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AGREEMENT

between the

WAPAKONETA CLASSIFIED ASSOCIATION

and the

WAPAKONETA BOARD OF EDUCATION

Effective July 1, 2013 thru June 30, 2015

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ARTICLE 1.00 – RECOGNITION

1.01 The Board of Education of the Wapakoneta City Schools, hereinafter referred to as the Board, recognizes the Wapakoneta Classified Association, hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following unit.

1.02 The bargaining unit includes all regular full-time or part-time non-supervisory classified personnel employed in the following classifications: Custodial, Maintenance (grounds, maintenance) Secretarial, Para-educators: Instructional Aides, Library Aides, Elementary/Technology or Media Aides, Monitors, Office Aides, Drivers (bus, van), Mechanic, Food Service Worker, Cafeteria Manager and Assistant Cafeteria Manager.

1.02.01 Specifically excluded from the bargaining unit are the following: Superintendent, Assistant Superintendent, Business Manager, Treasurer, Secretary to the Superintendent, Secretary to the Assistant Superintendent or Business Manager, Director of Operations, transportation supervisor, and supervisor of maintenance, vehicle supervisor, employees of the Treasurer's office (not to exceed three (3) employees, the food service supervisor, and Operations Building Secretary.

1.02.02 The recognition shall remain in effect for the term of the contract.

1.03 Right to Join or Not to Join – Classified staff have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee, nor is the payment of dues, fees, or assessments.

1.04 The following definitions apply to this Agreement unless expressly provided otherwise:

1.04.01 The "Association" or "Union" means the Wapakoneta Classified Association.

1.04.02 The "Board" means the Wapakoneta City School District Board of Education and its administrators and other authorized to act on its behalf.

1.04.03 "Days" means calendar days.

1.04.04 "District" means Wapakoneta City School District.

1.04.05 "Employee" means any member of the bargaining unit.

1.04.06 "Full-time" means a bargaining unit member who is regularly employed at least thirty (30) hours per week. This definition governs all sections of this agreement except where a specific full-time definition is given.

1.04.07 "Part-time" means a bargaining unit member who is regularly employed less than thirty (30) hours per week. This section governs all sections of this agreement except where a specific part-time definition is given.

1.04.08 "District Seniority" – years of continuous service within the Wapakoneta City School District (see Article IX). Calculated from first day worked in bargaining unit.

1.04.09 "Classified Seniority" – years of actual service within a particular classification within the Wapakoneta City School District. Calculated from first day worked in bargaining unit classification.

1.04.10 "Salary schedule step" – step placement on the salary schedule. If an employee transfers classifications, step placement will be at a comparable hourly rate.

1.04.11 "SERS experience" – years of service credit recognized by the School Employees Retirement System (SERS).

ARTICLE 2.00 – NEGOTIATION MEETINGS

2.01 Initiating negotiations – to negotiate a successor agreement, either party may serve a notice to negotiate on the other between sixty (60) and ninety (90) days before this Agreement expires. An agreement will be reached by the Board and the Association within five (5) days of the request as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted. All items proposed by the parties shall be written in full (laundry lists shall be rejected) and submitted to the representatives of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting.

2.01.01 Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall be held between the negotiating teams. Time and dates as used in this article may be changed by mutual agreement.

2.01.02 "Good Faith" Negotiations – "Good faith" requires that the Association and the Board be willing to meet at reasonable times and places with the intent to reach agreement. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. "Good faith" requires both parties to recognize negotiations as a shared process.

2.02 Upon reasonable request by the Association, the Board shall supply within a reasonable time all public information.

2.03 Mediation – If the parties fail to reach agreement on a negotiated settlement prior to the expiration date and/or impasse is declared, both parties will jointly request the services of the Federal Mediation and Conciliation Service.

2.04 Item Agreement – As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue. A final written agreement shall be presented to the Association for ratification by the membership and then to the Board for adoption.

2.05 Scope of Bargaining – Matters subject to negotiation shall be wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any provision of the existing Agreement.

2.06 The Association shall, without restriction, select those individuals who shall comprise the Association negotiating team, the total not to exceed five (5), including the recording secretary. Consultants and alternates may be used without restriction.

2.06.01 The Board shall, without restriction, select those individuals who shall comprise the Board's negotiating team, the total not to exceed five (5). Consultants and alternates may be used without restriction.

2.06.02 Each team may also have up to two (2) observers. One night custodian will receive release time if requested 48 hours in advance to the Superintendent.

2.07 No Strikes – The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate, while on Board time, in any strike, slowdown, stay-in or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the term of this Agreement. Upon expiration of this Agreement and after the notice required by O.R.C. 4117.14(D)(2), the Association may strike.

2.07.01 The Board of Education will not lock out employees during the terms of this Agreement.

2.08 Non-Discrimination Provision – The employer shall not discriminate with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political opinions/affiliations or personal life. The employer shall not discriminate against employees because of membership in the union or participation in union activities.

ARTICLE 3.00 – ASSOCIATION RIGHTS

3.01 Exclusive recognition shall entitle the Association to the following organizational rights:

3.02 Use of School Buildings and Equipment – The Association shall have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified at least 48 hours in advance of the time and place of all such meetings.

3.02.01 The Association representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio visual equipment, when such equipment is not otherwise in use. Supplies in connection with such equipment used will be furnished by or paid for by the Association.

3.02.02 Purchase of School Supplies – The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

3.03 Dissemination of Information – The Association or its representatives shall have the right to:

3.03.01 Place notices, circulars, and other material in all bargaining unit members' mailboxes;

3.03.02 Use the inter-school mail system to distribute material of the type described above;

3.03.03 Use in each building a reasonable amount of space or designated existing bulletin boards located in areas readily accessible to and normally frequented by members.

3.04 Dues Deduction

3.04.01 The Association President or designee will provide to the Treasurer of the Board in writing the amount per person per pay to be deducted for dues deductions, and upon written authorization of the employee submitted to the Treasurer of the Board, the Treasurer will begin to make such deductions within thirty (30) days of such notification and authorization. The Association President or designee may also provide such notification to the Treasurer of the Board for employees hired after August of each school year, and the Treasurer will begin to make deductions within thirty (30) days of such notification and written authorization of the employee.

3.04.02 The Association shall defend, indemnify, and hold harmless the Board, its individual members, the Treasurer, and any and all other officers and employees of the Board against any and all claims arising from or in any way related to the deduction of dues under this Article.

3.05 Personnel Directory – The administration will provide all classified staff members with a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

3.06 Printing and Providing Copies of the Contract – The administration will provide a copy of this contract to all classified staff members at the time of this agreement, or at the time of employment.

3.07 School Board

3.07.01 Meeting Notice and Agenda – The President of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.

3.07.02 Association Participation – A representative of the Association shall be permitted to address the Board during the Board meeting at the time for public comment. The Association may also arrange to be placed on the agenda by submitting a written request seventy-two (72) hours in advance of the meeting to the Superintendent. Such request must indicate the item(s) to be discussed.

3.07.03 Minutes and Other Public Documents – The President of the Association will be supplied with minutes of all regular Board meetings and the monthly Treasurer's report and a copy of all changes to Board policy.

3.08 New Staff

3.08.01 Names and addresses of newly-employed classified staff members shall be provided to the Association President and Treasurer within fifteen (15) days following Board approval of their contract.

3.09 Rights of Access to Members During School Hours – The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit job sites. Either prior to or immediately upon the President's or Consultant's arrival at any site, the President and/or the Consultant shall advise the supervisor or, in his/her absence, the acting building administrator, of his/her desire to visit the site. Such permission will not be denied but may be delayed only if the visit, at the time desired, will interfere with the normal assigned duties of the bargaining unit member to be contacted.

3.10 Association Leave – The Board shall authorize up to a maximum of fifteen (15) total days of absence without loss of pay per year (September 1 thru August 31) to the bargaining unit for members to attend arbitration hearings, to represent the Association, or chosen to serve on programs or in an official representative capacity at Association meetings, conferences, or conventions. Such leave may not be used for meetings, conferences, or conventions of any other labor organization. To be valid, an advance request for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee.

3.11 Input Into Policy Changes – A representative of the Association may discuss with the administration any new or modified policies and/or any financial matters during budgetary and appropriation periods. This does not supersede the right of negotiation on any of these items.

3.12 No Reprisal Clause – There will be no reprisals or penalties of any kind taken against or levied upon any bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

3.13 School Calendar – The President of WCA or a designee will become a Board appointee to the calendar committee.

3.14 Committee Participation – WCA will be given the opportunity to participate on all committees that deal with the terms and conditions of employment for bargaining unit members.

3.15 Representation Fee Contingency

3.15.01 Effective immediately, if on September 30 of any given year the Association has attained at least a thirty-three percent (33%) level of its employee membership as verified by the Treasurer, the Board will agree to deduct for that year from the paychecks of such employees who have elected to not join the Association a representation fee in accordance with the Ohio Revised Code and the below-listed procedure. Once that thirty-three percent (33%) level is attained, the Association must retain such level of membership each subsequent year thereafter (September 30 review date with the Treasurer), and if not, then the Board will cease from deducting a representation fee for that year. With the effective date of this contract, all new employees will be subject to this representation fee.

3.15.02 Employees who work less than full-time, shall pay pro-rata dues and pro-rata representation fees according to the following:

Employees working more than half-time of the regular work day pay full dues and representation fees;

Employees working half-time of the regular work day, but more than one-quarter of the regular work day, pay one-half of the regular dues or representation fees; and

Employees who work one-quarter or less of the regular work day pay one-quarter of the regular dues or representation fees.

3.15.03 Subject to this Article, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a representation fee for the Association's representation of such non-members.

3.15.04 The Association President or designee will provide to the Treasurer of the Board in writing the amount per person per pay to be deducted for the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, and the entity to remit to, and the Treasurer will begin to make such deductions within thirty (30) days of such notification. The Association President or designee may also provide such notification to the Treasurer of the Board for employees hired after August of each school year, and the Treasurer will begin to make deductions within thirty (30) days of such notification.

3.15.05 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

3.15.06 The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board, its individual members, the treasurer, and any and all other officers and employees of the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision. In order to avoid any potential conflicts of interest, the Board and its employees retain the right to employ their own legal counsel to assist in any legal matters involving this provision.

