and delivery.

F. If possible, all drivers shall be notified at least 48 hours prior to departing time of a field trip. No driver shall be charged for refusing a trip if not given 24 hours notice. If a driver cancels a field trip within twelve (12) hours of the trip, the administration shall

attempt to contact the next two drivers on the list to offer the trip. If unsuccessful, the administration will offer the trip to any bargaining unit driver.

G. Drivers shall remain with the event/activity for its entire duration unless otherwise directed by the Superintendent or designee.

SECTION 2 - REGULAR ASSIGNMENTS

A. Regular route(s) shall be offered each driver on a seniority rotation basis, prior to the beginning of the school year. All route times shall include fifteen (15) minutes bus inspection prior to the scheduled departure. Daily Inspection Forms shall be submitted to the head mechanic.

B. If a proposed route requires more time than originally estimated, the route time will be adjusted or the route will be altered to meet the original time estimate, or the route will be posted for bid within five (5) days of the need to alter or adjust the route. A meeting will be scheduled for the re-bidding of the route(s).

C. All vacant routes during the school year shall be posted for a period of five (5) days and shall be offered to the senior interested driver. Once a driver selects a new route during the school year, he/she will not be eligible to select another route for a period of thirty (30) days.

D. The Board agrees to pay drivers selected as trainers an additional $1.00 per hour above their regular rate. All drivers with this assignment shall have the opportunity for training assignments on a rotating basis.

E. If a bus driver is absent or it is known he/she will be absent for at least thirty (30) working days, the route shall be posted for bid as a temporary route until the driver returns. The substitute would fill the "vacant" position.

F. Prior to the bus route bidding meeting, a map and/or directions for each route and each stop shall be available for inspection by the drivers.

G. At the start of each school year, drivers shall be given a list containing the name, address, phone number, and any necessary medical information when it becomes available, for each student who will be riding their bus.

H. When a bus driver with more regular hours than other drivers has been absent for three (3) consecutive days or more but less than thirty (30) days (see Article18, 2. E), regular drivers will be given the opportunity to take his/her route until his/her return. This opportunity will be given on a rotating basis to regular bus drivers following the order of seniority. The substitute would fill the "vacant" position.

I. Bus drivers are paid for a total of 185 days of service/year. The schedule for each driver's 185 days of service/year is dependent on the route he/she is awarded in the bid

procedure. For example, a driver who transports students to schools outside of our main campus may work different days than a driver who transports only to our main campus (e.g. spring break). Any driver whose normal route requires more than 185 days of service/year will be compensated accordingly.

SECTION 3: VAN DRIVERS

Within the Transportation Department, van drivers may be used for routes where a van is needed instead of bus. Regular routes, including van routes, will be awarded following the bid procedure outlined in this agreement (bus drivers will be able to bid on van routes). Van drivers will meet the requirements outlined by the State of Ohio.

ARTICLE 19 – MEETINGS

The Board agrees that all employees required to attend any meetings held other than the employee's regular scheduled work day shall be paid at the employee's regular hourly rate.

ARTICLE 20 -- CLASSIFICATION PAY

The Board agrees that if any employee is requested to and does perform work normally performed by a regular employee holding a higher position in the same department, after the regular employee has been absent for three (3) consecutive days or more such employee shall be placed in the new assignment on the corresponding step for the duration of the regular employee's absence beginning with the first full day of assignment.

ARTICLE 21 – TRAVEL ALLOWANCE

Any employee required to use his own vehicle for school business will be reimbursed at the IRS adopted rate.

ARTICLE 22 -- UNIFORM ALLOWANCE

The Board shall provide uniforms for the mechanics, custodians, and maintenance employees.

ARTICLE 23 – HOSPITALIZATION

Beginning July 1, 2011, the Portage Area Schools Consortium Plan Design as outlined in the Appendix shall be in effect.

A. The Board of Education shall provide Single or Family Comprehensive Major Medical Insurance Coverage for all employees scheduled to work 25 hours or more per week in accordance with the Portage County Area Schools Consortium Health Care Benefits

Program. The Board of Education shall pay 90% of the premium cost and the employee shall pay 10% of the premium cost.

All current bus drivers who are receiving insurance benefits as of June 30, 2005, shall continue to receive such benefits as long as they remain employed in the school district as bus drivers.

