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NEGOTIATIONS AGREEMENT

BETWEEN

THE WILLARD BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #291

JULY 1, 2013 - JUNE 30, 2015

The Board of Education and The Ohio Association of Public School Employees (OAPSE) Local #291 do hereby agree that the welfare of the children of Willard is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

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ARTICLE 1 - RECOGNITION

1.1 The Board of Education of the Willard City Schools hereby recognize The Ohio Association of Public School Employees on behalf of Local #291 as the sole and exclusive bargaining representatives for all employees now employed or to be employed in the following described unit.

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

A. Bus Drivers
B. Custodians
C. Cooks
D. Secretaries
E. Library Aides, Study Hall Supervisors
F. Educational Aides
G. Bus Mechanic
H. Bus Mechanic Helper
I. Building Maintenance
J. Building Maintenance Helper
K. Food Service Driver
L. Attendance Officer

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

A. Supervisor of Transportation
B. Supervisor of Food Service
C. Superintendent's Secretary
D. Assistant to the Treasurer
E. Treasurer's Secretary

1.4 Effective January 1, 1996, the board shall deduct from the pay of each member of the bargaining unit, employed after that date, a fair share fee, in lieu of union membership.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not part of the union's work within the collective bargaining process.

Effective July 1, 2001, the Board shall deduct from each member of the bargaining unit, the deduction of a fair-share fee for those members electing to waive the requirement for employees to be a member of the Ohio Association of Public School Employees (OAPSE). Those employees hired prior to January 1, 1996 must elect to either to be part of the bargaining unit as a fair-share (non-voting) member, a full voting member or remain or become a non-member. This decision must be made during the period of August 21, 2001 through August 31, 2001.

1.4A Effective on July 1st, 2004, all employees will elect to be part of the bargaining unit and be a full voting member and pay the required dues or elect to pay a fair share fee in lieu of being a member of the union. It is the responsibility of the employee electing to pay fair share to correctly fill out the appropriate forms. The union on behalf of the Ohio Association of Public School Employees (OAPSE) and any national organization agrees to indemnify the board for any cost of liability incurred as a result of the implementation and enforcement of this provision.

1.5 Labor Management Committee- There shall be established a committee of six (6) members which shall meet at mutually agreed upon times to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Five (5) days prior to the established meeting date, each party shall submit an agenda unless the parties mutually agree otherwise. Three (3) members of the committee shall be appointed by the employer and three (3) shall be appointed by the Union President.

1.6 Civil Service Opt-Out – The Board and OAPSE desire to opt out of the Civil Service provisions of Ohio law. Therefore, the Board and OAPSE intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement. The Board and its employees shall not be subject to the jurisdiction of the City of Willard Civil Service Commission. The provisions of Chapter 3319 of the Ohio Revised Code shall be applicable to the employees in the bargaining unit as if the District were not a city school district; however, the provisions in this Agreement shall prevail over any conflicting provisions in Chapter 3319 to the extent permitted by law.

ARTICLE 2 - DUES CHECK OFF

2.1 The board agrees to deduct from the pay of the school employees, dues for The Ohio Association of Public School Employees and the local union when so authorized, in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted. Deductions shall be in sixteen (16) consecutive payroll deductions beginning in the first pay period in October. Enrollments for dues deductions shall be made upon submission of a signed authorization form to the treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for successive periods of one (1) year. Written notice of revocation shall be served upon the treasurer and state association.

2.2 If, for any reason, the board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The union agrees to hold the board and its designees harmless for any and all errors arising out of the dues deduction procedure. The union agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

2.3 The board agrees not to honor any dues deduction authorization executed in favor of any other labor organizations.

2.4 The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the local union representative together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3 - CONTRARY TO LAW PROVISION

3.1 If any provision of this agreement, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall remain in effect. If during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable state or federal law, or valid rule or regulation adopted or repealed by a state or federal agency, the parties agree to meet to negotiate a lawful alternate provision, if possible, under the law relative to the affected provision. Such meeting shall take place within ninety (90) days following a written request by either party in an attempt to develop a memorandum of understanding between both parties. All provisions of this agreement that are not affected by the conflict shall remain in full force and effect.

ARTICLE 4 - PROCEDURES

4.1 Scope of Representation

The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the board to consult with OAPSE on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this agreement or any addendum to this agreement the provisions shall be binding on all parties.

4.2 Procedures for Conducting Negotiations

A. Negotiation Teams

The board, or the designated representative of the board, will meet with six (6) representatives designated by the union for the purpose of discussing and reaching agreement. All negotiations shall be conducted exclusively between said teams. The

board's negotiating team and the union's negotiating team will be limited to a reasonable member limit. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the union's and adoption by the board, the negotiating team will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. Field representatives of the union shall by included in the local's negotiating team.