ARTICLE 4.00 – GRIEVANCE PROC EDURE

4.01 A grievance is defined as an allegation by a grievant that there has been a violation, misinterpretation, or misapplication of any term of this written contract.

4.02 A grievant may be a classified employee, or group, or the Association with the same grievance.

4.03 Work day or days, as used in this Grievance Procedure, shall not include Saturdays, Sundays, school holidays or calamity days.

4.04 To resolve differences, the Board and the Association shall utilize the following procedure:

4.04.01 Informal Procedure – Within ten (10) work days after the occurrence of the acts or conditions giving rise to the grievance, the grievant shall first discuss the grievance informally with the immediate supervisor who has the authority to bring about a solution to the grievance. Said discussion shall be confidential and conducted personally. The immediate supervisor shall provide a verbal response to the grievant within five (5) work days of the informal discussion.

4.04.02 Formal Procedure

4.04.03 Step 1: Not later than twenty (20) work days after the occurrence of the acts or conditions giving rise to the grievance, the grievant shall submit to his/her immediate supervisor a completed grievance form. A copy of the completed form shall be given to the grievant and to the Association. Within ten (10) work days, the administrator shall meet with the grievant in an effort to resolve the grievance. Within ten (10) work days of said meeting, the administrator shall indicate in writing his/her disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

4.04.04 Step 2: If the grievant is not satisfied, or if no disposition of the grievance has been made within the time limits set forth in Step 1, the grievant and/or his/her representative may, within ten (10) work days submit a copy of the grievance, along with the administrator's written disposition, if one was given, to the Superintendent. Within five (5) work days after the filing of the grievance at Step 2, the Superintendent shall meet with the grievant for the purpose of resolving the matter. Within ten (10) work days of said meeting, the Superintendent shall indicate in writing his/her disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

4.04.05 Step 3: Arbitration – In the event that the grievance is not satisfactorily adjusted at Step 2, Wapakoneta Classified Association shall determine whether to appeal the grievance to arbitration, making such appeal by filing with the Superintendent a copy of a written notice of appeal to the American Arbitration Association. The request shall be made within ten (10) work days of the receipt of the response at Step 2 or the failure of the Superintendent to timely respond. Any grievance not appealed to arbitration within the ten (10) work day limit above shall constitute waiver of such grievance.

4.04.06 The parties may mutually or individually request the American Arbitration Association to submit the names of at least seven candidates to serve as arbiter. Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.

4.04.07 The arbitrator may not add to, alter, or delete from the terms of the bargained contract. The arbitrator shall have such power and authority as may be required to render an award provided that no such award shall be contrary to law. The arbitrator's award shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost of the services of the arbitrator will be borne equally by the Board of Education and the Association. However, the Association shall not be

assessed any costs of arbitration unless the Association and the grievant or grievants have initially filed the grievance in a joint action.

4.05 Miscellaneous

4.05.01 If the Board of Education administrators named herein to administer this grievance procedure should fail to answer any grievance within the time limits established, then the grievance shall be automatically advanced to the next step. Any grievance not referred to the next step will be considered termination of the grievance.

4.05.02 Copies of grievance forms will be made available in all buildings and supplied on request to individuals.

4.05.03 The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the term of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. If is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant(s) and the Board's representatives shall be final and binding upon the grievant(s), the Association, the Administration and the Board.

4.05.04 Arbitration hearings shall be scheduled so as to avoid the work day of bargaining unit members whenever possible.

4.05.05 No penalties or reprisals of any kind shall be taken against any bargaining unit member in the lawful exercising of his/her rights under the law or this contract.

ARTICLE 5.00 – JOB DESCRIPTIONS

5.01 Job descriptions shall be distributed to all current bargaining unit members upon ratification of this contract and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

5.01.01 Job Title and Description;
5.01.02 Minimum requirements;
5.01.03 Required tasks and responsibilities

5.02 Bargaining unit members will not be required to perform duties that are not reasonably related to their job classification. At the beginning of each school year, the appropriate principal/supervisor responsible for evaluating a particular para-educator will meet with each such para-educator to discuss the applicable items on

his/her job description that will be used as a basis of evaluation for such member during that year. If any changes occur during such year, the principal/supervisor will inform the member of such.

5.03 All new employees will receive a copy of their job description, wage and salary notice, staff directory, calendar, insurance benefits, WCA contract, and any other appropriate employment information.

5.04 A committee jointly composed of representatives from the Association and Board of Education shall be formed to conduct a yearly review of support staff job descriptions, make recommendations for revisions, and place a complete listing of all job descriptions at each building/level for the employees' use.

ARTICLE 6.00 – PROBATIONARY PERIOD

6.01 Each new employee shall serve a probationary period of ninety (90) days actually worked, during which time the Superintendent or his/her designee may discharge the employee at any time without cause and without providing reasons. In the event a probationary employee is discharged, the Association President and employee shall receive a copy of the notice of discharge.

6.02 If any employee is retained after completion of the ninety (90) day actually worked probationary period, he/she may not be discharged except as provided in this Agreement.

6.03 Neither the Association nor the employee may file a grievance to an employee's discipline or discharge during his/her probationary period.

6.04 Probationary periods begin at the date of employment as a regular employee.

ARTICLE 7.00 – STAFF APPRAISAL

7.01 Schedule of Appraisal – The performance of classified personnel shall be evaluated each school year and shall be completed by March 1.

7.02 Purpose of Appraisal – The purpose of the evaluation is:

7.02.01 To facilitate and improve communications and understanding among administration and staff.

7.02.02 To monitor and improve job performance and competency and provide a means for growth through establishment of long- and/or short-range goals.

7.02.03 To provide an opportunity for each staff member to periodically assess his/her performance.

7.02.04 To provide assistance which the staff member may need for growth and self-improvement.

7.02.05 To provide a staff member the means for a better understanding of the scope of one's duties and/or responsibilities.

7.02.06 To provide documentation for promotion or dismissal.

7.03 This annual evaluation process will consist of the following components:

7.03.01 A written evaluation will be completed by immediate supervisor within a reasonable time following the evaluation. If an employee spends time at more than one building, the employee will be informed of the supervisor who will complete his/her evaluation.

7.03.02 Each evaluation will be reviewed by the Superintendent, Assistant Superintendent, or Business Manager prior to presentation to the employee. Any evaluation done by the Assistant Superintendent or Business Manager will be reviewed by the Superintendent.

7.03.03 A conference to review the written evaluation will be held on a mutually agreed time and date between immediate supervisor and employee. The immediate supervisor will present the employee with a copy of his/her evaluation at least twenty-four hours prior to the scheduled conference.

7.03.04 The employee and immediate supervisor will develop a plan of action to address weaknesses and identify assistance needed.

7.03.05 The immediate supervisor will follow up with the employee to determine progress within sixty (60) days.

7.03.06 Each individual will be evaluated on his/her merits.

7.03.07 The annual employee evaluation will be a permanent part of the employee's personnel file.

7.04

Evaluator	Employee Group
Superintendent/Treasurer	Central Office Clerical Employees
Assistant Superintendent or Business Manager	Vehicle Maintenance Employees
Maintenance Supervisor	Maintenance Employees
Transportation Supervisor	Drivers & Bus Monitors
Food Service Supervisor	Food Service Employees

Building Principal	School Clerical Employees, Custodians, Para-educators: Instructional Aides, Library Aides, Technology or Media Aides, Office Aides, and Monitors.

7.04.01 Evaluations done by the Food Service Supervisor will include verbal input from the Cafeteria Manager.

7.05 Each evaluation form shall contain an area for comments by the employee and a signature and date area for the evaluator and his/her immediate supervisor. The employee will be provided a copy of the evaluation form for a period of twenty-four (24) hours after the final evaluation conference in which to write comments. These comments will then be recorded on the original evaluation form by the employee.

7.06 During an evaluation conference, the evaluator will request input from the employee being evaluated with respect to his/her working conditions. The employee may verbally respond to the evaluator or write such input in the comment section of the employee's evaluation form.

7.07 CAMERAS AND OTHER BOARD-OWNED EQUIPMENT – Observations made with Board-owned equipment must be noted and discussed with the employee within two weeks of notification or observation. The employee has the right to attach a written rebuttal to any allegation and to attach a written rebuttal to the allegation which shall remain a physical part of any report regarding the allegation or observation.

7.07.01 Employee may be counseled if inappropriate behavior is observed.

7.07.02 Employee may review videos upon request.

ARTICLE 8.00 – PERSONNEL FILES

8.01 The personnel file of all staff members shall be maintained in the office of the Board. This shall be considered a confidential file to the extent permitted by law and the only official file of recorded information on employees maintained by the Board and administration.

8.02 An employee shall have the right to examine the contents of his/her personnel file(s), to be accompanied by another individual of his/her choice and to receive at Board expense a copy of any or all documents contained therein. Except as otherwise provided herein, no material may be removed from the file without written consent of the Superintendent or his/her designee.

8.03 All materials placed in the personal file(s) of the employee shall include the following:

8.03.01 the date the item was placed in the file;

8.03.02 initials and dates of the employee in whose file the entry is being made and the initials of the administrator placing information in the file.

8.04 An employee shall be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality as is related to the performance of their job and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. The employee shall acknowledge that he/she has read and examined the material by affixing his/her signature to the copy to be filed. However, such signature shall not signify agreement or disagreement with the content of the material. The employee shall also have the opportunity to reply to any such material in a written statement and his/her responses will be reviewed by the appropriate personnel administrator at which time the administrative officer shall expunge the record of the disputed contents or include the rebuttal as part of the record.

8.05 Employees shall be informed of any complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The provisions above shall be applicable to such complaints.

8.06 Anonymous letters or materials shall not be placed in an employee's file(s) nor shall they be made a matter of record.

8.07 The employee shall have the right to indicate those documents in the personnel file(s) which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the Superintendent or his/her designee, materials deemed obsolete shall be destroyed. Information in the personnel file(s) may be removed upon mutual agreement of the employee and the administrator making the entry or the Superintendent.

8.08 Alleged violations, misinterpretations and/or misapplications of the provisions of this Article may be grieved under the Grievance Procedure.