Employees hired after July 1, 2004, shall be required to work thirty-five (35) or more hours per week in order to be eligible to receive comprehensive major medical insurance coverage.

Employees not eligible may purchase coverage by paying 100% of premium through payroll deduction. Such employees shall enroll only during September of each year and shall remain in the plan for at least 12 months.

New employees shall have the opportunity of enrollment within 30 days of date of employment.

Effective July 1, 1990, employees currently receiving hospitalization coverage who are not eligible under conditions of paragraph one of this section, may continue under 90% Board/paid single plan with the option of purchasing family coverage by paying the difference in cost through payroll deduction. Such employees purchasing the optional family coverage shall remain in the plan for at least 12 months.

B. The quality of the Comprehensive Major Medical Plan shall remain at least at the level as the one in effect at the time of this agreement.

C. Maximum calendar year benefits for in-patient treatment shall be $50,000 and out-patient shall be $5,000 per participant for psychiatric, alcoholism, mental, drug-related, and emotional disorders.

D. The Board of Education shall have the right to include the following Cost Containment items in its insurance program.

- Voluntary second surgical opinion.
- Pre-certification and pre-admission testing for in-patient confinements.

1. The pre-existing limitation shall apply to the Comprehensive Major Medical Benefits for newly hired or newly eligible employees AND THEIR DEPENDENTS.

2. A condition is deemed pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date, except for pregnancy.

3. The pre-existing limitation of the contract is satisfied after three (3) consecutive months without treatment or twelve (12) consecutive months have expired while covered under the plan.

   No weekend hospital admission except in emergencies.

   Nothing in this provision shall apply to emergency admissions recommended by a licensed practitioner.

E. As part of this program, the employees are responsible for out-of-pocket expenses as per the benefit plan.

   The plan as administered will have a maximum out-of-pocket, including deductible, of five hundred fifty dollars ($550) per person, one thousand one hundred dollars ($1100) per family In-Network and one thousand two hundred dollars ($1200) per person, two thousand four hundred dollars ($2400), per family Out-of-Network.

   The deductible limit per employee shall be one hundred fifty ($150) dollars in-network and three hundred dollars ($300) out-of-network per covered individual, three hundred dollars ($300) in-network and six hundred dollars ($600) out-of-network per family.

F. Employees who are eligible for Board paid medical benefits and have alternate health insurance available to them outside the Plan offered by the Waterloo Local Schools, may participate in a single or family Medicare Supplement and/or Coordination of Benefits Only Insurance Plan (Supplement Plan), provided, however, the alternate insurance coverage is outside the Portage County School Consortium's Health and Welfare Trust. The Plan shall contain the following provisions:

   1. There shall be no annual deductible requirements under the Supplemental Plans.

   2. Premiums for the Supplemental Plan shall be 1/3 of the difference of the current rate less the stop loss cost plus the stop loss cost.

   3. The Supplemental Plan shall render payment under the coordinate benefits section only, as scheduled in the fully insured plan offered by the Waterloo Local Schools.

   4. The pre-existing condition rule shall be waived for employees, who are enrolled in the Supplemental Plan and wish to enroll in the fully insured plan, provided however, that their alternate insurance has been discontinued or reduced in benefit.

   5. Any employee insured under the family Supplemental Plan who submits claims not exceeding $100.00 under said plan during the policy year, shall receive a cash bonus of $600.00 at the end of the policy year. (Jan 1 through December 31)

6. New employees may also participate on a pro-rata basis if hired January 1 or later.

G. Employees who have alternate health insurance available to them outside the Plan offered by the Waterloo Local Schools, may waive participation in any or all health insurance plans offered by the Waterloo Local Schools, provided however, the alternate health insurance coverage is outside the Portage County School Consortium's Health and Welfare Trust. The following provision shall apply:

1. The pre-existing condition rule shall be in effect for employees who have waived all (any or all) health insurance plans offered by the Waterloo Local Schools, and elect to enroll in the fully insured plan, provided, however, that their alternate health insurance has been discontinued or reduced in benefit.

2. Employees who waive insurance, and do not enroll in the coverage waived under the comprehensive major medical insurance plans offered by the Waterloo Local Schools during the policy year, shall be paid a sum of $1,000.00 at the end of the policy year. (January 1 through December 31)

3. Employees who waive insurance, and do not enroll in the coverage waived under the comprehensive major medical, dental, vision and prescription insurance plans offered by the Waterloo Local Schools during the policy year, shall be paid the sum of $1,500.00 at the end of the policy year. (January 1 through December 31).

