10-22-12
12-MED-05-0588
2488-02
K28932

ARTICLE 1
PREAMBLE/PURPOSE

The Agreement, entered into by the Wolf Creek Local Board of Education, hereinafter referred to as the Employer, and the Ohio Association of Public School Employees, AFSCME (AFL-CIO) and its Local #504, hereinafter referred to as the Union, has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

2.1 The Board of Education of the Wolf Creek Local Schools hereby recognizes the Ohio Association of Public School Employees as the Representative of Local #504 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.

2.2 The bargaining unit includes all full time and regular short hour employees in the following positions or classifications which are regularly assigned to a work schedule:

A.	Custodian	F.	Regular Cook
B.	Maintenance	G.	Aides
C.	Bus Driver	H.	Mechanical/Maintenance Custodian
D.	Head Cook	I.	Secretary
E.	Educational Aide	J.	EMIS/Guidance/Library Aide

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

A. Supervisor of Building and Grounds

B. Assistant Supervisor of Building and Grounds

C. Transportation Supervisor

D. Superintendent’s Secretary

2.4 On the effective date of this Agreement and for employees hired after the effective date of the Agreement sixty (60) days following the beginning of employment, employees in the unit who are not members of the Union shall pay to Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deductions of fair share fees is not required.

2.5 The Union shall provide to such employees in the bargaining unit a notice containing the amount of the fee, the basis for the fee, and a statement that the employee may file an objection to the fee as assessed. In the event that an employee objects to the deduction of fair share fees, the employee may field an objection with both the Employer and the Union within fifteen (15) days after the fair share fee was first deducted from the employee's paycheck. If an objection is filed, the union shall place ten percent (10%) of the fair share fee in an interest-bearing account. This procedure shall continue pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board pursuant to Revised Code Section 4117.09 (C), and the Union agrees, if requested by the employee, to jointly request an expedited ruling from the State Employment Relations Board.

2.6 The Union agrees to indemnify and hold harmless the Board from any liability arising from claims made by an employee involving the fair share fee.

ARTICLE 3
DUES DEDUCTION

3.1 The employer agrees to deduct regular Union membership dues twice each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which the authorization was received by the Employer. Such dues shall be deducted from fifteen (15) consecutive paychecks commencing with the second pay period in September. Dues deductions will be forwarded to the OAPSE State Office along with a list of the employees from whom the deductions were made in accordance with instructions from the local chapter president.

3.2 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employers harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.3 Dues authorization shall be irrevocable for the term of this Agreement, except that an employee shall have the right to revoke such authorization by giving written notice during the first thirty (30) days of the ninety (90) day period preceding the termination of this Agreement.

3.4 The Employer shall be relieved from making such individual check-off deductions upon an employee's:

A. Termination of employment

B. Transfer to a job other than one covered by the bargaining unit

C. Layoff from work

D. An unpaid leave of absence

E. Written revocation of the check-off authorization by the employee in accordance with Section 3 above.

3.5 The Employer shall not be obligated to make dues deduction from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

3.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of dues deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deduction of the proper amount.

3.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the union during September of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

3.8 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

3.9 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. Such authorization must be executed by the employee 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 any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the amount deducted during the period covered by the remittance.

ARTICLE 4
BOARD RIGHTS

4.1 The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules, as it may seem necessary shall be limited only by the specific and express terms of this Agreement, as entered in the Board minutes with the organization representing the negotiating unit. Any change in past precedents or practices shall be negotiated with the bargaining unit.

ARTICLE 5
DISCIPLINE PROCEDURE

5.1 No employee shall be subject to disciplinary reduction in pay and position, suspension, transfer or discharge except for the grounds stated in this Agreement. The Employer may take disciplinary action against an employee in the bargaining unit only for just cause. Just cause provisions shall not apply to employees until they have been awarded a two (2) year contract. The sequence of employment contracts will be 1 year, 2 year, continuing. The employee will become eligible for tenure after the completion of the two (2) year contract. An employee may not be disciplined for actions on his own personal time that do not reflect directly on the school district or do not violate any State or Federal statutory provision. Forms of disciplinary action are:

A. Verbal warning

B. Written Reprimand

C. Suspension from duty without pay

D. Transfer or reassignment, which may be in conjunction with other discipline.

E. Reduction in position

F. Discharge from employment

5.2 In competency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure to observe written standards of conduct or any other failure to good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance shall be grounds for disciplinary action.

5.3 Except in extreme instances where the employee is found guilty of gross misconduct discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance conduct.

5.4 Anytime the Employer or any of its representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

5.5 Whenever the Employer or its designee(s) determine that an employee may be subject to discipline listed under C, D, E, and F, in Section 1, pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

5.6 Nothing in this section prevents the Employer from immediately suspending an employee where, in the Employer's judgment, such immediate action is necessary for the safety or welfare of students, staff, or school property.

5.7 This Article supersedes Ohio Revised Code Section 3319.081 (C).

ARTICLE 6
PERSONNEL FILES

6.1 Any information being added to an employee's file will require the notification of said employee. If the employee disputes the accuracy, relevancy, timeliness, or completeness of information on him or her maintained in said files, he or she may

request the Superintendent to investigate the current status of the information within a reasonable time of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information applies with the provisions of law. Said employee shall have the right to add rebuttal or request a hearing with the Superintendent on any matter in his or her personnel file that the deems incorrect or incomplete.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 POLICY: These procedures shall be available to all bargaining unit employees. No reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

7.2 PURPOSE AND OBJECTIVES: The primary purpose of this procedure shall to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievance, which may arise from time to time. Both the Board and the Association agree that grievance proceedings be handled in a confidential manner.