8.09 The employee may submit letters of merit which shall be placed in his/her personnel file(s).

ARTICLE 9.00 – SENIORITY

9.01 Seniority shall be defined as the length of continuous service within the Wapakoneta City School District as a member of the bargaining unit. Food service employees and other classified employees with previous service in food service will be granted credit on the seniority list for continuous service prior to the 1996-97 school year. Accumulation of seniority shall begin from the bargaining unit member's first working day with the Wapakoneta City Schools. A paid holiday shall be counted as the first working day in applicable situations. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the

seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

9.01.01 The employee with the first day worked; then

9.01.02 The employee with the earliest date of employment (date of hire);

9.01.03 The date and time shall be placed on the application form of all prospective new employees. After the Board acts to employ, this date and time will be used to decide seniority of all future bargaining unit members.

9.01.04 Ties existing between employees will be decided by drawing lots.

9.02 For purposes of this provision, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

9.02.01 Custodial
9.02.03 Maintenance (grounds, maintenance)
9.02.03 Secretarial
9.02.04 Para-educators: Instructional Aides, Library Aides, Elementary Technology/Media Aides
9.02.05 Driver (Bus, Van)/C.D.L.
9.02.06 Mechanic
9.02.07 Food Service Worker
9.02.08 Cafeteria Manager
9.02.09 Assistant Cafeteria Manager
9.02.10 Office Aides/Monitors

9.03 The Employer shall prepare, maintain and post the seniority list annually. The seniority list shall be prepared and posted conspicuously in all buildings of the District. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

9.03.01 State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.

9.04 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or voluntary transfer to a non-bargaining unit position.

9.05 For the purpose of Reduction in Personnel, Layoff and Recall, a bargaining unit member with the least District seniority in the affected classifications will be laid off. If this bargaining unit member has previous service in another classification within the Wapakoneta City School District, he/she may displace a less senior bargaining unit member in that classification. The displaced employee will be placed on the same experience step held prior to displacement.

ARTICLE 10.00 – VACANCIES, TRANSFER AND REASSIGNMENT

10.01 Vacancies and Promotions

10.01.01 A vacancy shall be defined as a newly-created position or a present position that is not filled. The decision that a vacancy exists is the exclusive determination of the Board of Education or its designee.

10.01.02 All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) calendar days. Said position shall contain the following information:

a. Job title
b. Starting date
c. Pay scale
d. Hours to be worked (when appropriate for certain classifications)
e. Classification
f. Minimum requirements

10.01.03 Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period. The Employer shall notify eligible bargaining unit members (i.e., currently or previously employed in the posted job classification as identified in the current seniority list) of vacancies occurring during the summer months (June, July, August) by sending notices to those employees.

10.01.04 Vacancies shall be filled by the most qualified candidate based on the following criteria:

a. Job requirements
b. Job interview
c. Individual education, training and qualifications
d. Previous job references
e. Job related licenses and certification
f. Civil Service examinations (See Sections 10.03 and 10.08 of Article 10.00)
g. Seniority
h. Where the foregoing factors are equal between all applicants, vacancies shall be filled with the most senior applicant from within the bargaining unit.

10.01.05 After the expiration of the posting period, the Employer will make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

10.02 Assignment and/or Transfer – The Superintendent shall have the authority to assign or transfer any employee in accordance with law and the needs of the school system and this article.

10.03 In the event of an emergency, any employee may be transferred on an interim thirty (30) work day basis. The transfer may be extended upon mutual agreement of the employee, immediate supervisor and an Association Representative in no longer than thirty (30) work day increments. In no case shall the emergency transfer last longer than the emergency itself. The employee will be returned to his/her former position at the end of the emergency. The employee may be returned to his/her former position at any time during the emergency transfer.

10.04 Any person who is transferred from one building to another, or from one position to another, will be granted the courtesy of a conference before the transfer is made, unless an emergency demands immediate transfer. Conferences will then be the next work day.

10.05 Every employee assigned or transferred shall have forty (40) days actually worked probationary period in the new position. The employee may be returned to his/her former position by the Superintendent at the conclusion of the forty (40) days.

10.06 Bargaining unit members shall not be placed on a lower step (wage scale) due to an involuntary transfer, except if it is part of a reduction in force.

10.07 The parties agree that involuntary transfers of bargaining unit members shall not be arbitrary and capricious.

10.08 The parties agree that the Superintendent will work with the Wapakoneta City Civil Service Commission to develop an objective means of assessing applicants' skills, the testing of applicants, and the submitting of the test results to the Superintendent to be used in the selection process of the most qualified applicant for vacant positions in the Wapakoneta City Schools. All bus drivers, bus mechanics, and para-educators are excluded from this provision. Food service employees working less than 4 hours are also excluded from this provision.

ARTICLE 11.00 – REDUCTION IN FORCE

11.01 To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for performance reasons.

11.01.01 To the extent that reductions are not achieved through attrition and when by reason of decreased enrollment of pupils, return to duty of regular employees after leaves of absence, closing or suspension of schools or territorial changes affecting the District, changes in the curriculum, or a substantial lack of financial resources, the Board of Education decided that it will be necessary to reduce the number of employees, it may make a reduction in accordance with the provisions of this Article.

11.02 No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force (RIF) unless said bargaining unit member shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff. In the event of

a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification in accordance with Seniority, as defined in this Agreement. The non-probationary bargaining unit member with the least District seniority in the affected classification will be next laid off. If this bargaining unit member has previous service in another classification within the Wapakoneta City School District, he/she may displace a less senior bargaining unit member in that classification. To qualify to bump into another classification, the bargaining unit member must have previous service with the Board in that classification and an opportunity to meet minimum job qualifications as listed in the job description. When the RIF is for the next school year, the laid off employee who has previous service will be given from April 30 to the next school year to meet minimum qualifications. When the RIF occurs at any other time, the laid off employee and the administration will determine a mutually-agreed time frame for the employee to meet minimum job qualification. In no case shall a new employee be employed by the employer while there are laid off bargaining unit members within the affected classification.

11.03 A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer. Laid off bargaining unit members shall be recalled by classification series in order of seniority, with the most senior being recalled first. A bargaining unit member shall be maintained on the recall list for a period of twenty-four (24) months. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

11.04 A recalled bargaining unit member shall be given seven (7) calendar days from the date on which the Board's offer is post marked to accept the offer of reinstatement. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work. Bargaining unit members recalled are obligated to take said work. A bargaining unit member who declines recall shall forfeit his/her seniority rights. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff, but this shall not break a member's continuous service.

11.05 Through June 30, 2009, no outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee of the Board outside the bargaining unit may be used to eliminate an employee's job or reduce the regular work hours of an employee. However, the Board reserves the right to assign bargaining unit work to other employees, or to temporary, casual, intermittent or seasonal employees where the Board determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs, to conduct training, instruction, or inspection, where no qualified employee is available during his/her regular work hours.

11.06 In the event that a building were opened or closed, the Labor Management Committee will discuss options of displaced workers to be assigned considering the following variables: seniority, current shift assignment, number of Hours worked, and the needs of the district. The potential displaced workers will be invited to the Labor Management Committee Meeting that discusses their reassignment with their input.

ARTICLE 12.00 – WORKING CONDITIONS

12.01 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

12.02 Any Board-required professional leave will be reimbursed at actual cost. An itemized list for all expenses, accompanied by receipts, shall be submitted within one week after return to duty in order to receive reimbursement.

12.03 Bargaining unit members will not be required to perform duties that are not reasonably related to their job classifications.

12.04 Full-time bargaining unit members are guaranteed a thirty (30) minute daily lunch period. Every effort will be made to assure that it is duty-free. If it is not, the member is still entitled to take a total of thirty (30) minutes per day for lunch. If an employee is receiving a paid lunch, the employee must stay in the building and be available for work.

12.04.01 Full-time employees are entitled to twenty (20) minutes break per day, up to a maximum of ten (10) minutes at any one time. Not to be used as an extension of lunch time.

12.04.02 Breaks – Part-time employees who work four (4) or more consecutive hours per day are entitled to a ten (10) minute break per day.

12.05 Any bargaining unit member who works more than four (4) hours per day may receive a thirty (30) minute daily lunch period, if they so choose. Every effort shall be made to assure that it is duty-free. If it is not, the member is still entitled to take a total of thirty (30) minutes per day for lunch.

12.06 Mileage Reimbursement

12.06.01 Bargaining unit members who are pre-approved to travel on school business shall be paid mileage according to IRS regulations. The mileage reimbursement rate will be the IRS rate in effect as of July 1 each year. A mileage chart developed by the Board, with input from the Association, will be used to approximate and approve mileage allowing for extenuating circumstances. Miles to and from a bargaining unit member's home are not reimbursable.

12.07 CPR and/or basic first aid classes will be made available annually to bargaining unit members.

12.08 Training and Certification/Licensure Hourly Bonus

12.08.01 The Board will pay the cost of attending training/in-service that is Board required or training/in-service that is mandated by the state and is Board approved. If the actual time (excluding lunch and travel time) for this training/in-service is outside the employee's regularly scheduled hours, the employee will be paid at their regular rate of pay, unless the employee is eligible for overtime.

Additional training needed to fulfill a job requirement due to changes in a job description of an employee's current position shall be provided at Board expense.

a. The Board will pay for up to $40.00 for a required background check renewal that is passed by the employee. The Board will not pay for the initial pre-employment background check.

12.08.02 Certification/licensure hourly bonus for current employees required to obtain a license and/or other certification as approved/required by Superintendent/Board of Education.

a. Wapakoneta City Schools will pay for the cost of class tuition and applicable hourly rate while such class is in session and hours to take such test. Hotel and meal accommodations, if required, and approved by Superintendent, will be paid by standard school policy.

b. Such employee will be required to pass the certification/licensure requirements. If required to go through training again for certification/licensure, employee will pay for such cost (see Article 12.08.2f below). Wapakoneta City Schools will pay the cost of certification/licensure renewal and refresher costs required.

c. Upon date of issuance of any required certification/licensure, the employee will notify the District of such and then, from that point on and subject to Article 12.08.2f, the appropriate hourly bonus will be applied to his/her hourly rate in accordance with the applicable salary schedule.

d. The Superintendent reserves the right to require which positions or employees within a classification require certification/licensure to meet the needs of the District and State requirements.

e. When a job opening occurs in a position that requires certification/licensure, the person awarded the position, whether being a current employee from another classification or an individual outside the school system, must obtain the required certification/licensure at his/her own expense. Once obtained,

Article 12.08.2c will apply. An example of such is the policy consistent with new employees in need of a pesticide license.

f. If the employee loses any required certificate/license, the applicable hourly bonus will be rescinded effective upon the date of the loss of the certificate/license and such loss may affect the employee's employment status with the District. Any recertification would be at employee's expense.