4. New employees may also participate in this waiver if hired January 1 or later and be paid on a pro-rata basis.

5. Pro-rata payment of insurance bonuses 1st year of contract.

6. The Board shall establish a Section 125 premium only plan, which shall include the insurance incentives set forth in Section G.2. and G.3. of this article.

For purposes of Article 23, the Policy Year is January 1 through December 31.

Life Insurance/Dental/Prescription/Vision

A. In accordance with the Portage County Area Schools Consortium Health Care Benefits Program, the Board agrees to provide $35,000.00 fully paid Life Insurance, Vision Insurance, Dental Insurance, at a level of coverage no less than currently provided, and will pay 90% of single or family plan, and five, fifteen or twenty-five dollars ($5.00/$15.00/$25.00) deductible type Prescription Drug Insurance (Retail Program) and six, twenty and forty dollars ($6.00/$20.00/$40.00) deductible type Prescription Drug Insurance (Mail Order Program) and shall pay ninety percent (90%) of the rate for Single or Family coverage for all employees working 25 hours or more per week.

All current bus drivers who are receiving Vision, Dental, Prescription Drug and Life Insurance Benefits as of June 30, 2005, shall continue to receive such benefits as long as they remain employed in the school district as bus drivers.

Employees hired after July 1,2004, shall be required to work thirty-five (35) or more hours per week in order to be eligible to receive life, dental, prescription drug and vision insurance coverage.

Insurance Study Committee

The Union shall be represented in the event that an Insurance Study Committee is created to review the District's present insurance coverages.

ARTICLE 24 - VACATIONS/HOLIDAYS

A. Vacations - All eligible employees are entitled to vacation in accordance with the following schedule.

1. Ten (10) days vacation with pay if worked one (1) to nine (9) years.

2. Fifteen (15) days vacation with pay if worked more than nine (9) years to nineteen (19) years.

3. Twenty (20) days vacation with pay if worked more than twenty (20) years to twenty-five (25) years.

4. Twenty-five (25) days vacation with pay after working more than twenty-five (25) years.

All employees requesting vacation and granted such shall receive payment for his/her entitled days prior to taking the vacation days. All requests for vacation pay shall be made to the Treasurer in writing at least forty-five (45) days prior to the vacation pay period.

Vacation may be accumulated but not to exceed two (2) years worth of accumulated vacation days.

Not more than fifteen (15) days vacation shall be taken during the school year.

B. Holidays

All employees shall receive the following days off with pay:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving

Presidents Day
Memorial Day
July 4 (12 mo)
New Years Eve (12 mo)
Day after Thanksgiving (12 mo)
Christmas Eve (12 mo)
Christmas Day

ARTICLE 25 -- LONGEVITY PAY

A. After an employee completes ten (10) years of continuous service, he/she shall receive a longevity payment of $500.00 per year.

For all years of completed service of fifteen (15) years or more, he/she shall receive a longevity payment of $600.00 per year.

For all years of completed service of twenty (20) years or more, he/she shall receive a longevity payment of $700.00 per year.

For all years of completed service of twenty-five (25) years or more, he/she shall receive a longevity payment of $900.00 per year.

Longevity payments will be paid in a lump sum to all eligible employees on the second payment in September each year.

ARTICLE 26 -- SEVERANCE PAY

A. Any employee who retires shall be entitled to severance pay equal to forty percent (40%) of the person's accumulated sick leave multiplied by the person's per diem rate of pay up to a maximum of eighty-seven (87) days.

B. The rate of pay shall be his/her rate of salary schedule at the time of leaving the service of the Board.

C. The severance pay shall be awarded within thirty (30) days of the presentation to the Treasurer's Office, of evidence of receiving the first retirement check.

ARTICLE 27 -- REPORT PAY

A. The Board agrees that any time an employee reports to work and work is not available, he/she shall be paid for two (2) hours at his/her regular rate of pay, unless his/her workday is less than two (2) hours.

B. In the event an employee is requested to report other than his/her normal scheduled workday, he/she shall be paid at least four (4) hours pay at the applicable rate of pay.