7.3 DEFINITION:

A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of: The written agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to.

B. A grievant shall mean a person or group alleging that some violation, misinterpretation or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a Agroup@ grievance shall have arisen out of the like circumstances affecting each member of said group.

C. Right to grieve all disciplinary action. Neither the non-renewal of a probationary one (1) year contract, nor the written reasons for the action, is grievable.

D. Working day shall mean working day of the grievant.

7.4 PROCEDURE

A. Any employee who has a grievance shall file the grievance with the Superintendent with thirty (30) calendar days of the occurrence which gave rise to the grievance. The Superintendent shall serve his decision in writing to the grievant within thirty (30) calendar days of the receipt of the grievance.

B. If a satisfactory disposition of the grievance is not made as a result of the above procedure, the employee or his designated Association representative shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association and a copy of the notice served on the Superintendent.

C. If the grieving party fails to file the proper documents within the established time limits, the grievance shall be deemed waived.

D. If the Superintendent fails to file the proper documents within the established time limits, the grievance shall be deemed settled based upon the remedy requested.

7.5 POWER OF THE ARBITRATOR

A. It shall be the function of the Arbitrator and he shall be empowered except as his powers are below, after due investigation, to make a decision in case of an alleged violation.

B. He shall have no power to add to, substract from, disregard, alter or modify any of the terms of this Agreement.

C. He shall have no power to establish salary schedules or change salary schedules.

D. He shall have no power to decide any question which, under this Agreement is solely within the responsibility of management to decide. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this Agreement.

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

F. There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employees involved in the grievance, and the Administration and the Board.

G. The fees and expenses of the Arbitrator shall be paid by the loser. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses, except where it is agreed to that such hearing is during the witnesses regular hours of employment.

7.6 Grievant(s) shall have the right to Union representation at all levels of the grievance procedure.

ARTICLE 8
LABOR MANAGEMENT MEETINGS

8.1 Safety meetings will be held when requested by either party.

8.2 The Labor-Management Committee will meet monthly, on the second Tuesday each month at 7:00 p.m. To maintain an open dialogue between the parties and discuss subjects of mutual concern. The committee will consist of the Superintendent (or his or her designee). The Local Union President (or his or her designee), and six (6) employees of the Board, three (3) to be designated by the Superintendent and three (3) to be designated by the Local Union President.

In addition, other relevant resource people, who are acceptable to each party, may be invited to attend meetings as necessary.

8.3 Meetings mandated by Section 8.02 above may be canceled or postponed by the mutual agreement of the Superintendent and Local Union President.

8.4 Employees who attend these meetings, during their scheduled work time will make arrangements with co-workers concerning their attendance or utilize personal or vacation leave.

ARTICLE 9
EVALUATIONS

9.1 Each employee will be evaluated annually. The employee may make comments on evaluation form prior to placement in personnel file.

ARTICLE 10
VACANCIES, PROMOTIONS AND TRANSFERS

10.1 Whenever the Board determines that job vacancy exists in any bargaining unit classification, a notice of the vacancy shall be included with paychecks and shall be posted on a bulletin board in each school building for ten (10) working days. The date of the initial posting shall coincide with the issuance of paychecks with the enclosed vacancy notice.

10.2 During this ten (10) working day period, any employee wishing to apply for the vacant position shall sign the posted bid sheet. The Board shall not be obligated to consider any applications submitted after the posting period. If one or more qualified bargaining unit members submits an application within the posting period, the Board shall fill the vacancy within thirty (30) working days. Whether an applicant is qualified, as that term is used in this article, is within the discretion of the Board. In the event an employee is deemed to not be qualified the Superintendent will meet with this employee and give written reasons relative to the job as to why he or she is deemed not qualified.

10.3 The vacant position shall be offered first to employees within the classification in which the vacancy occurs and shall be awarded to the most senior applicant in the classification.

10.4 If no employee from within the classification of the vacancy bids for the position, the job shall then be opened to all other applicants who shall be considered using the following criteria: qualifications, training, experience. Where two or more qualified employee/applicants apply for the same position, the most senior employee shall be selected.

10.5 In the event that no qualified employees apply for the vacant position, the Board may transfer the least senior employee in the classification or hire a new employee for the position.

10.6 For the purpose of this subsection, “vacancy” shall be defined as a job opening in regular duties by reason of discharge, transfer, retirement, resignation, leave of absence, death, non-renewal of contract, promotion or creation of a new position.

10.7 All part-time or extra bargaining unit work shall be offered to present bargaining unit employees first, on a rotating basis. The following stipulations will apply to this section:

A. A calling list, arranged by seniority, will be developed at the beginning of each school year.

B. If the employee cannot be reached by phone, he will retain his position on the calling list and the next person will be called.

C. If the employee declines the extra work, he will drop to the bottom of the calling list.

D. No employee will be allowed to bid on extra work that conflicts with his regularly scheduled working hours.

E. The employee must be able to properly perform the required job as determined by the immediate supervisor.

F. The rate of compensation will be the first year base rate for the classification in which the extra work occurs.

10.8 There shall be a probationary period of twenty (20) work days during which Board or the affected employee may request that the affected employee return to the position that he bid out of.

ARTICLE 11
LAY-OFF-RECALL POLICY

11.1 The bargaining unit classification and positions shall be filled by employees of the Board.

11.2 When the Board determines it necessary to reduce the number of employees in a job classification, the following procedure shall govern such lay-off.

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

11.4 Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority, with the less senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education computed from the latest date of hire (the date the employee initially began work). Authorized leaves of absence do not constitute an interruption in continuous service. In case of identical seniority, the date of Board action hiring the employee will determine the order of seniority. Should the date of Board action be the same, the employee who applied for employment first shall be deemed senior. Should a tie still exist, seniority shall be determined by a flip of a coin.