12.08.03 Change Hourly Salary Schedule Based on the Following:

Level I	100% (base hourly bonus rate)
Level II	120% (of Level I hourly bonus rate) Applies to Assistant Cafeteria Manager with Safety and Sanitation Certification
Level III	140% (of Level I hourly bonus rate) Applies to Cafeteria Manager with Safety and Sanitation Certification; BOC Certification
Level IV	160% (of Level I hourly bonus rate) Applies to employees with all categories of Pesticide License
Level V	180% (of Level I hourly bonus rate) Water License

12.09 If an employee is on a Superintendent approved committee and a meeting is set during an employee's normal working hours, the employee shall receive release time.

ARTICLE 13.00 – WORK YEAR, WORK WEEK, WORK DAY

13.01 The minimum contract work schedule shall consist of the following, inclusive of paid holidays.

Classification	Minimum Work Days	Holidays	Paid Vacation
Para-educators: Instructional Aides, Library Aides, Elementary Technology/Media Aides,	178	10 (no July 4)	No
Office Aides/Monitors	178	10 (no July 4)	No
*Driver (Bus, Van)	178	10 (no July 4)	No
Special Needs Driver	As needed	N/A	N/A
Custodian, Maintenance, Mechanic	247	13	Yes
Custodian – Central Office/High School	247 (2 hrs/day)	13	Yes

Central Office (12 mo.)	193 (6 hrs/day)	10 (no July 4)	No
High School (9½ mo.)			
9½ MONTH SECRETARIES	191	10 (no July 4)	No
10 MONTH SECRETARIES	203	10 (no July 4)	No
10½ MONTH SECRETARIES	213	10 (no July 4)	No
12 MONTH SECRETARIES	241	13	Yes
HOURLY CAFETERIA WORKER			
Elementary, Middle School	178	10 (no July 4)	No
High School	178	10 (no July 4)	No
ASSISTANT CAFETERIA MGR			
Elementary, Middle School	179	10 (no July 4)	No
High School	181	10 (no July 4)	No
CAFETERIA MANAGER			
Elementary, Middle School	179	10 (no July 4)	No
High School	181	10 (no July 4)	No

* Minimum day 178 or up to 180 based on seniority

In the event legislation permits the reduction of the number of school days, the parties agree that the reduction of the minimum number of work days shall not be arbitrary and capricious.

13.02 The length of the workday will continue for all current positions or flex-time (work time different from the regular work schedule) if mutually agreed upon, except Para-educators, Monitors, or Office Aides, for the duration of this Agreement, except in the event of a reduction in force as set forth in this Agreement.

ARTICLE 14.00 – LEAVES OF ABSENCE

14.01 Sick Leave – Each bargaining unit member shall accumulate sick leave at a rate of one and one quarter (1¼) days per month up to a total of fifteen (15) annually. Bargaining unit members may accumulate sick leave at a maximum of two hundred thirty (230) days.

14.02 Personal Leave – The Board of Education shall establish an administrator who shall rule on all requests for personal leaves. The bargaining unit member shall inform the proper administrator of his/her intention to use personal leave at least forty-eight (48) hours before taking such leave, except in emergencies at the earliest possible time so that a substitute may be secured, if necessary. Personal leave shall not be deducted from the member's personal illness day. Personal leave shall not be taken immediately before or after a holiday or on any of the following days:

1) day before school starts
2) first and last day of school
3) day before or after any teacher inservice days
4) day before or after Christmas break
5) day before or after President's Day
6) day before or after spring break
7) day before Good Friday or the Monday following Easter day

14.02.01 Each bargaining unit member will be allowed three (3) days without loss of salary to transact personal business or attend to affairs of a personal nature. If substitutes are not available, no more than ten percent (10%) of a classification will be approved for personal leave on the same day. If a classification has fewer than ten (10) employees, no more than one (1) employee within that classification will be approved for personal leave on the same day.

14.02.02 However, the Superintendent may grant an exception to any of the above restrictions provided the staff member explains the situation in writing and where the need for the leave day is due to circumstances beyond the control of the staff member and all other personal days or other applicable leaves have been exhausted.

14.02.03 During each school year, a bargaining unit member who works in more than one classification each day only shall be able to take the equivalent of three (3) "working days" off in each classification in which he/she works. Thus, a member who works in more than one classification can only take a pro-rated amount of personal leave time off in each classification based on the member's daily work schedule in each classification.

14.02.04 Fraudulent use of personal leave shall be considered grounds for reprimand and/or suspension without pay and may result in termination proceedings.

14.02.05 Personal leave forms shall be available on the District website.

14.02.06 If a member has any unused personal leave days in a given fiscal year, then the member will be compensated at one hundred twenty-five percent (125%) of the appropriate classified substitute rate of pay for any such unused days by July 31.

14.03 Court Leave

14.03.01 The Board shall pay an employee the difference between the employee's regular salary and any remuneration received by the employee of jury duty service. Alternatively, the employee may endorse his/her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his/her contract(s).

14.03.02 Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that: (a) neither the employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court appearance is somehow connected with the employee's employment or school activities (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in

a school activity or where the employee is subpoenaed to be a witness in child custody litigation).

14.03.03 Such leave shall not be deducted from the employee's sick leave or personal leave, except that an employee may use his/her personal leave for an absence required by court subpoena that does not come within the terms of paragraph 2. Personal leave in such circumstances may be used before or after a holiday or vacation period.

14.04 Bereavement Leave – Each employee may use up to six (6) days of sick leave and/or unused personal leave during a school year to attend to funeral arrangements or to attend the funeral of any of the following persons in the employee's immediate family: spouse, fiancé, child/stepchild, grandchild/step-grandchild, parent/stepparent, parent-in-law, brother/stepbrother, sister/stepsister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, niece, nephew, aunt and uncle. If any employee has no accumulated sick leave, he/she shall be advanced six (6) days of sick leave, to be earned through future service, to attend to funeral arrangements or to attend the funeral of any of the relatives listed in this paragraph. Such bereavement leave shall be without loss of pay or benefits to the employee.

14.05 Unpaid Leave of Absence

14.05.01 Upon the written request of an employee who has exhausted his/her accumulated sick leave, supported with satisfactory evidence from a physician to justify the leave, the Board shall grant an unpaid leave of absence because of physical or mental disability. The leave may be for an indefinite period of time not to exceed two (2) years or for a definite period of time not to exceed two (2) years. The leave may be renewed upon the employee's request, not to exceed two (2) years. An employee who has been granted an indefinite leave of absence for reason of physical or mental disability shall be returned to active status upon thirty (30) days' prior notice to the Board and doctor's certification of ability to return to active service.

14.05.02 Upon written request, and in accordance with this paragraph, an employee shall be granted a leave of absence for the purpose of maternity leave or for the care of an infant child. The leave shall be deemed as unpaid leave of absence. This leave shall begin on a date specified by the employee, but the employee's written application for the leave must be submitted to the Superintendent sixty (60) days before such date unless emergency arises (i.e., early maternity delivery). Before beginning the leave, the employee must advise the Superintendent in writing of the anticipated date of return from the leave. The leave of absence shall not exceed one (1) year. The employee may return to active service before the anticipated expiration date if thirty (30) days prior notice is given.

14.05.03 For purpose of seniority, an employee on a leave of absence shall not advance in seniority but said employee's continuity of service shall not be disrupted. An employee shall not be given experience credit on the salary schedule for the period of such leave.

14.05.04 An employee on leave of absence shall be permitted to purchase at no cost to the Board of Education, insurance benefits that are provided by the Board of Education. An employee on leave of absence shall reimburse the board of Education for any contribution the employer is required to make to the SERS on behalf of such employee for the term of such leave if such employee opts to contribute to the SERS for the period of such leave.

14.05.05 An employee returning from a leave of absence shall be restored to a position within his/her classification.

14.06 Deduct Days – Employees may be approved for no more than three (3) unpaid "deduct" days per school year for special reasons if approved by the Superintendent or designee at least seventy-two (72) hours in advance. Employees with unapproved deduct days and other unaccountable absences (i.e. no shows) will be subject to discipline, up to and including termination. For purposes of this provision, deduct days does not mean any extended bus trips.

14.07 Assault Leave

14.07.01 An employee who suffers a physical injury that is caused by an assault while performing job duties required by the Board may be granted assault leave for up to ten (10) days per school year provided the employee is not eligible for workers' compensation or disability retirement.

14.07.02 The employee must furnish a signed statement on prescribed forms to receive assault leave. Falsification of said statement is grounds for suspension and termination of employment. A statement from a licensed physician must also be provided stating the nature of the injury and the estimated length of time the employee is unable to work. The Board may require a second medical examination by a physician of its choice.

14.07.03 Use of assault leave shall not result in loss of pay and shall not be deducted from sick leave or personal leave.

14.07.04 The assaulted employee will notify the building principal and cooperate with any investigation. The Board acknowledges the right of any employee to file charges against any student, parent, guardian, or other person who assaults, threatens, menaces or harasses the employee or who vandalizes the employee's real or personal property.

14.08 Potential 12-Month Employee Make-Up Day Leave

14.08.01 If during the course of a school year, due to the need to make up school days because of exceeding the permitted number of calamity days for a

school year, President's Day is made a calamity make-up day and, thus, twelve (12) month employees who were not originally scheduled to work on that day, but because of the make-up day are required to work that day, the following will occur:

14.08.01.1 The twelve (12) months employees will work on that make-up day on President's Day and receive compensation for that work day at their regular rate of pay.

14.08.01.2 As a result of working such day, the twelve (12) month employees will accumulate a non-paid make-up day which must be taken as a day off when students are not in session and not later than the start of the next school year. The make-up day shall not carry over into the next school year. In addition, no more than ten percent (10%) of a classification will be approved for make-up day leave on the same day. In order to request such leave, the employee must fill out a vacation leave form and indicate on such form that the employee is requesting the non-paid make-up day.

ARTICLE 15.00 – UNREQUESTED MEDICAL LEAVE OF ABSENCE

15.01 Without request from an employee, the board may grant a leave of absence and renewals thereof to any bargaining unit member because of physical or mental disability to perform assigned duties, but such employee may have a hearing in accordance with the following:

15.01.01 In the case of an employee who, in the opinion of a supervisor, is unfit to do the employee's work to the minimum standards of the District, the employee will be offered the opportunity to use accumulated sick leave, seek disability retirement, or apply for an unpaid medical leave.