ARTICLE 28 -- MISCELLANEOUS

A. Conflict with Law

If any provisions of this contract, or any application of the provisions of this contract, or any agreement reached under its terms, is found by a court of law to violate any Federal or State Law, or SERB ruling, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect. Furthermore, in the event that a section of this agreement does not comply with law, both parties shall meet and attempt to arrive at a mutually satisfactory solution within thirty (30) days of such finding.

B. Management Rights

1. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the state of Ohio and of the United States including, but not limited to, the rights identified in Ohio Revised Code Section 4117.08.

2. The exercise of these powers, rights, authority, duties, and responsibilities shall be limited only by the specific and express terms of this agreement.

C. Waiver of Negotiations

The parties acknowledge that during the negotiations that resulted in this agreement each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Board and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this agreement and with respect to any subject matter not specifically referred to or covered in this agreement, unless otherwise mutually agreed.

D. The Board shall provide the local President a copy of the Board Policy Book and any changes.

E. All twelve (12) month employees shall be permitted to work four (4) days per week, ten (10) hours per day from the first full week after the students last day until the full week before the beginning of the new school year. This provision is in lieu of working the traditional five (5) days per week, eight (8) hours per day. Under this provision, the total hours for a work week are still defined as forty (40). It is understood that twelve (12) month employees will be scheduled to cover the campus five (5) days per week.

ARTICLE 29 -- SALARY

A. All wage schedules and step increases shall be frozen at the level in effect during the 2011-2012 school year. (See item C below for additional conditions for bus drivers.) A tiered system of compensation will take effect upon the effective date of this contract (see appendices). All OAPSE employees currently employed by the district will remain on the compensation tier they are currently on; employees hired after the effective date of this new contract will be on the new compensation tier.

B. SERS Pick-Up - The Waterloo Board of Education herewith agrees to pick up (assume and pay) contributions to the State Employee Retirement System on behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall equal the amount he/she is required by SERS to pay into his/her account. The employee's annual compensation shall be reduced by the amount equal to the amount picked up and paid by the Board.

2. The pick up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick up.

4. The pick up shall apply to all compensation including supplemental earnings.

5. It is anticipated that the Internal Revenue Service will treat this contribution pick up by the employer as contributions for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the employer on behalf of the employee, the responsibility for payment shall rest with the individual employee.

C. Bus Drivers will be paid an hourly rate based upon the run(s) bid and length of service (employment). The specific days to be driven, schedule time, and routes will be contained in information given to drivers when bidding for runs at the beginning of each school year and/or as rebidding may occur during the year. When bus drivers go over and above their normal route ending time due to such things as breakdowns or in other emergency situations they will be paid at their regular hourly rate for that time. Drivers shall submit a time sheet for all time after their normal route ending time and actual time of arrival.

ARTICLE 30 – OCCUPATIONAL SAFETY AND HEALTH

A. The Board and the Union agree to abide by all applicable Safety and Health Rules and Regulations.

B. Report Internally First

The parties desire to first deal with Safety and Health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Union nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations or other governmental or regulatory agency until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

C. Right to Re-assign

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily re-assigned while the condition is being investigated and/or corrected. The re-assignment shall be to a position in the same classification and hours from which the employee was re-assigned.

D. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may use the grievance procedure in this Contract as a means for asserting such a claim.

E. Hepatitis B/HIV testing shall be made available to the Classified Staff when it is made available to all staff members.

ARTICLE 31 -- LENGTH OF AGREEMENT

This agreement shall remain in full force and effect from 12:01 AM July 1, 2012, through 11:59 PM June 30, 2013.

WATERLOO LOCAL BOARD
OF EDUCATION

Superintendent
Waterloo Local Schools
Negotiator

President, Waterloo Local
Board of Education

Negotiator

Treasurer, Waterloo Local
Board of Education

OAPSE/AFSCME
AFL-CIO

OAPSE President
OAPSE Local #575

Bill Padisah
Chief Negotiator
Field Representative

Negotiator
OAPSE Local #575

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

BUS (CDL) DRIVERS HOURLY SALARY SCHEDULE

YEARS EXP	2012-13
0	$15.95
1	$16.18
2	$16.40
3	$16.57
4	$16.81
5	$17.00
6	$17.25
7	$17.49
8	$17.73

TIER I

(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

VAN(NON-CDL) DRIVERS HOURLY SALARY SCHEDULE

YEARS EXP	2012-13
0	$12.36
1	$12.57
2	$12.78
3	$12.99
4	$13.20
5	$13.41
6	$13.62
7	$13.83
8	$14.04
9	$14.25
10	$14.46
11	$14.67
12	$14.88
13	$15.09
14	$15.30
15	$15.51
16	$15.72