11.5 The Board of Education shall determine in which classification the lay-off should occur and the number of employees to be laid off. In the classification of lay-off, employees on probation shall be laid off before any employees in that classification, holding a continuing contract.

11.6 Twenty (20) days prior to the effective date of lay-off, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing names, seniority dates, and classifications 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:

A. The effective date of lay-off.
B. A statement advising the employee of their rights of reinstatement from lay-off.
C. Reasons for lay-off reduction.

11.7 Any employee affected by reduction or layoff may displace or bump any less senior employee, provided that the employee replacing another employee is qualified for the job.

11.8 The Board shall prepare a reinstatement list and, name all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of lay-off. The name of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of the lay-off. Reinstatement shall be made from this list before any new employees are hired or any employee is reinstated from the probationary list.

11.9 Vacancies which occur in the shall be offered to the employee standing highest in the lay-off who meet the qualifications for the classification. Any employee who declines reinstatement to a position within their classification, shall be removed from the reinstatement name list.

11.10 If reinstated from lay-off, such employee shall retain previous accumulated seniority and a notice of reinstatement shall be made by certified mail. The reinstated employee shall have two (2) weeks to report for work.

ARTICLE 12
PHYSICAL EXAMINATIONS

12.1 The Employer reserves the right to have an employee examined by a licensed physician chosen by the Employer should the Employer question the employee's physical or mental capacity to perform the substantial and material duties of his/her job. The Employer will pay for the cost of the examination that it requires any employee to undergo. A list of three (3) physicians will be presented to the

employee who may choose one (1) of the three (3) physicians from the list provided. If the employee fails to make his/her selection known within forty-eight (48) hours, the Employer will select the physician for the employee. The employee shall have the right to also be examined by a physician of his/her choosing. Should there be a disagreement between the physician chosen from the Employer's list and the employee's physician regarding the employee's ability to perform his/her duties, the employee may elect to be examined by a third physician chosen by the two physicians mentioned above. The cost of the examination by the third physician shall be assumed by the Employer. The determination of the third physician shall prevail. The Employer shall also assume any travel, lodging or lost time expenses incurred by the employee in being examined by the physician chosen by the Employer or the third physician chosen by the Employer's and employee's physicians.

ARTICLE 13
BUS ROUTES

13.1 The Board agrees that all open bus runs shall be posted for bid in a conspicuous place and mailed in pay check, no less than fifteen (15) days before school opening, and bids shall be completed no less than five (5) days before school opening.

13.2 Bus runs will be listed according to bus number, capacity, and approximate miles and time.

13.3 Drivers may retain previous year's runs, if it is not a temporary run.

13.4 Open bus runs shall be awarded to the employee holding the highest seniority date date bidding on a given bus run.

13.5 In the event at some late date (after initial bids are accepted) a new run or a run becomes available because of a driver's termination of employment, it shall be posted in accordance with Article 10.

13.6 If a driver does not desire extra trips, he shall have option of withdrawing his/her name from the list.

13.7 If an eligible driver desires an extra run, they shall have the option to select that run over that portion of their regular run.

13.8 It is understood that all buses must be kept in good driving condition, and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus.

13.9 Only those drivers that are contract drivers with the Board shall be assigned to any route or extra bus trips. If no contract drivers are available, or if a driver will receive more than forty-five (45) hours of paid time in a week, then the Board of the administration may assign a route or extra trip to another driver or to a substitute driver.

13.10 Extra-curricular trips:

A. All drivers who take an extra trip will receive an hourly rate equal to his normal rate of pay, up to the number of hours his normal route requires. After the normal number of hours that are being missed on his route are used, he or she will then be paid $10.00 per hour for the 2012-2013 school year; $10.25 for the school year 2013-2014; and $10.50 for the school year 2014-2015. There will be a five (5) hour minimum on extra trips. The driver will be paid the extra trip rate listed above if his regular route is not affected by the trip.

B. All school-related activity trips will remain at the same rate of pay as previously agreed to.

D. Extra bus trips that would result in more than forty-five (45) hours of paid time in a week (including regular route time, extra trip time, and any other paid time) may be reassigned by the Board of administration to a driver next on the list or to a substitute driver.

13.11 All extra trips will be listed and copies will be attached to the pay check.

13.12 Drivers may use their assigned bus on trips if desired.

13.13 Drivers may have input on substitutes, however, Superintendent retains authority.

13.14 Drivers' time shall be arrived at based on actual driving time, plus fifty-five (55) minutes to cover preparation, inspection, clean-up, bad weather, and refueling. The timing shall be done by the Superintendent or his designee for the longer A.M. or P.M. route, and by the driver on the shorter route. The timing shall be done by the same person for all drivers if at all possible.

13.15 Bus Aides: Bus Aides will be assigned to a bus if all other disciplinary procedures have been explored by the building principal. Disciplinary procedures will be as follows: Conference with the driver and the student; conference with parents; five (5) day suspension from school-provided transportation. Documentation of all processes must be on file. On buses which provide special transportation for either developmental or behavioral handicapped students, an aide will be used at the discretion of the driver and principal as justification.

13.16 The Employer will provide a fund in the amount of $1,500.00 per year to cover all expenses related to the re-certification as well as required background checks (FBI/BCI) for all regular bargaining unit bus drivers, including bargaining unit sub drivers. All bills submitted for reimbursement must be turned in to the treasurer by August 31 of each year and payment will made during the month of September on a prorated-basis. The fund will be non-accumulative.