15.01.02 If the employee will not voluntarily choose one of those options, the Board may require the employee to submit to an independent medical examination by a medical doctor of the employee's choice that is licensed by the State of Ohio in the local geographical area at the Board's expense.

15.01.03 Pending the results of the independent medical examination, the Superintendent may suspend the employee with pay and all benefits until the Board takes action.

15.01.04 Upon receiving supporting medical documentation for the unrequested leave of absence, the Superintendent will have a conference with the employee in question to review the information concerning the matter, share the medical documentation, and state the Superintendent's recommendation to the Board.

15.01.05 The employee shall have an opportunity for a hearing before the Board.

15.01.06 The Board, following the hearing, may take action to place the employee on a leave of absence, without pay and Board paid benefits, for a period of not more than two (2) consecutive school years.

15.01.07 If the employee wants to return to work and resume the contract status held prior to the leave of absence, the employee must supply the Board with supporting medical documentation which includes passing a physical examination by a medical doctor licensed by the State of Ohio. The Board will review the employee's request and documentation and take appropriate action.

ARTICLE 16.00 – ATTENDANCE

16.01 An employee who has completed an entire year (July 1 through June 30) without the use of a sick leave day may elect to receive either a one-time bonus at the substitute per diem rate of pay or roll over an additional sick leave day into the employee's sick leave accumulation up to the maximum contained in Section 14.01 of Article 14.00 (Leaves of Absence). For each consecutive year of not using a sick leave day, an employee may elect to receive either a one-time bonus of the substitute per diem rate times the number of consecutive years of non-used sick leave days or roll over such number of days (i.e., three (3) consecutive years of non-use of sick leave = three (3) days that can be rolled over) into the employee's sick leave accumulation, subject to the maximum. Any payout at the substitute per diem rate will be paid by the end of the given fiscal year or, if the member is a twelve (12) months employee, then by July 31.

ARTICLE 17.00 – CALAMITY DAYS

17.01 The Superintendent shall determine whether to close a school or all schools because of epidemic, weather emergency or other public calamity.

17.02 Twelve (12) months employees are to report to work when schools are closed for an emergency unless they are given notice by telephone call or radio announcement not to report to work. Those employees shall receive their normal hourly rate of pay for authorized work time that day. With approval, if an employee is unable to arrive on time on a calamity day, the employee's shift will begin when the employee does arrive and/or the employee may schedule with his/her supervisor to make up the time. If the Auglaize County Sheriff prohibits travel due to a snow emergency or if the Superintendent determines that road conditions are too hazardous, employees will not be required to make up the time.

17.03 All other employees shall not report to work unless called in by the Superintendent or their immediate supervisor. Employees who mutually agree to report shall receive their normal hourly rate of pay plus a premium of one-half (½) times their normal hourly rate. Employees who do not report to work due to calamity day and who are

required to work one or more days to make up for those calamity days shall not be paid for the make-up days.

17.04 If students are released from school and schools are closed because of an emergency after a school day has begun, employees must remain at school until they complete their normal work assignment or are released by their immediate supervisor.

17.05 Employees are not to report to work prior to their regular, assigned time. If an employee reports to work at their regular assigned time on a calamity day after school has been canceled, the employee will not receive additional compensation unless requested to work by their immediate supervisor.

ARTICLE 18.00 – VACATIONS

18.01 Full-time twelve (12) months employees shall be granted paid vacation time, to be granted as follows:

Years Employed	Paid Vacation Days
1-6	10 days
7-8	12 days
9-14	15 days
15-19	18 days
20 and over	20 days

18.02 Vacation time may accumulate up to twenty-five (25) days maximum. The Board reserves the right to limit the number of employees who may take vacation at any particular time. Vacation days will be granted based on the earliest day of request. Vacation may be scheduled with the supervisor a maximum of 365 days in advance. In instances where two (2) employees request the same vacation period on the same day and the number of employees who want off at the same time is an issue with the Board, the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date.

18.03 Vacation requests must be submitted in writing to the employee's immediate supervisor at least five (5) work days before the proposed vacation. Vacation may only be taken if approved by the appropriate supervisor and/or by the Superintendent or his/her designee.

18.04 Vacation time will be earned solely on the basis of length of employment with the Wapakoneta City School District Board of Education in a full-time twelve (12) month position.

18.05 Upon resignation or retirement, a bargaining unit member shall be paid for all unused vacation time based upon his/her rate of pay at that time.

ARTICLE 19.00 – HOLIDAYS

19.01 All bargaining unit members shall receive the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day.

19.02 Twelve (12) month employees would also receive President's Day, the Fourth of July and the day after Christmas.

ARTICLE 20.00 – PAYCHECKS/DEDUCTIONS

20.01 Paychecks/Distribution – All members of the bargaining unit shall receive twenty-six (26) paychecks during the contract year. This change in number of paychecks shall be transitioned beginning with the 2012-13 school year.

20.01.01 All pay will be by direct deposit. Notices of direct deposit will be emailed to members of the bargaining unit. Upon request of the employee, notice of direct deposit will be mailed.

20.02 Deductions – The payroll deductions will be provided at no cost to the bargaining unit member if the bargaining unit member provides to the Treasurer in writing the amount of deduction per pay and the entity to remit to.

20.03 Tax Sheltering Employees SERS Contributions – The Board of Education of the Wapakoneta School District herewith agrees with the Wapakoneta Classified Association to pick-up (assume and pay) contributions to the School Employees Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

20.03.01 The amount to be picked-up and paid on behalf of each employee shall be of the employee's required contribution to SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board, but at no cost to the Board.

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

20.03.03 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.

20.03.04 The pick-up shall become effective with the new wage rates scheduled and shall apply to all compensation including overtime.

20.03.05 Each bargaining unit member will be responsible for compliance with Internal Revenue Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

20.04 Annual Wage Notice – Each employee shall receive an annual wage notice in accord with the provisions of the Ohio Revised Code. The wage notice shall identify the current step on the salary schedule.

ARTICLE 21.00 – WAGES AND OVERTIME

21.01 Wages shall be paid in accordance with Appendix A.

21.01.01 If a particular assignment is required by law or the Superintendent to hold an Associate Degree in a related field, the assignment shall receive a fifty cent ($.50) per hour premium. No employee covered by this Agreement shall receive a step increase for the 2012-2013 school year and thereafter until a successor Agreement alters, amends, or changes this step freeze.

a. A $150.00 stipend will be paid to each full time employee for each year of the contract 2013-2014 and 2014-2015. A $75.00 stipend will be paid to each part time employee for each year of the contract 2013-2014 and 2014-2015. The stipend will be paid in the first pay check of December. Anyone employed by the Wapakoneta Board of Education as of September 1 of each contract year will receive this stipend.

21.02 The following conditions shall apply to all overtime work:

21.02.01 Time and one-half (1.5) will be paid for all hours worked over forty (40) hours in one (1) week and all hours worked on Saturdays, Sundays, and Holidays. The employer shall make a reasonable effort to offer overtime to all qualified employees on an equitable basis.

21.02.02 Sick leave and holidays shall count toward hours worked.

21.02.03 All other paid leave shall not count toward hours worked.

21.02.04 Overtime and/or extra hours must be authorized in advance by the employee's supervisor or other appropriate administrator.

21.03 Severance

21.03.01 Bargaining unit members who present evidence of retirement from active service with the Board shall be granted severance pay for their accrued but unused sick leave days. Bargaining unit members will receive twenty-five percent (25%) of their accrued but unused sick leave, up to a maximum total of fifty-seven and one-half (57½) days' pay.

21.03.02 "Retirement" means service retirement under the School Employees Retirement System (SERS) and does not include disability retirement. In order to qualify for severance pay, the bargaining unit member shall have served ten (10) or more years of active service with the Wapakoneta City

School District and been approved for service retirement no later than thirty (30) calendar days after the final day of employment with the Board.

21.03.03 Severance pay shall be forwarded to the retired employee on or before February 1, in one installment, in the next tax year following retirement. Such payment shall be made only to any bargaining unit member and shall extinguish all accumulated sick leave credit for said bargaining unit member.

21.03.04 If a bargaining unit member who has at least ten (10) years of service to Wapakoneta City Schools dies while actively employed by the Board of Education, severance pay will be paid to the employee's estate within ninety (90) days of employee's death.

21.04 Retirement Incentive – Effective with the 2010-11 school year, the following retirement incentive shall go into place:

21.04.01 In addition to and separate from severance pay, any qualifying bargaining unit member with thirty (30) years service credit will be provided a retirement incentive equal to one and one third (1-1/3) days severance pay for each year of active service to the Wapakoneta City Schools, not to exceed forty (40) days and any qualifying bargaining unit member with twenty-five (25) years service credit will be provided a retirement incentive equal to one (1) day severance pay for each year of active service to the Wapakoneta City Schools, not to exceed twenty-five (25) days, provided the bargaining unit member has at least ten (10) years of service to the Wapakoneta City Schools as a member of this bargaining unit, five (5) of which must be consecutive and in paid status immediately prior to retirement.

21.04.02 To qualify for this incentive, a bargaining unit member who is eligible by June 30 for retirement under the State Employees' Retirement System (SERS) must give written notice to the Superintendent by no later than March 1 of the year he/she first becomes eligible for "retirement" under SERS. Retirement must be effective prior to the start of the succeeding school year.

21.04.03 "Retirement" for the purposes of this provision means having either: (1) at least thirty (30) years service credit to apply toward pension calculations by the effective date of retirement; or (2) at least twenty-five (25) years service credit to apply toward pension calculations by the effective date of retirement and being fifty-five (55) years of age or older.

21.04.04 A bargaining unit member who is eligible for "retirement" and misses the March 1 deadline forfeits his/her right to this incentive.

21.04.05 The school board will pay the incentive to qualifying bargaining unit members in one lump sum payment. Such payment shall be made in the same calendar year in which the bargaining unit member retires.

21.04.06 A bargaining unit member shall demonstrate by appropriate documentary evidence that such member is eligible for retirement. Such documentary evidence may include a certificate or letter to that effect by SERS.

ARTICLE 22.00 – INSURANCE

22.01 The Board shall purchase hospital-surgical/major medical insurance coverage for each classified employee now or hereafter employed and his/her family, with coverage levels as proposed by the Board and as attached.