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

HEAD COOK

YEARS EXP	2012-13
0	$13.88
1	$14.08
2	$14.30
3	$14.51
4	$14.72
5	$14.95
6	$15.19
7	$15.39
8	$15.59

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

COOK/BREAKFAST COOK

YEARS EXP	2012-13
0	$13.65
1	$13.88
2	$14.08
3	$14.30
4	$14.51
5	$14.72
6	$14.95
7	$15.19
8	$15.39

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

SNACK BAR/CAFETERIA SERVER

YEARS EXP	2012-13
0	$12.76
1	$13.02
2	$13.23
3	$13.42
4	$13.62
5	$13.82
6	$14.03
7	$14.24
8	$14.45

HEAD COOK	6 Hrs Per Day + 8 Hrs Per Mo (72 Hrs Per Yr Bookkeeping)
COOK	5 1/2 Hrs Per Day
BREAKFAST COOK	
BREAKFAST DISHWASHER	
DISHWASHER/SNACK	
CAFETERIA SERVER	

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

CUSTODIAN SALARY SCHEDULE

HEAD CUSTODIAN/8 HRS DAY

YEARS EXP	2012-13
0	$17.44
1	$17.68
2	$17.91
3	$18.10
4	$18.32
5	$18.51
6	$18.78
7	$18.90
8	$19.22

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

CUSTODIAN/8 HRS DAY

YEARS EXP	2012-13
0	$15.85
1	$16.04
2	$16.27
3	$16.46
4	$16.72
5	$16.92
6	$17.18
7	$17.34
8	$17.58

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

MAINTENANCE MANAGER SALARY SCHEDULE

MAINTENANCE MANAGER

YEARS EXP	2012-13
0	$16.72
1	$16.92
2	$17.18
3	$17.34
4	$17.58
5	$17.78
6	$18.01
7	$18.17
8	$18.45

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

MECHANICS SALARY SCHEDULE

HEAD MECHANIC

YEARS EXP	2012-13
0	$18.39
1	$18.55
2	$18.80
3	$18.98
4	$19.24
5	$19.42
6	$19.68
7	$19.90
8	$20.09

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

MECHANIC

YEARS EXP	2012-13
0	$17.48
1	$17.70
2	$17.93
3	$18.11
4	$18.39
5	$18.55
6	$18.80
7	$18.98
8	$19.24

TIER I
(DISTRICT EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2012)

PARAPROFESSIONALS SALARY SCHEDULE

LIBRARIAN/EDUCATIONAL
BUS DRIVER/SUPERVISORY

YEARS EXP	2012-13
0	$12.89
1	$13.10
2	$13.31
3	$13.54
4	$13.75
5	$13.93
6	$14.20
7	$14.42
8	$14.62

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

BUS (CDL)DRIVERS HOURLY SALARY SCHEDULE

YEARS EXP	2012-13
0	$14.36
1	$14.57
2	$14.78
3	$14.99
4	$15.20
5	$15.41
6	$15.62
7	$15.83
8	$16.04
9	$16.25
10	$16.46
11	$16.67
12	$16.88
13	$17.09
14	$17.30
15	$17.51
16	$17.72

TIER II

(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

VAN(NON-CDL) DRIVERS HOURLY SALARY SCHEDULE

YEARS EXP	2012-13
0	$12.36
1	$12.57
2	$12.78
3	$12.99
4	$13.20
5	$13.41
6	$13.62
7	$13.83
8	$14.04
9	$14.25
10	$14.46
11	$14.67
12	$14.88
13	$15.09
14	$15.30
15	$15.51
16	$15.72

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

HEAD COOK

YEARS EXP	2012-13
0	$12.63
1	$12.81
2	$12.99
3	$13.17
4	$13.35
5	$13.53
6	$13.71
7	$13.89
8	$14.07
9	$14.25
10	$14.43
11	$14.61
12	$14.79
13	$14.97
14	$15.15
15	$15.33
16	$15.51