13.17 Trip ticket(s) shall be issued at least ten (10) working days in advance of scheduled trip(s). Trip tickets for rescheduled events shall be issued within 24 hours.

13.18 If a trip is canceled, notice shall be given by 1:00 P.M. the day of the trip or the driver shall receive route pay.

ARTICLE 14
HOURS OF WORK

14.1 All employees working for the Board of Education shall be guaranteed at least the amount of hours and comparable pay for the hours specified in their contract.

14.2 Hours of work will not be reduced because of Christmas, Thanksgiving, or Easter vacation for all forty (40) hour employees.

14.3 All employees shall receive pay for all negotiated holidays. If the holiday falls on Saturday, the employee will get Friday off. If the holiday falls on Sunday, the employee will bet Monday off. If the holiday falls on Sunday and Monday, the employee will get the preceding Friday off. All nine (9) month employees will receive three (3) personal leave days and all twelve (12) month employees will receive three (3) personal leave days per year in compliance with Article 29 of this Agreement.

14.4 All employees shall receive pay for all holidays in compliance with Article 27 of this Agreement.

ARTICLE 15
OVERTIME

15.1 All overtime shall be offered to employees, recognizing seniority using the following formula:

15.2 All overtime work shall be posted five (5) days in advance if possible. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location.

15.3 If an employee within a job location declines overtime, it shall be offered to the Senior employee within the job classification that the overtime is needed.

15.4 All hours over forty (40) in one week shall be paid at the rate of time and one-half (1 ½). All work scheduled on Sunday shall be paid at the rate of double time the rate of pay.

15.5 Extra hours worked by the custodial staff for outside groups will be paid at time and one-half (1 ½) plus the Board's share of retirement.

ARTICLE 16
JOB DESCRIPTION

16.1 Each employee will be furnished with a job description.

ARTICLE 17
CALAMITY DAYS

17.1 All 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.

17.2 Any employee that performs work for the Board or reports to work shall be paid time and one-half (1 ½) for calamity hours or days worked.

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

17.4 Make-up days due to calamity to be paid in June paycheck.

ARTICLE 18
PAY DAYS

18.1 All employees' pay shall be calculated and paid over a twelve (12) month period.

18.2 When payday falls on a holiday, the preceding day shall be payday, with the employee receiving his pay during the normal hours of his/her shift.

18.3 When any employee other than twelve (12) month, gets paid the twelve months, he/she shall have his/her benefits prorated also.

18.4 Paychecks/Direct Deposit Notice shall be in sealed envelopes when school is in session and will be mailed to employees at Board's expense when school is not in session.

ARTICLE 19
CLASSIFICATION PAY

19.1 The Board agrees that if any employee is requested to and does perform work that normally performed by an employee holding a higher classification, that, such employee shall receive the rate of pay normally paid the higher classification employee after the first day or for the duration of vacation.

19.2 Any such assignment shall be for a period of time (one time) to perform work vacated by absence of a regular employee, or in the event the request is to perform work of an employee on vacation, it shall be for the duration of the vacation.

ARTICLE 20
SHIFT PAY(Custodians Only)

20.1 Any employee that works a shift or part of a shift that is other than normal shift, shall be paid an additional thirty (30) cents per hour over the regular rate of pay for all hours after 6:00 P.M.

20.2 Employees receiving shift differential on a regular basis prior to any period of compensation absence (vacation, holiday, etc.) shall have such shift differential included in their compensation during such absence.

Any assigned shift that begins and ends between the hours of 6:00 A.M. and 5:00 P.M. constitutes a normal shift.

ARTICLE 21
SALARIES

21.1

Base Pay Rates:	2012/13	2013/14	2014/15
Custodians	$13.40	$13.50	$13.60
Library Aide	$13.26	$13.36	$13.46
EMIS/Guidance	$13.26	$13.36	$13.46
Cooks	$12.01	$12.11	$12.21
Head Cooks	$12.54	$12.64	$12.74
Mechanical/Maintenance Custodian	$16.38	$16.48	$16.58
Bus Drivers	$14.43	$14.53	$14.63
Building Secretaries	$13.73	$13.83	$13.93
LDC Secretary	$13.73	$13.83	$13.93
Educational Aides	$12.01	$12.11	$12.21

The Board shall increase base pay rates effective September 1 of each contract year as reflected on the above chart.

Effective September 1, 2012 all bargaining unit member's salaries shall increase

by an additional ten cents ($.10) on the base.

Effective September 1, 2013 all bargaining unit member's salaries shall increase by an additional ten cents ($.10) on the base.

Effective September 1, 2014 all bargaining unit member's salaries shall increase by an additional ten cents ($.10) on the base.

Head Cooks work day will be extended one (1) hour per day to permit them adequate time to perform their duties.

21.2 Additional Experience steps: The salary steps will include the following experience:

Years	
1	base plus 2%
2	base plus 4%
3	base plus 6%
4	base plus 8%
5	base plus 10%
8	base plus 11%
10	base plus 12%
12	base plus 13.5%
15	base plus 15%
17	base plus 17.5%
20	base plus 20%
25	base plus 25%

The experience step which applies to a specific employee will be determined by the employee's seniority with the employer as defined in Section 11.4 (i.e. total year of service in all classifications since last date of hire.) This provision will only apply to employees who change classifications after September 1, 1998.

Those employees whose experience step is not equal to their total years of service will be advanced three experience steps effective September 1, 1998 provide this level would not exceed the employee's total years of service, in which case the employee would be advanced the required number of experience steps to equal his or her total years of service.