22.02 The Board will pay premiums in accordance with the following schedule:

Plan		Board Premium	Employee Premiums
OPTION A	2013-14	85%	15%
	2014-15	85%	15%
OPTION B	2013-14	94%	6%
	2014-15	94%	6%
OPTION C	2013-14	94%	6%
	2014-15	94%	6%

22.02.01 With respect to part-time employees, the Board will pay fifty-five percent (55%) and the part-time employee will pay the remainder of the monthly premiums for either option.

22.02.02 For purposes of this health insurance benefit Article only, part-time employee means an employee who works fifteen (15) or more but less than thirty (30) hours per week.

22.02.03 If the insurance consultant indicates the premiums will increase more than 9% in any year after 2010 through 2014 and 6.5% in plan year 2015, the Insurance Committee identified in Article 22.06 shall determine, by majority vote, what plan design changes to make to bring the premium funding increase in at 9% in any year after 2010 through 2014 and 6.5% in plan year 2015. Failure to make or bring in a premium increase at or below 9% in any year after 2010 through 2014 and 6.5% in plan year 2015 will result in the increase to be passed on to the employee by payroll deduction. This is in addition to the employee cost for the insurance.

22.02.04 The Board shall have the right to implement a Medical Expense Reimbursement Plan (MERP).

22.03 Dental Insurance – The Board will pay eighty-six percent (86%) of the premium for 2013-14 and eighty-five percent (85%) of the premium for 2014-15 for all full-time employees. The Board shall pay fifty percent (50%) of the cost of the insurance for all employees who work fifteen (15) hours or more but less than thirty (30) hours per week.

22.04 Vision Coverage

The Board will offer the current vision plan to employees on a voluntary basis, and the Board will pay One Hundred Dollars ($100.00) of the annual premium toward this coverage.

22.05 Life Insurance – The Board shall pay one hundred percent (100%) of the cost of forty thousand dollar ($40,000) Term Life Insurance.

WAPAKONETA CITY SCHOOL DISTRICT
SUMMARY OF INSURANCE SPECIFICATIONS

Group Medical – Full-Time	**Option A Group Health Core PPO Option**		**Option B Group Health HSA Option**	
BENEFIT COMPARISON	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Embedded/Non-Embedded	Embedded		Non-embedded	
Individual Deductible	$500	$1,000	$1,250	$3,000
Family Deductible	$1,000	$2,000	$2,500	$6,000
Individual Co-Insurance Percent	90%	70%	100%	70%
Family Co-Insurance Percent	90%	70%	100%	70%
Individual Out-of-Pocket Maximum	$1,000	$6,000	$1,250	$8,000
Family Out-of-Pocket Maximum	$2,000	$12,000	$2,500	$16,000
Physician Office Visit	$25 Copay	Ded. then 70%	Ded. then 100%	Ded. then 70%
Specialist Office Visit	$35 Copay	Ded. then 70%	Ded. then 100%	Ded. then 70%
Preventive Care Services	Covered in full	Ded. then 70%	Covered in full	Ded. then 70%
Emergency Room	$100 Copay	$100 Copay	Ded. then 100%	Ded. then 100%
Urgent Care	$40 Copay	Ded. then 70%	Ded. then 100%	Ded. then 70%
RX – Generic	$10 Copay	50%, min $60	Ded. then 100%	50%, min $75
RX – Formulary	$35 Copay	50%, min $60	Ded. then 100%	50%, min $75
RX – Non Formulary	$60 Copay	50%, min $60	Ded. then 100%	50%, min $75
RX – Tier 4	25% to a max of $150 Copay	50%, min $60	Ded. then 100%	50%, min $75
Mail Order Generic	$20 Copay	Not Covered	Ded. then 100%	Not Covered
Mail Order Formulary	$87.50 Copay	Not Covered	Ded. then 100%	Not Covered
Mail Order Non-Formulary	$180 Copay	Not Covered	Ded. then 100%	Not Covered
Mail Order Tier 4	25% to a max of $150 Copay	Not Covered	Ded. then 100%	Not Covered

Note: The Board may change the plan coverage for options B and C at its discretion.

Group Medical – Full-Time	Option C Group Health PPO Option	
BENEFIT COMPARISON	**In Network**	**Out of Network**
Embedded/Non-Embedded	Embedded	
Individual Deductible	$3,000	$6,000
Family Deductible	$6,000	$12,000
Individual Co-Insurance Percent	100%	70%
Family Co-Insurance Percent	100%	70%
Individual Out-of-Pocket Maximum	$3,000	$8,000
Family Out-of-Pocket Maximum	$6,000	$16,000
Physician Office Visit	$30 Copay	Ded. then 70%
Specialist Office Visit	$50 Copay	Ded. then 70%
Preventive Care Services	Covered in full	Ded. then 70%
Emergency Room	$150 Copay	Ded. then 100%
Urgent Care	$50 Copay	Ded. then 70%
RX – Generic	$10 Copay	50%, min $75
RX – Formulary	$35 Copay	50%, min $75
RX – Non Formulary	$60 Copay	50%, min $75
RX – Tier 4	25% to a max of $150 Copay	50%, min $75
Mail Order Generic	$10 Copay	Not Covered
Mail Order Formulary	$87.50 Copay	Not Covered
Mail Order Non-Formulary	$150 Copay	Not Covered
Mail Order Tier 4	25% to a max of $150 Copay	Not Covered

22.05 The Board will provide an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, non-reimbursable medical expenses and child care expense allocations are covered consistent with applicable legal requirements.

22.06 A committee of seven (7) members consisting of the Superintendent, Board Treasurer, two people designated by the Association and three people designated by the WEA will meet as needed to determine insurance consultants, review insurance data information, monitor rates, monitor customer service and to make recommendations about insurance carriers. All committee members must vote with no abstentions permitted. Other WCA members may attend committee meetings as observers.

22.07 Upon approval of the Superintendent, members of the Health Insurance Committee may be granted paid release time to attend health insurance training sessions at the expense of the Board, and this paid release time will not be counted as Association Leave.

ARTICLE 23.00 – FAMILY AND MEDICAL LEAVE ACT

23.01 All parties agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA).

ARTICLE 24.00 – LABOR MANAGEMENT COMMITTEE

24.01 Four (4) members appointed by the Superintendent and four (4) members appointed by the Association President will meet as needed, not to exceed once per month, to discuss issues related to classified employees. At the request of either party, the labor management committee will meet on mutually agreed dates. The committee may mutually agree to meet with additional people in order to resolve issues. The committee will receive training from the Federal Mediation and Conciliation Service.

24.01.01 If the meeting is set during a member's normal working hours, they will receive release time. At the end of each school year the committee will be evaluated by both groups to determine the effectiveness of the Labor Management Committee. The groups must mutually agree to continue meeting.

ARTICLE 25.00 – INSURANCE OPT-OUT

25.01 A full-time bargaining unit member who is eligible for the Board's health care plan (either single or family) is entitled to receive an annual payment of one thousand ($1,000) dollars for opting not to participate in the Board's insurance plan.

25.02 Payment will be made by the last pay in February. Part-time employees will receive a pro-rated opt-out incentive. Bargaining unit members with spouses employed by the Board are not entitled to the opt-out incentive unless both employees discontinue coverage. Such payment shall be in a separate check.

25.03 Bargaining unit members may re-enroll in the health care plan only during the next enrollment period. If approved by the health care carrier, an employee may re-enroll prior to the enrollment period; however, a pro-rated amount of the opt-out incentive will be deducted from the employee's paycheck.

25.04 Bargaining unit members eligible under Article 25.01 and bargaining unit members that discontinue coverage after the 1997-98 school year will continue to annually receive the opt-out incentives as provided in Article 25.01, 25.02, and 25.03 above.

25.05 Employees hired on or after July 1, 2011, shall not be eligible for the insurance opt-out benefit.

ARTICLE 26.00 – CUSTODIAL & MAINTENANCE ONLY

26.01 Employer shall provide without cost to the bargaining unit member the following: uniforms for custodians and maintenance for each scheduled work day per week. The employee shall wear the Board-provided uniforms.

26.02 Outside Custodial overtime assignment procedure

26.02.01 A list of employees interested in outside-of-building custodial maintenance overtime will be developed three (3) times during the year.

a. July 1 – October 31
b. November 1 – February 28
c. March 1 – June 30

26.02.01.1 Two (2) weeks prior to each of the above time periods, a meeting will be held to disseminate information on outside overtime and to develop a list of interested employees. At this meeting, a seniority list will be developed of interested employees only. During each meeting employees will only sign up for overtime during the next four (4) month period. Employees can drop themselves from the list during the four (4) month time period, but cannot add themselves to the list until the next four (4) month period meeting sign-up time is held. Outside overtime will be assigned by the use of this rotating list. Contacts to employees will be documented.

26.02.01.2 Inside Overtime – Inside building overtime is worked by custodians in that building where the activity is held.

26.02.01.3 Outside Overtime – Outside overtime is not necessarily worked by custodians in that building and is subject to the rotating list.

26.02.01.4 Emergency Outside Overtime – Emergency outside overtime is any overtime that becomes available less than forty-eight (48) hours before the activity. This overtime may be assigned at the discretion of the supervisor and may be offered to a substitute custodian/maintenance employee, if necessary.

26.02.02 The Maintenance Supervisor or designee will be the contact person for these openings.

26.02.03 Building secretaries or principals should contact the Maintenance Supervisor or designee if in-building custodians are not available to work overtime events. Every effort will be made to assign custodial/maintenance employees as soon as possible after the activity is scheduled.

26.02.04 Notice of the bid meeting will be posted two (2) weeks prior to the date of meeting. Custodians must pick up a list of outside overtime jobs that are known by the Maintenance Supervisor. To be eligible for outside overtime during the time period, custodians must attend or be represented by another custodian at the bid meeting.

26.02.05 Upon verbal notice of overtime opportunities that occur after the bid meeting, custodians must respond within six (6) hours to accept or deny the overtime assignment.

26.02.06 The custodian/maintenance employee working an activity is responsible for contacting the building custodian, secretary, and/or principal regarding keys, hours, and duties to be worked. No mileage or time will be paid to obtain this information.

26.02.07 No mileage will be paid to work at another site or to travel to buildings.

26.02.08 If a custodian is unable to work an activity for any reason, he/she will be considered to have used his/her rotational turn.