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

COOK/BREAKFAST COOK

YEARS EXP	2012-13
0	$12.47
1	$12.65
2	$12.83
3	$13.01
4	$13.19
5	$13.37
6	$13.55
7	$13.73
8	$13.91
9	$14.09
10	$14.27
11	$14.45
12	$14.63
13	$14.81
14	$14.99
15	$15.17
16	$15.35

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

SNACK BAR/CAFETERIA SERVER

YEARS EXP	2012-13
0	$11.70
1	$11.87
2	$12.04
3	$12.21
4	$12.38
5	$12.55
6	$12.72
7	$12.89
8	$13.06
9	$13.23
10	$13.40
11	$13.57
12	$13.74
13	$13.91
14	$14.08
15	$14.25
16	$14.42

HEAD COOK — 6 Hrs Per Day + 8 Hrs Per Mo (72 Hrs Per Yr Bookkeeping)

COOK

BREAKFAST COOK

BREAKFAST DISHWASHER

DISHWASHER/SNACK

CAFETERIA SERVER

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

CUSTODIAN SALARY SCHEDULE

HEAD CUSTODIAN/8 HRS DAY

YEARS EXP	2012-13
0	$15.57
1	$15.79
2	$16.01
3	$16.23
4	$16.45
5	$16.67
6	$16.89
7	$17.11
8	$17.33
9	$17.55
10	$17.77
11	$17.99
12	$18.21
13	$18.43
14	$18.65
15	$18.87
16	$19.09

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

CUSTODIAN/8 HRS DAY

YEARS EXP	2012-13
0	$14.24
1	$14.44
2	$14.64
3	$14.84
4	$15.04
5	$15.24
6	$15.44
7	$15.64
8	$15.84
9	$16.04
10	$16.24
11	$16.44
12	$16.64
13	$16.84
14	$17.04
15	$17.24
16	$17.44

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

MAINTENANCE MANAGER SALARY SCHEDULE

MAINTENANCE MANAGER

YEARS EXP	2012-13
0	$14.94
1	$15.16
2	$15.38
3	$15.60
4	$15.82
5	$16.04
6	$16.26
7	$16.48
8	$16.70
9	$16.92
10	$17.14
11	$17.36
12	$17.58
13	$17.80
14	$18.02
15	$18.24
16	$18.46

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

MECHANICS SALARY SCHEDULE

HEAD MECHANIC

YEARS EXP	2012-13
0	$16.27
1	$16.50
2	$16.73
3	$16.96
4	$17.19
5	$17.42
6	$17.65
7	$17.88
8	$18.11
9	$18.34
10	$18.57
11	$18.80
12	$19.03
13	$19.26
14	$19.49
15	$19.72
16	$19.95

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

MECHANIC

YEARS EXP	2012-13
0	$15.58
1	$15.80
2	$16.02
3	$16.24
4	$16.46
5	$16.68
6	$16.90
7	$17.12
8	$17.34
9	$17.56
10	$17.78
11	$18.00
12	$18.22
13	$18.44
14	$18.66
15	$18.88
16	$19.10

TIER II
(DISTRICT EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)

PARAPROFESSIONALS SALARY SCHEDULE

LIBRARIAN/
EDUCATIONAL/BUS DRIVERS/SUPERVISORY

YEARS EXP	2012-13
0	$11.84
1	$12.01
2	$12.18
3	$12.35
4	$12.52
5	$12.69
6	$12.86
7	$13.03
8	$13.20
9	$13.37
10	$13.54
11	$13.71
12	$13.88
13	$14.05
14	$14.22
15	$14.39
16	$14.56