For those employees hired after September 1, 1998, the Board of Education will pay the following contribution towards all insurance programs:

15-17 hours per week – 25%
1-14 hours per week – 0%

21.3 SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD:
The Board of Education of the Wolf Creek Local School District herewith agrees with OAPSE to pick-up utilizing the salary reduction method contributions to the School Employee's Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

A. The amount to be "picked up" on behalf of each employee shall be an amount equal to the state mandated limits for deduction affecting the employee's gross annual compensation. The employee's annual compensation shall be reduced by the Board for the purpose of State and Federal tax only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall become effective and shall apply to all compensation including supplemental earning thereafter.

D. The parties agree that should the rules and regulations of the IRS, 16 or the retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee, employer contributions.

ARTICLE 22
ASSOCIATION LEAVE

22.1 The Association shall be granted leave with pay for its members to perform professional association duties that cannot be performed at times other than normal school days.

22.2 Such leave will be granted upon written notice from the Association President at least one (1) week in advance, to the Office of the Superintendent.

22.3 Such written notice shall include the name of the Association representative(s), date(s) leave is requested and place and function for which the leave shall be used. This leave will be limited to three (3) days for two (2) people, and shall be extended for special convention business.

ARTICLE 23
SICK LEAVE

23.1 Each person employed by the Board shall be entitled fifteen (15) days of sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month up to two hundred fifteen (215) days maximum.

23.2 Sick leave may be used for absence due to personal illness, doctor's appointment pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall be accumulated for the period of time that an employee works for the Board of Education.

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

23.4 An employee may transfer up to five (5) days sick leave in any one (1) year to any other employee who has exhausted his or her accumulated sick leave as a result of an extended illness or injury. A doctor's statement of need for an employee's extended absence shall be required. The Local Union President shall provide a list of employee names and number of donated days to the Treasurer. A maximum of forty (40) days of sick leave may be transferred to the benefit of an employee. The transferred days will not act as accumulated sick leave for the employee. This will be on a volunteer basis only.

ARTICLE 24
ASSAULT LEAVE

24.1 An employee who is absent due to disability resulting from a clearly unprovoked attack upon said employee which assault occurs on Board premises, or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the Superintendent, or his designee, be granted up to thirty (30) working days assault leave. Said employee shall be maintained on full-pay basis. Assault leave may not be granted under this policy unless the employee in question:

A. Has a signed, written statement justifying the granting of assault leave. Said statement shall be upon Board-provided forms.

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

ARTICLE 25
LEAVE OF ABSENCE

25.1 Upon written request, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive years for education or professional or other purposes, and shall grant such leaves where illness or disability is the reason for the request.

25.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.

25.3 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 within a year from his employment as a replacement, he/she shall receive credit for his length of service with the Board during such replacement period.

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

ARTICLE 26
MATERNITY LEAVE

26.1 An employee shall be granted a leave of absence of one year, without pay, for maternity absence upon presenting to the Employer:

A. A doctor's written statement verifying the term of pregnancy.

B. A written request for a maternity leave of absence, accompanied by a doctor's statement of approval specifying the initial date of maternity leave and the anticipated date of return.

26.2 Such leave may be extended for a period up to one (1) additional year upon written application.

26.3 Insurance and other fringe benefits may be continued during such leave at the expense of the employee, if the insurance carrier permits.

ARTICLE 27
HOLIDAYS

27.1 All twelve (12) month employees shall receive the following days off with pay:

A.	New Year's Day	F.	Veteran's Day
B.	Good Friday	G.	Thanksgiving Day
C.	Memorial Day	H.	Friday following Thanksgiving
D.	July 4th	I.	Christmas Eve
E.	Labor Day	J.	Christmas Day

All employees who work less than twelve (12) months shall receive the following days off with pay:

A.	New Year's Day	E.	Thanksgiving Day
B.	Memorial Day	F.	Friday following Thanksgiving
C.	Labor Day	G.	Christmas Eve
D.	Veteran's Day	H.	Christmas Day

* Memorial Day will be a paid holiday for nine (9) month employees only if they are required to work a day after Memorial Day but prior to the beginning of the following school year. This provision will not apply if the day worked after Memorial Day is a day scheduled because of the make-up of a calamity day.

ARTICLE 28
VACATIONS

28.1 Regular eleven (11) and twelve (12) month employees, after service of one (1) year, shall be entitled, during each year thereafter, to vacation leave with full pay, for two (2) calendar weeks. Employees continuing in the employ of the Board of Education for ten (10) or more years shall be entitled to three (3) weeks with pay, fourteen (14) or more years entitles the employee four (4) weeks vacation with pay. Bank two (2) weeks for no more than one (1) year.

28.2 Employees entitled to vacation under this provision shall be permitted to schedule and take vacations at anytime with the following restrictions:

A. Thirty days written advance notice given to principal
B. Only one employee in a given classification in a building will be off at any given time when school is in session.

28.3 Upon separation from employment or death, the Board shall compensate employees for all accrued and unused vacation leave not to exceed the total balance of thirty (30) days.

ARTICLE 29
PERSONAL DAYS

29.1 On July lst of each year, nine (9) month employees shall be credited with three (3) days to be used for the employees' personal business. Each twelve (12) month employee shall be credited with three (3) days to be used for the employees' personal business. Any personal days not used by the employee will be reimbursed at substitute rate for that classification. If more than one (1) employee within a classification requests personal leave for the day, only one (1) employee shall be granted use of that personal day. The employee who first submitted a written request <u>to his or her building principal</u> for use of the personal leave day shall be granted that leave day, unless the Superintendent determines that an emergency exists.