26.02.09 If any activity coincides with a custodian/maintenance employee's regular shift, he/she will not forfeit his/her rotational turn.

26.02.10 After a custodian/maintenance employee has agreed to work an activity and then is unable to fulfill his/her commitment, he/she is to contact the maintenance supervisor as soon as possible.

26.02.11 Central maintenance employees may be asked to work following building custodians. Outside overtime activities that are maintenance/grounds-related and not germane to a building will be covered by the maintenance/grounds department.

26.02.12 Repeated events will be distributed equally to those interested employees by seniority.

ARTICLE 27.00 – MECHANICS ONLY

27.01 The Employer shall provide without cost to the bargaining unit member the following: uniforms for mechanics for each scheduled work day per week. The employee shall wear the Board-provided uniforms.

27.02 Beyond the regular work-day/work week, once the mechanic has arrived at worksite, a one-hour minimum will be paid.

ARTICLE 28.00 – PARA-EDUCATORS ONLY

28.01 If a para-educator is required by the building principal to attend an IEP meeting or a parent-teacher conference, the employee will be paid at their regularly hourly rate unless eligible for overtime.

28.02 The administration will inform para-educators of in-service opportunities.

28.03 Associate Degree

28.03.01 If a particular para-educator assignment is required by the Superintendent to hold an Associate Degree, that para-educator will receive a sixty-five cent ($.65) per hour premium.

28.04 *Note: In the applicable job description, it will be noted that an employee working as Elementary/Technology and Media Aides, must actually work 7.75 hours per day in addition to being able to take up to a separate half hour duty free lunch.

ARTICLE 29.00 – BUS DRIVERS ONLY

29.01 Regular Trips (routes): are defined as the daily miles for both morning and afternoon public, non-community school pupils, driven from the time the bus leaves storage, completes regular routes and returns to storage. They include noon kindergarten miles and all daily vocational and shuttle miles (O.A.C. 3301-83-01(G)(3) and (4). They will be posted in accordance with the terms of this agreement and be paid according to the schedule contained herein.

29.01.01 Regular bus route drivers will receive two (2) hours minimum pay per run. Special needs route drivers will receive one (1) hour minimum pay per run and be paid in fifteen (15) minute increments.

29.01.02 Temporary Regular Trips (routes) will be assigned on a rotational basis by seniority on a daily basis. Any temporary, regular trips that become available less than 48 hours before the trip may be assigned at the discretion of the Supervisor.

29.02 Driver's Training – If the Board offers bus driver training and designates a bargaining unit member to train potential bus drivers, the rate of pay will be ten dollars ($10.00) per hour. The training of potential bus drivers is not considered bargaining unit work.

29.02.01 Drivers will have the option to accept/decline new potential bus drivers to drive their bus on regular route.

29.03 Reimbursement for Physicals – Actual cost not to exceed seventy-five dollars ($75.00) per school year for reimbursement of physicals (only physicals required for bus certification) by Board approved physicians.

29.04 Reimbursement for License Renewal – The Board will reimburse employees for the cost of renewal of licenses (except for basic drivers' licenses) required for the bargaining unit member to perform his/her job or upon submission of documentation to the Treasurer.

29.05 If a bus or a van driver is not required to run his/her route on a day for any reason but a calamity day or holiday, that driver will not be paid for that day. (Timely, reasonable notification is required. Once the driver has arrived at the job station, he/she will be paid a half hour minimum). If this run is canceled temporarily, this driver will be given first priority as a substitute driver.

29.06 The District will provide a student discipline referral system for bus drivers.

29.07 Per hour rate will be paid to drivers who need to leave home by 5:55 a.m. if they are not contacted by phone tree prior to 5:55 a.m. during inclement weather and there is a delay or cancellation of school. If delay would change from one (1) hour to two (2), then notification should be made by 6:55 a.m.

29.08 There will be no reprimand or disciplinary action taken on drivers who arrive late for their bus duty during inclement weather due to the directive that they do not leave their homes prior to 5:55 a.m. If a two (2) hour delay exists, drivers would not have to leave home prior to 6:55 a.m.

29.09 Buses or vans are to be stored at assigned sites between runs unless driver has received prior approval from the Transportation Supervisor.

29.10 Priority drivers – drivers who live the greatest distance or have the earliest routes will be called first before calling radio stations during inclement weather.

29.11 Buses will be started on 32 degrees F. day or lower or when frosted windows are a problem.

29.12 Work time will be defined as follows:

29.12.01 From beginning of pre-inspection (pre-inspection time [once per day] – 10 minutes)
29.12.02 Drive to first pickup – time to be determined by transportation department. Times will be verified by driving same with a van at 5 mph below speed limit.
29.12.03 Regular route
29.12.04 Last drop-off to bus lot
29.12.05 End of cleanup (10-minute cleanup per day) – Make sure this is done daily!
29.12.06 Plus 15-minute discrepancy time. This will be buffer time for weather-related problems or disputed driving times.

29.13 Driver may take bus home after regular routes if driver is going on an extra trip that evening.

29.14 Mechanics will add oil and/or fluids.

29.15 Supplemental Seasonal Activities Trips are defined as those trips or routes which are a part of supplemental activity outside of the regular bus routes. They will be posted in accordance with the terms of this agreement and be paid according to the supplemental rates. Any driver may sign up. Trips within the season activity will be assigned on a rotational basis based on seniority. If a driver refuses an assigned trip or is unable to take the trip for any reason, the driver must provide at least 48 hours advance notice to the Transportation Supervisor, except in cases of illness. The Transportation Supervisor will then assign the trip to any available driver. There shall be no trading of trips.

29.15.01 Individual extra trips, not a part of a season activity, shall be offered on a rotational basis to drivers who sign up as interested in driving extra trips. A list of interested drivers shall be compiled by August, November and February. The list shall be ordered on the basis of seniority and placed in a conspicuous location.

29.15.02 If a trip is canceled, the driver shall be offered the next available unassigned/open trip. For all trips <u>not</u> canceled within one (1) hour of the pick-up time, the driver shall be paid one (1) hour at the supplemental trip rate.

29.15.03 Extra trip time is defined as the time of the assigned starting time of a trip up through the time of the return point of the extra trip. All trips shall be paid a minimum of two hours, which shall include the cleaning of the bus. No overtime will be paid or computed for any extra trip lasting less than two (2) hours in length. For any extra trip that goes beyond two (2) hours, however, each driver will be paid: 1) a maximum of 15 min. cleaning time at the extra trip rate, 2) 15 min. pre-inspection time on days when a pre-inspection has not already been completed, and 3) 15 min. if the trip begins and ends at Cridersville Elementary School. The extra trip rate of pay will be at ten dollars ($10.00) per hour in accordance with the extra trip time noted above. Vehicles should not be moved during any layover time, except for parking.

29.15.04 When there is a qualified driver available and willing to take a trip, such trip shall not be subcontracted to non-bargaining unit drivers. This paragraph shall not apply to trips which utilize a school van, provided that the driver of the van is the coach or advisor for the team.

29.15.05 Driver Meal Allowance – Drivers taking extra trips that are at least five (5) hours long and that extend beyond normal meal time will be reimbursed up to nine dollars ($9.00) for dinner, provided receipts are submitted.

29.16 Preschool Midday Routes – The accumulation of seniority for these routes shall begin from the bargaining unit member's first working day on the preschool midday route.

29.16.01 Preschool midday routes bus drivers will receive a flat rate as specified in the salary schedule. This is based on a one (1) hour run. Anything over one (1) hour shall be paid in fifteen (15) minute increments.

29.16.02 When a regular driver substitutes for a preschool midday driver, the regular driver shall be paid the regular preschool midday rate.

29.16.03 Drivers, including preschool midday route drivers, will be paid two (2) hours per school year at their hourly rate for completing required paperwork, i.e. routing, rerouting and state reports. These hours will be included in the annual salary notification.

29.18 Drug Testing

29.18.01 Every effort will be made to schedule the random tests immediately following the driver's morning route at Lincoln Medical Center. A school vehicle should be available for use at any other time. The testing site is less than one mile from the High School. In many cases, it will be more miles for the employee to drive to the bus garage to pick up a vehicle than it would be for the driver to drive directly to the testing site. For other testing situations such as reasonable suspension or past accident, the driver will be transported by a school employee such as Transportation Supervisor, Assistant Superintendent, Business Manager, or arrangements made.

29.18.02 The Board will reimburse cost of personal time used in fulfilling guideline requirements at the rate of one (1) hour of "extra trip rate" to all drivers referred for each random testing. This one (1) hour would be paid regardless of length of time spent at testing site and regardless of number of times "pulled" for random testing.

29.18.03 Every effort will be made to avoid conflicts with regular and supplemental trips, and the Board would pay if conflict for random, not reasonable suspicion or post accident.

29.19 The RIF'd kindergarten bus drivers of Wapakoneta City School District will be provided the following guarantees from the school board:

29.19.01 RIF'd drivers of kindergarten bus routes who are current full time bus drivers will have first consideration based on kindergarten seniority if a kindergarten route becomes available;

29.19.02 A kindergarten seniority list of current RIF'd kindergarten bus route drivers will be maintained indefinitely.

ARTICLE 30.00 – FOOD SERVICE ONLY

30.01 The Employer shall provide without cost to the bargaining unit member the following:

30.01.01 A clothing allowance of one hundred dollars ($100.00) will be provided each school year for all cafeteria employees, payable the first pay in January in a separate check upon submission of the appropriate clothing receipts. The clothing allowance will be provided in accordance with the administrative approved dress code policy.

30.02 Individuals who work in the cafeteria will be assigned no less than:

Cafeteria Manager – 6.5 hours per day
Food Service Workers – 2 hours per day
Assistant Cafeteria Manager – 6 hours per day

30.02.01 The number of hours worked per day for all cafeteria employees will be listed on the annual salary notice. Depending on enrollment and cafeteria efficiency, these hours may be adjusted through September 30. From October 1 through the end of the school year, a bargaining unit member's hours worked per day will not be reduced or increased by more than one (1) hour; the hours will be rebid. No food service worker will be regularly scheduled for less than two (2) hours per day.

30.03 Cafeteria Managers will be paid up to two (2) additional hours at their regular hourly rate per month for inventory.