GRIEVANCE FORM

OAPSE LOCAL 575

Grievance Number _____

Name of Employee (Grievant) _____

Department _____ Position _____

Home Address _____

Home Phone Number _____

Work Location _____ Work Phone _____ District Seniority _____

Immediate Supervisor _____

CONTRACT VIOLATION

STATEMENT OF GRIEVANCE

Article Sections _____

State the issue involved and the date the incident took place

_____
_____
_____
_____

Remedy Requested _____

_____
_____
_____

_____ Date _____
Employee (Grievant) Signature

STEP ONE

Informal Discussion _____ Date Discussed _____

_____
Grievant's Signature

STEP TWO

Supervisor's Signature _____ Date Received _____

Date Answered _____

Disposition of Grievance

_____

_____

WATERLOO LOCAL SCHOOL DISTRICT
Classified Evaluation Form

Employee: _____ Date: _____

Position: _____ Building: _____

Current Contract Status: _____ Evaluator: _____

Number of Days Scheduled to Work _____ Total Days of Absence _____

Sick Leave _____ days Personal Leave _____ days

CHECK IN PROPER COLUMN

EVALUATION FACTORS	Excellent	Good	Satisfactory	Improvement Needed
1. JOB PERFORMANCE - Accuracy, completeness, thoroughness, neatness of work.				
2. JOB KNOWLEDGE - Knowledge of procedures, materials and equipment				
3. WORK HABITS - Organization of work, care of equipment, practices job safety, effort				
4. RESPONSIBILITY AND DEPENDABILITY - Degree to which employee accepts responsibility and can be relied upon to do the job without close supervision.				
5. INITIATIVE - Displays the ability to be constructive, originate new ideas, methods and procedures, motivation				
6. ATTENDANCE & PUNCTUALITY - Prompt and regular				
7. PERSONAL RELATIONSHIPS - Ability to function harmoniously with co-workers, supervisors, administration, staff, and public				
8. ATTITUDE - Interest in the work, willingness to meet job requirements and accept suggestion. Shows pride in job and school district, ethical conduct.				
9. PERSONAL CHARACTERISTICS - Courteous, pleasant, neat appearance				
10. COOPERATION - Demonstrates the ability to cooperate with supervisors, administration and fellow employees and shows respect for others				
11. DRIVING PROCEDURES - Compliance with laws and state rules and regulations				
12. INSPECTIONS - Compliance with inspection procedures				
13. SCHEDULE - Consistent time in routes, pick-up and discharge at home and school				
14. Accident Rating -				

EVALUATOR: _____

_____

_____

_____

COMMENDATIONS: _____

_____

_____

_____

WEAKNESSES: _____

_____

_____

_____

EMPLOYEE COMMENTS: _____

_____

_____

_____

Signature Employee: _____ Date: _____

Signature Evaluator: _____ Date: _____

COMPREHENSIVE MAJOR MEDICAL PLAN
SUMMARY OF SCHEDULE OF BENEFITS

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein.

All out of state claims and emergencies are to be treated as in-network claims.

Unless otherwise stated, all benefits are subject to the following deductible, copay and maximum amounts:

1. Lifetime Maximum Benefit for Eligible Expenses ..... $2,000,000 per covered person

2. Deductible (calendar year):
   per covered person in-network $150.00; out-of-network $300.00

   a family limit of in-network $300.00; out-of-network $600.00

3. Percentage for all Care and Treatment:
   In-Network ..... 90% of $4,000.00
   Out-of-Network ..... 70% of $3,500.00

4. Individual Out-of-Pocket Maximum per year including deductible:
   In-Network:
   per person $550.00
   per family $1,100.00

   Out-of-Network
   per person $1,200.00
   per family $2,400.00

5. Maximum Daily Inpatient Room & Board
   Service Charge ..... Semi-Private Room Charge of confining hospital

6. Special Care Units (ICU & CCU) ..... Subject to deductible and coinsurance

7. Ancillary Services Maximum ..... Subject to deductible and coinsurance

8. In-Hospital Physician Visits ..... R&C, subject to deductible and coinsurance

9. Diagnostic, X-Ray & Lab - In-Patient ..... R&C, subject to deductible and coinsurance

10. Diagnostic, X-Ray & Lab - Out-Patient ..... R&C, subject to deductible and coinsurance

11. Wellness Benefit (employee & spouse only) ..... 100% R&C, limited to calendar year maximum of $300.00

12. Surgical Services ..... R&C, subject to deductible and coinsurance

13. Anesthesia ..... R&C, subject to deductible and coinsurance

14. Inpatient Therapy Services ..... R&C, subject to deductible and coinsurance

15. Occupational Therapy ..... R&C, subject to deductible and coinsurance

16. Home Health Care Services ..... R&C, subject to deductible and coinsurance

    Calendar Year Maximum ..... 100 visits

17. Hospice Care ..... 80% R&C
    (Limited to 6 months of coverage)

18. Pregnancy Services ..... treated as any other illness

19. Routine Nursery Care ..... Subject to deductible and coinsurance

20. Newborn Exam - first inpatient visit only.... R&C, subject to deductible and coinsurance

21. Pre-Admission Testing ..... 100% R&C

22. Voluntary Second or Third Surgical Opinion ..... 100% R&C

23. Emergency Room Treatment Accident ..... 100% R&C to a limit of $300.00, then deductible and coinsurance applies
    (Care received within 90 days as long as initial treatment is within 72 hours of accident)