29.2 Any employee planning to use personal leave shall notify his principal of such intent the day before.

29.3 Such leave as provided in this policy shall be non-accumulative.

ARTICLE 30
WORKERS COMPENSATION

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

30.2 PICK-UP: In the event an employee suffers a work-related injury or illness for which he receives Workers Compensation benefits, the Employer shall continue to pay the employee's portion of the current premiums for medical insurance, dental insurance, and life insurance. The Employer shall also pay to the employee a sum equal to the difference between this Workers Compensation benefit, and his regular salary, but in no event shall the amount paid by the employer exceed one-third (1/3) of the regular salary. The premium payment and salary augmentation payment shall continue for the time that the employee receives Workers Compensation, but in no event shall the payments for insurance exceed twelve (12) months from the end of the month in which the injury or illness first occurs, nor will the salary augmentation payments exceed twelve (12) months from the date of injury.

ARTICLE 31
INSURANCE PROGRAMS

31.1 HOSPITALIZATON AND MAJOR MEDICAL

The Board will pay ninety percent (90%) of family or single hospitalization, surgical, and major medical insurance. In the event that the Board desires changing the carriers on the insurances OAPSE Chapter 504 shall be included in the selection process. The Board and OAPSE shall mutually agree on a new carrier. This consent enables either party to request for the insurance to be reviewed each year through the adopted procedure, but does not constitute the opening of contract negotiations.

Employee co-pays and deductibles will be as follows:

a. Office co-pays-twenty dollars ($20.00)
b. Health insurance deductibles for the 2012/13 school year:
   In Network: $200.00/$400.00
   Out of Network: $450.00/$850.00

Health insurance deductibles for the 2013/14 and 2014/15 school year:

In Network: $500.00/$1000.00
Out of Network: $1000.00/$2000.00
(See Appendix)

31.2 DENTAL PROTECTION

The Board will continue the present level of protection in all classified personal. The Board will pay ninety percent (90%) the premium.

31.3 PRESCRIPTION CARD

The Board will pay ninety percent (90%) on a pharmaceutical card. This card will cover all but ten dollars ($10.00) of the cost of generic drugs, twenty dollars ($20.00) for the cost of name brand drugs and all but twenty dollars ($20.00) of the cost of non-formulary drugs. If a generic equivalent is available the employee shall pay only the generic co-pay for any prescription. Employees shall be reimbursed for prescriptions according to the current practice. This card shall be turned in to the Superintendent on the last day an employee works if he/she terminates his/her employment during the regular school year. If the employment is terminated at the end of the year the employee must turn in the card by June 30th.

31.4 The Board will provide a $25,000.00 Life Insurance policy for each member of the classified staff, at Board expense. If allowed by the Company, the employee can buy more term insurance at the same (current) rate from the carrier and pay the cost themselves by payroll deduction.

31.5 The Board shall implement a Section 125 plan to enable employees to tax shelter the employee's contribution to the cost of health insurance benefits and other medical costs which comply with Section 125 of the Internal Revenue Service rules.

31.6 Any bargaining unit member who provides proof of coverage under any other Insurance Plan shall be eligible to waiver coverage under the Board's Group Plan annually by September 30. If they so waive; they will receive an annual payment of four thousand ($4,000.00) dollars. The payment will be made on the last pay roll period in June of each year provided the employee had remained off the Board's Group Plan the entire year. Members of the same household with both employed by the Board shall not be eligible to participate.

ARTICLE 32
FAMILY MEDICAL LEAVE ACT (FMLA)

32.1 The parties to this agreement shall have all rights and obligations provided under the FMLA. After an employee has exhausted all other leaves provided under this Agreement, an employee may request FMLA leave.

ARTICLE 33
TRAVEL ALLOWANCE

33.1 The Board will pay OAPSE employees the rate as approved in board policy for all Employees per mile for any travel approved by the Superintendent for travel (beyond back and forth to school) required by job description.

ARTICLE 34
SEVERANCE PAY

34.1 The Board of Education shall grant severance pay to each retiring employee or employee's beneficiary in case of employee's death while an employee of the Board. Retirement shall be defined as actual retirement from the Ohio State Employees Retirement System and have officially applied and have been approved by the System for retirement benefits. The retiree shall be paid a benefit calculation of one-fourth (1/4) of their accumulated sick leave computed at the actual rate of pay earned for a day's work, excluding extended service or pay for additional duties, to a maximum as follows:

A. An employee having ten (10) years of service with the state or any political subdivision thereof….30 days.

B. An employee having fifteen (15) or more years of service in the Wolf Creek Local School District….35 days.

C. An employee having twenty (20) or more years of service in the Wolf Creek Local School District….40 days.

D. An employee having twenty-five (25) or more years of service in the Wolf Creek Local School District….45 days

An employee having twenty (20) or more years of service in the Wolf Creek Local School District will have in addition to the above per diem pay (34.1C and D) forty-five (45) days subtracted from their total accumulated sick leave (example: 175-45=130 divided by 2=65 X a per diem rate of $70.00=$4550.00) and that figure will be multiplied by a fixed figure of $70.00. The maximum for this calculation cannot exceed five thousand nine hundred fifty dollars ($5,950.00).

ARTICLE 35
REQUIRED DRUG AND ALCOHOL TESTING FOR CDL HOLDERS

35.1 The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The Board shall comply with the requirements of applicable federal laws and bargaining unit members shall have all the rights and obligations provided under applicable federal laws.

35.2 Time spent by a bargaining unit member responding to a required random selection or post-accident test, including travel time from the school site, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable.

35.3 A confirmed positive alcohol or controlled substance test result shall be grounds for termination of an employee. Bargaining unit members subject to this provision shall be afforded all rights and protections provided for in this Agreement concerning disciplinary procedures and appeals.