30.04 Employee Substitute

30.04.01 When a cafeteria employee is designated by the Food Service Supervisor to substitute for an employee in a higher paid classification who will be absent for five (5) work days or more, the substituting employee will be paid the higher rate of pay beginning on the sixth (6th) consecutive day of absence.

30.05 Cafeteria Managers

30.05.01 In buildings with no assistant cafeteria manager, the employee designated to substitute for the manager will be paid the assistant manager rate of pay for the first fifteen (15) days. After the fifteenth (15th) day, the designated employee will be paid at the manager's rate.

30.06 If schools are delayed, cafeteria managers and assistant cafeteria managers, or the most senior cook in any building where there is no assistant cafeteria manager, are to report as scheduled, and if schools are subsequently canceled, such employees will receive their normal hourly rate of pay plus a premium of one-half (½) times their normal hourly rate for hours actually worked on such days, not to exceed two (2) hours.

30.07 Food service workers that substitute will be paid that their regular rate of pay for additional time worked, regardless of the position for which they are substituting. This cafeteria substitution provision shall be excluded from the grievance procedure.

30.08 Extra hours will be offered to food service employees on a seniority rotational basis per building. All such employees will be on the seniority list except those that specifically inform his/her manager to remove his/her name from the list. The manager will document the offering of extra hours to employees. An employee who refuses any extra hours will lose his/her turn on the seniority list during that rotation.

30.09 Certification Bonus

30.09.01 Full-time (six hours or more) and part-time food service employees, who are not assistant cafeteria managers or cafeteria managers, that have been employed by the District and certified by the American School Food Service Association as of July 1, 2000 (and maintain such certification) in their respective area will receive a flat rate of one hundred dollars ($100.00) or fifty dollars ($50.00) per year. Payment will be made at the end of the school year, upon completion of certification and provided all documentation has been submitted.

ARTICLE 31.00 – MANAGEMENT RIGHTS, ZIPPER CLAUSE AND DURATION

31.01 Management Rights – Except as specifically abridge, delegated, granted or modified by specific and express terms of this Agreement and/or ORC 4417, the Board hereby retains and reserves to itself, the Superintendent, and other administrators, all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy such as the functions and programs of the Board, standards of services, its overall budget, utilization to technology, and organizational structure, direct, supervise evaluate, and hire staff; maintain and improve the efficiency and effectiveness of school operations; and determine the overall methods, processes, means or personnel by which school operations are to be conducted; suspend discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain staff; determine the adequacy of the work force; determine the overall mission of the School District as an education unit; effectively manage the work force; and take actions to carry out the mission of the School District.

31.01.01 Except as provided by the interim bargaining provisions herein, the above provisions shall not be construed so as to relieve the employer from its duty to bargain over mandatory subjects of bargaining as provided under ORC 4117.08 or as a waiver of the Association's right to demand bargaining over such mandatory subjects of bargaining.

31.02 Entire Agreement – This written agreement supersedes all prior agreements and understanding between the Board and Association, whether written or oral, and constitutes the entire agreement between the parties.

31.03 Duration – This agreement shall become effective upon ratification by both parties and shall continue in full force and effect through June 30, 2015.

FOR THE ASSOCIATION:	FOR THE BOARD:
President	President
Terry L. Bailey Negotiating Team Member	Angela M. Sparks Treasurer
Negotiating Team Member	Superintendent

APPENDIX A

12 Month Secretary
Wapakoneta City Schools

Years	2013-14 Hourly Rate	2014-15 Hourly Rate
1	$13.62	$13.62
2	$14.01	$14.01
3	$14.41	$14.41
4	$14.85	$14.85
5	$15.26	$15.26
6	$15.74	$15.74
7	$16.19	$16.19
8	$17.13	$17.13
9	$17.32	$17.32
10	$17.49	$17.49
15	$17.85	$17.85
20	$18.03	$18.03

Secretaries (Less Than 12 Month)
Wapakoneta City Schools

Years	2013-14 Hourly Rate	2014-15 Hourly Rate
1	$12.31	$12.31
2	$12.62	$12.62
3	$13.01	$13.01
4	$13.38	$13.38
5	$13.79	$13.79
6	$14.20	$14.20
7	$14.64	$14.64
8	$14.78	$14.78
9	$15.08	$15.08
10	$15.33	$15.33
15	$15.57	$15.57
20	$15.83	$15.83

Monitor/Office Aide
Wapakoneta City Schools

Years	2013-14 Hourly Rate	2014-15 Hourly Rate
1	$10.37	$10.37
2	$10.67	$10.67
3	$11.41	$11.41
4	$12.14	$12.14
5	$12.84	$12.84
6	$13.22	$13.22
7	$13.55	$13.55
8	$13.84	$13.84
9	$14.12	$14.12
10	$14.40	$14.40
15	$14.65	$14.65
20	$14.87	$14.87

Paraeducators: Instruct'l; Library; & Elem'y Technology/Media
{(+$.65 Associate Degree) (+$.10 Elementary Technology/Media)}

Years	2013-14 Hourly Rate	2014-15 Hourly Rate
1	$11.19	$11.19
2	$11.49	$11.49
3	$12.25	$12.25
4	$12.97	$12.97
5	$13.65	$13.65
6	$14.03	$14.03
7	$14.38	$14.38
8	$14.67	$14.67
9	$14.98	$14.98
10	$15.23	$15.23
15	$15.47	$15.47
20	$15.73	$15.73

Cafeteria Manager
Wapakoneta City Schools

(+ Level III, $.22) **Years**	**2013-14 Hourly Rate**	**2014-15 Hourly Rate**
1	$12.32	$12.32
2	$12.51	$12.51
3	$12.63	$12.63
4	$12.78	$12.78
5	$13.24	$13.24
6	$13.38	$13.38
7	$13.61	$13.61
8	$13.86	$13.86
9	$14.08	$14.08
10	$14.70	$14.70
15	$15.08	$15.08
20	$15.67	$15.67

Cafeteria Assistant Manager
Wapakoneta City Schools

(+Level II, $.19) **Years**	**2013-14 Hourly Rate**	**2014-15 Hourly Rate**
1	$11.19	$11.19
2	$11.25	$11.25
3	$11.40	$11.40
4	$11.56	$11.56
5	$12.05	$12.05
6	$12.26	$12.26
7	$12.39	$12.39
8	$12.54	$12.54
9	$12.71	$12.71
10	$13.06	$13.06
15	$13.43	$13.43
20	$13.74	$13.74

Food Service Worker
Wapakoneta City Schools

Years	2013-14 Hourly Rate	2014-15 Hourly Rate
1	$10.43	$10.43
2	$10.51	$10.51
3	$10.67	$10.67
4	$10.78	$10.78
5	$11.21	$11.21
6	$11.35	$11.35
7	$11.45	$11.45
8	$11.59	$11.59
9	$11.69	$11.69
10	$11.79	$11.79
15	$12.20	$12.20
20	$12.43	$12.43

Driver (Bus, Van) C.D.L.
Wapakoneta City Schools

Years	2013-14 Hourly Rate	2014-15 Hourly Rate
1	$16.11	$16.11
2	$16.54	$16.54
3	$17.16	$17.16
4	$17.34	$17.34
5	$17.57	$17.57
6	$17.66	$17.66
7	$17.74	$17.74
8	$17.83	$17.83
9	$17.95	$17.95
10	$18.10	$18.10
15	$18.55	$18.55
20	$19.00	$19.00

Custodians
Wapakoneta City Schools

2nd Shift + $.10 3rd Shift + $.20 **Years**	**2013-14 Hourly Rate**	**2014-15 Hourly Rate**
1	$15.04	$15.04
2	$15.40	$15.40
3	$15.78	$15.78
4	$16.20	$16.20
5	$16.62	$16.62
6	$17.02	$17.02
7	$17.21	$17.21
8	$17.39	$17.39
9	$17.56	$17.56
10	$17.86	$17.86
15	$18.35	$18.35
20	$18.69	$18.69

***Loss of $.50 per hour for boilers license does not apply to employees hired prior to July 1, 2011.**

Mechanics
Wapakoneta City Schools

+$.22 Mech Cmptr Diag +$.29 Mech ASE Cert **Years**	**2013-14 Hourly Rate**	**2014-15 Hourly Rate**
1	$17.48	$17.48
2	$17.84	$17.84
3	$18.07	$18.07
4	$18.45	$18.45
5	$18.81	$18.81
6	$19.30	$19.30
7	$19.49	$19.49
8	$19.67	$19.67
9	$19.86	$19.86
10	$20.01	$20.01
15	$20.39	$20.39
20	$20.57	$20.57

Maintenance
Wapakoneta City Schools

+$.22 BOC Certification +$.26 Pesticide License +$.29 Water I License **Years**	**2013-14 Hourly Rate**	**2014-15 Hourly Rate**
1	$16.27	$16.27
2	$16.68	$16.68
3	$17.00	$17.00
4	$17.43	$17.43
5	$17.92	$17.92
6	$18.53	$18.53
7	$18.69	$18.69
8	$18.87	$18.87
9	$19.07	$19.07
10	$19.33	$19.33
15	$19.75	$19.75
20	$19.99	$19.99

*Loss of $.50 per hour for boilers license does not apply to employees hired prior to July 1, 2011.

Wapakoneta City Schools

Certification Bonus Per Hour

Level	**Per License Dollar Amount**	**Description**
Level I	$0.16	Base
Level II	$0.19	Assistant Cafeteria Manager
Level III	$0.22	Cafeteria Mgr – BOC Certification Mechanic Computer Diagnostics
Level IV	$0.26	Pesticide License
Level V	$0.29	Water I License – Mechanic ASE Certification

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www.pepple-waggoner.com

Writer's e-mail:
wpepple@pepple-waggoner.com

February 4, 2014

VIA E-MAIL ONLY

State Employment Relations Board
Research and Training
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Wapakoneta City School District Board of Education and the
Wapakoneta Classified Association Negotiations
Our File No. 682-20-13

Gentlemen:

Enclosed herewith please find one copy of the executed Negotiated Agreement between the above-captioned parties which I am forwarding to your attention for disposition, since a mediation case number was not previously requested. The Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,

William C. Pepple/tmp

William C. Pepple

WCP/tmp
Enclosure
cc: Mr. Keith W. Horner, Superintendent (w/o enclosure)
Ms. Shelli Jackson, OEA Labor Relations Consultant (w/o enclosure)