24. Emergency Medical Treatment (Must be life threatening)..... R&C, subject to deductible and coinsurance

25. Mental, Nervous Disorders & Substance Abuse..... R&C, subject to deductible and coinsurance
    Inpatient Calendar Year Maximum $50,000.00
    Outpatient Calendar Year Maximum $5,000.00
    (Must complete program for any part to be eligible)

26. Rehabilitation Facility Services ..... 50% R&C
    (up to 365 days of coverage)

27. Well-Baby (birth to age 1) ..... 100% R&C
    Maximum $500.00

28. Well-Child (age 1-9) ..... 100% R&C

Calendar Year Maximum.....$150.00

PRESCRIPTION DRUG BENEFITS

Retail Program:

Copay per prescription..... $5.00/$15.00/$25.00
30 Day Supply Brand/Generic

If you want brand name you pay $5.00 plus the cost difference between generic and brand name.

Mail Order Program:

Copay per prescription..... $6.00/$20.00/40.00
90 Day Supply Brand/Generic

* Addition of oral contraceptives

Dental Plan:

Sealants for Children under age 14
Pre-Molars.....100% R&C

PRESCRIPTION DRUG BENEFITS

The Prescription Drug coverage helps to meet the cost of legend drugs. A legend drug is a compound or substance that requires, under federal law, a written prescription by a licensed doctor of medicine or osteopath, dentist or podiatrist who is legally licensed to prescribe medications. It is a drug or medication that cannot be sold over the counter without a written prescription. Exclusions are as follows:

Non-Legend drugs other than insulin.

Charges for the administration or injection of any drug.

Therapeutic devices or appliances, including support garments and other non-medicinal substances, regardless of intended use; insulin syringes/needles when prescribed alone, any syringes/needles for other than diabetic use.

Prescriptions that an eligible person is entitled to receive without charge from any Worker's Compensation Laws, or any Municipal, State, or Federal Program.

Drugs labeled "Caution - limited by Federal law to investigational use", or experimental drugs, even though a charge is made to the individual.

Immunization agents, biological sera, blood or blood plasma.

Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.

Any prescription refilled in excess of the number specified by the physician, or any refill dispensed after one (1) year from the physician's original order.

Contraceptive devices.

Norplant.

Infertility medications.

Anabolic Steroids.

A.D.D. Narcolepsy medications for individuals age 19 and over without prior approval.

Anorectics (weight loss medications).

Anti-wrinkle agents.

Dermatologicals, hair growth stimulants.

Pigmenting/Depigmenting Agents

Sildenafil Citrate (Viagra), if prior medical necessity approval no more than 8 pills per month will be covered.

Smoking cessation medications, aids, or devices.

Tretinoin topical (i.e.: Retin A) over the age of 26.

Over the counter medication vitamins (other than pre-natal vitamins while pregnant) and other supplements.

Any other prescription medication determined ineligible by the drug coverage plan.

VISION BENEFITS

Payment will be made for the charge for any service or supply listed below, rendered you or your dependents while insured, upon the recommendation and approval of a Physician or Optometrist, up to the amount shown for the service or supply.

Vision Examinations (limited to 1 exam every 12 months) - 100% up to $40.00 per year.

Lenses - limited to 1 pair every 12 months

Single Vision Lenses - 100% up to $50.00
Bifocal Lenses - 100% up to $70.00
Trifocal Lenses - 100% up to $80.00
Lenticular Lenses - 100% up to $100.00

Frames (limited to 1 set each 24 months) - 100% up to $75.00

Contact Lenses (limited to 1 set each 12 months):

Elective - 100% up to $125.00 in lieu of lenses & frames
Necessary - 100% up to $175.00

Note: The maximum amount payable for a single lens is 50% of the maximum amount payable for a pair of lenses.

Not Covered:

Charges not covered are those:
in connection with Orthoptics, Vision Training, or Subnormal Vision Aides;
for lenses obtainable without a prescription; or
for any service or supply not listed above.