ARTICLE 36
OCCUPATIONAL SAFETY AND HEALTH ACT(OSHA)

36.1 The Board shall comply with applicable provisions of state law regarding OSHA and bargaining unit members shall have all rights and obligations provided under applicable state OSHA laws.

ARTICLE 37
PROCEDURE FOR CONDUCTING NEGOTIATIONS

37.1 TEAMS – The Board, or the designated representative of the Board, will meet with the representative designated by the Association for the purpose of discussing and reaching Agreement. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited to a reasonable number, limit six (6). Neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiation.

37.2 CONSULTANTS – Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

37.3 EXPENSES – The expense of such consultants shall be borne by the party requesting or hiring them.

37.4 COPIES – Necessary clerical assistance may be provided if both parties agree and, if such is the case the cost will be shared equally by the Board and the Association. Copies of the Contract will be furnished by the Board.

37.5 EXCHANGE OF INFORMATION – Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

37.6 REQUEST FOR MEETINGS – 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. Such request shall be made no earlier than 120 calendar days prior to the contract termination date.

37.7 SUBMISSION OF ISSUES – All issues for negotiations shall be exchanged by the parties at the first meeting. No additional issues shall be submitted by either party following the third meeting, unless agreed to by both parties.

37.8 NEGOTIATIONS PROCEDURES – The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings as well as the times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.

37.9 CAUCUS – Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party of a period of time within which to caucus in privacy.

37.10 NEWS RELEASES – News releases during negotiations, prior to any declaration of impasse, shall be made only by mutual agreement of the parties.

37.11 PROTOCOL – No action to coerce, censor, or penalize any participate in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

37.12 ITEM AGREEMENT – As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each team. Such initialing shall be construed as tentative agreement by both parties on that item, or issues, subject to finalization by ratification by the membership of the Association and adoption by the Board of Education.

37.13 AGREEMENT – When as agreement is reached through negotiation, 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 Association and the Board for ratification and adoption. When adopted 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's representative and by the Association's representative.

37.14 DISAGREEMENT - In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

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.

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

The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediator and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an Agreement between the parties.

The Mediator has not authority to bind either party to any agreements.

Settlement of disagreements will not include fact finding as defined in Ohio Revised Code 4117.

ARTICLE 38
BOARD POLICY MANUAL AND MINUTES

38.1 Chapter #504 of OAPSE shall be provided with a Board Policy Manual by way of the website, along with all updates and changes as they occur. The Board shall notify the Local President of all updates and changes as they occur. The Chapter shall also receive a copy of the minutes of all Board of Education meetings upon request.

ARTICLE 39
AIDES TRANSFER AND BUMPING

1) Educational aides who bid on a position working with an individual student shall remain with that student until one of the following occurs:

A. student leaves the district

B. student no longer requires aide services

C. employee bids out of position

D. employee is bumped from his/her position by a more senior aide in a lay-off procedure.

2) If a student leaves the district the aide assigned to the student shall have bumping rights to bump any aide with less seniority.

3) If a student no longer requires aide services the aide assigned to the student shall have bumping rights to bump any aide with less seniority.

4) As long as Wolf Creek Local School District pays for the student's education the aide will remain assigned to the student, i.e. Ewing/MRDD/WCCC.

5) If an employee is bumped from his/her current position by a more senior employee due to lay-off or other reason the displaced employee may bump any aide with less seniority.

6) Positions shall be bid according to Article 10 Vacancies, Promotions and Transfers of the current bargaining agreement whenever a student requiring aide services enters the Wolf Creek School District.

7) If the hours of a current aide position are changed (increased or decreased) by more than thirty (30) minutes, the position shall be bid according to Article 10 Vacancies, Promotions and Transfers of the current bargaining agreement.

8) If an aide is bumped or displaced from his/her current position and cannot fulfill the duties of any other aide position(s) for which he/she would be eligible to bump due to physical demands of the position the aide may choose to take a voluntary layoff. If an employee takes a voluntary lay-off he/she must accept the next available position for which he/she is qualified and will retain but not accumulate all seniority during the layoff.

ARTICLE 40

DURATION

This contract shall be effective on September 1, 2012 and shall expire on August 31, 2015.

FOR THE BOARD		FOR THE UNION	
Signature	Date	Signature	Date
Dom Kors	8-20-12	Dale L. Hill	9-26-12
Signature	Date	Signature	Date
Neal W Huck	8-20-12	Catherine A. Crock	10/1/12
Signature	Date	Signature	Date
Hugh A Arnold	8/20/12	Roger Wells	10/1/12
Signature	Date	Signature	Date
Roger Th. Woak	8/20/12	Clarissa M Baker	10/1/12
Signature	Date	Signature	Date
Rachel Mullen	8/20/12	Janice Schaad	10/1/12
Signature	Date	Signature	Date
Bob Uchell	8/20/12		
Signature	Date	Signature	Date
Signature	Date	Signature	Date

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is by and between the Wolf Creek Local School District Board of Education (Employer) and the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO and its Local 504 (Union).

WHERE AS, The Employer and the Union entered into a Collective Bargaining Agreement effective September 1, 2008 through August 31, 2010; and

WHERE AS, The Union and the Employer have discussed and tentatively agreed to an extension of the Current Bargaining Agreement (September 1, 2008 through August 31, 2010) and the one year extension agreement (September 1, 2010 through August 31, 2011) for one additional year effective September 1, 2011 through August 31, 2012;

Therefore, the Employer and the Union Agree to the following:

The Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO, its Local 504, and the Wolf Creek Local School District Board of Education enter into this Agreement to be effective from September 1, 2011 through August 31, 2012. The terms and conditions of the employment governing the employees in the bargaining unit (Local 504) represented by the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO shall be the same as those set forth in the current Negotiated Agreement (September 1, 2008 through August 31, 2010) and the extension agreement (September 1, 2010 through August 31, 2011) between the parties which will expire by its terms on August 31, 2012 with the following understanding and exceptions:

The 2009-2010 salary schedules shall be applicable to the current contract year (2011 through 2012) such that there shall be no increase in the base salary; however, all bargaining unit employees shall receive any and all other negotiated salary increases including applicable step increases.

The Memorandum of Understanding shall become effective upon the signing of this Agreement.

For OAPSE Local 504:	For Wolf Creek Local School District Board of Education:
_____	_____
Local 504 President	Superintendent of Wolf Creek Local School District
Date Signed_____	Date Signed_____

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is by and between the Wolf Creek Local School District Board of Education (Employer) and the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO and its Local 504 (Union).

WHERE AS, The Employer and the Union entered into a Collective Bargaining Agreement effective September 1, 2008 through August 31, 2010; and

WHERE AS, The Union and the Employer have discussed and tentatively agreed to an extension of the Current Bargaining Agreement of one additional year effective September 1, 2010 through August 31, 2011;

Therefore, the Employer and the Union agree to the following:

The Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO, its Local 504, and the Wolf Creek Local School District Board of Education enter into this Agreement to be effective from September 1, 2010 through August 31, 2011. The terms and conditions of the employment governing the employees in the bargaining unit (Local 504) represented by the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO shall be the same as those set forth in the current Negotiated Agreement (September 1, 2008 through August 31, 2010) between the parties which will expire by its terms on August 31, 2011 with the following understanding and exceptions:

The 2009-2010 salary schedules shall be applicable to the current contract year (2010 through 2011) such that there shall be no increase in the base salary; however, all bargaining unit employees shall receive any and all other negotiated salary increases including applicable step increases.

This Memorandum of Understanding shall become effective upon the signing of this Agreement.

For OAPSE Local 504:	For Wolf Creek Local School District Board of Education:
_____	_____
Local 504 President	Superintendent
Date Signed_____	Date Signed_____

INDEX

Article	Article	Page No.
Preamble/Purpose	Article 1	1
Recognition	Article 2	1
Dues Deduction	Article 3	2
Board Rights	Article 4	4
Discipline Procedure	Article 5	4
Personnel Files	Article 6	5
Grievance Procedure	Article 7	6
Labor Management Meetings	Article 8	8
Evaluations	Article 9	8
Vacancies, Promotions, Transfers	Article 10	9
Layoff-Recall Policy	Article 11	10
Physical Examinations	Article 12	11
Bus Routes	Article 13	12
Hours of Work	Article 14	14
Overtime	Article 15	14
Job Description	Article 16	15
Calamity Days	Article 17	15
Pay Days	Article 18	15
Classification Pay	Article 19	16
Shift Pay	Article 20	16
Salaries	Article 21	16
Association Leave	Article 22	18
Sick Leave	Article 23	18
Assault Leave	Article 24	19
Leave of Absence	Article 25	19
Maternity Leave	Article 26	20
Holidays	Article 27	20
Vacations	Article 28	21
Personal Days	Article 29	21
Workers Compensation	Article 30	22
Insurance Programs	Article 31	22
Family Medical Leave Act (FMLA)	Article 32	24
Travel Allowance	Article 33	24
Severance Pay	Article 34	24
Required Drug and Alcohol Testing	Article 35	25
Occupational Safety & Health Act (OSHA)	Article 36	25
Procedure for Conducting Negotiations	Article 37	25
Board Policy Manual & Minutes	Article 38	27
Aides Transfer and Bumping	Article 39	27
Duration	Article 40	29

INDEX

Article – Alphabetical Order	Article	Page No.
Aides Transfer and Bumping	Article 39	27
Assault Leave	Article 24	19
Association Leave	Article 22	18
Board Rights	Article 4	4
Board Policy Manual & Minutes	Article 38	27
Bus Routes	Article 13	12
Calamity Days	Article 17	15
Classification Pay	Article 19	16
Discipline Procedure	Article 5	4
Dues Deduction	Article 3	2
Duration	Article 40	29
Evaluations	Article 9	8
Family Medical Leave Act (FMLA)	Article 32	24
Grievance Procedure	Article 7	6
Holidays	Article 27	20
Hours of Work	Article 14	14
Insurance Programs	Article 31	22
Job Description	Article 16	15
Labor Management Meetings	Article 8	8
Layoff-Recall Policy	Article 11	10
Leave of Absence	Article 25	19
Maternity Leave	Article 26	20
Occupational Safety & Health Act (OSHA)	Article 36	25
Overtime	Article 15	14
Pay Days	Article 18	15
Personal Days	Article 29	21
Personnel Files	Article 6	5
Physical Examinations	Article 12	11
Preamble/Purpose	Article 1	1
Procedure for Conducting Negotiations	Article 37	25
Recognition	Article 2	1
Required Drug and Alcohol Testing	Article 35	25
Salaries	Article 21	16
Severance Pay	Article 34	24
Shift Pay	Article 20	16
Sick Leave	Article 23	18
Travel Allowance	Article 33	24
Vacancies, Promotions, Transfers	Article 10	9
Vacations	Article 28	21
Workers Compensation	Article 30	22

APPENDIX

Payable no later than the second pay in September of 2013 OAPSE Bargaining Unit members carrying the Single Insurance Plan will receive $200.00 minus all Deductions (taxes, Medicare, Retirement) while all other (Family, Employee/Spouse, Employee/Child) will receive $400.00.