B. Consultants may be used by each of the parties in any of the negotiation meetings in a advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

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

D. Clerical assistance may be provided by either party. Such cost shall be borne by the respective party.

4.3 Exchange of Information

Prior to and during the period of negotiations, or impasse provision, the board and the union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

4.4 Request for Meeting

Upon receipt of a written request for a meeting either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall not be made seventy-five (75) days prior to contract termination date. All days referred to in this section shall be work days.

4.5 Submission of Issues

All issues for negotiations by the union shall be submitted, in writing, at the first meeting and the board shall submit, in writing, to the union all of its issues for negotiations no later than the second meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed by both parties.

4.6 Negotiations Procedures

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meeting shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

4.7 Caucus

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

4.8 Progress Reports

During negotiations interim reports may be made to the union by its representatives and to the board of education by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposals and shall be confidential information with the organization concerned.

4.9 News Releases

News releases either during the negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to when and content of the release.

4.10 Protocol

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

4.11 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, subject to finalization by ratification of entire tentative agreement by the membership of the union and adoption by the board.

4.12 Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the union and the board for ratification and adoption. When adopted by the board, the agreement shall become part of the official board minutes and binding on both parties. Said agreement shall be signed by the board's representative and by the union's representative.

4.13 Intent to Recommend

Prior to the negotiated agreement being presented to the union and to the board, each member of both negotiation teams shall pledge to recommend the adoption of the tentative agreement.

4.14 Federal Mediation

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

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

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

D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal mediation and Conciliation Service.

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

E. The mediator has no authority to recommend or to bind either party to any agreements.

4.15 Savings Clause

Any articles and/or sections not addressed or modified shall remain as is and incorporated into the newly negotiated agreement.

ARTICLE 5 - SAFETY

5.1 The board shall conform to and comply with all health, safety and sanitation requirements of federal or state law.

5.2 Maintenance and custodial personnel shall be supplied gloves and safety glasses as required, by their job, by the Board of Education.

ARTICLE 6 - GRIEVANCE PROCEDURES

6.1 Definition

A grievance is defined as any complaint of an employee, employees, or OAPSE involving the interpretation, application, or alleged violation of this agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

6.2 Procedure

Grievances shall be handled in the following manner:

A. Step One: An aggrieved employee may present directly or through his/her building representative, his/her grievance to his/her immediate supervisor. The grievance shall be submitted orally within five (5) working days from date of knowledge. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

B. Step Two: An aggrieved employee may present directly or through his/her representative his/her grievance to his/her immediate supervisor, in writing, within five (5) working days of the response to Step One. If the grievance is not satisfactorily adjusted within five (5) working days after the submission of the grievance, the immediate supervisor shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party and the building representative within five (5) working days of the submission of the grievance.

At Step Two of the grievance procedure, the grievant may elect, in writing, to represent himself/herself rather than have OAPSE representation. If the grievant elects to represent himself/herself at this step, or at any later step, OAPSE shall be relieved of any further obligation to share in any further expense of the grievance procedure including the costs of arbitration.

C. Step Three: If the grievance is not satisfactorily adjusted by the immediate supervisor or if the immediate supervisor fails to respond in accordance with Step Two, OAPSE may submit the grievance, in writing, to the next level of supervision within five (5) working days of the response from the immediate supervisor or within five (5) working days

after the immediate supervisor fails to respond in accordance with Step Two. Within five (5) working days after the receipt of the grievance at Step Three, the next level of supervision shall hold a special meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the building representative shall be notified, in writing, of the response at Step Three within five (5) working days after the meeting.

D. Step Four - Arbitration:

In the event that the grievance is not satisfactorily adjusted at Step three, OAPSE may submit a request, in writing, that the grievance be submitted to arbitration. The request shall be made within five (5) working days of the receipt of the response at Step Three or the failure of the board to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the F.M.C.S. If the parties are unable to agree upon an arbitrator, the grievance may be submitted for arbitration to the F.M.C.S. The conduct for arbitration shall be governed by the voluntary labor arbitration rules of the F.M.C.S.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with management prerogatives involving the board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the board under its policies, applicable law, and rules and regulations having the force and effect of law.

The costs of arbitration shall be borne by the losing party.

An individual representing himself/herself may elect to take his/her case to arbitration. In such instances, he/she shall follow the procedures of this section.

6.3 Discipline Suspension

Discharges and suspensions may be subject to the grievance procedure.

ARTICLE 7 - SENIORITY

7.1 The principal of seniority as hereinafter defined shall prevail in the Willard School System.

A. System seniority shall be defined as the uninterrupted, continuous length of employment with the board of education as computed from the employee's date of hire. Date of hire shall be interpreted as the board of education meeting date to employ the individual. Position start date shall be the effective date the individual begins work in the classification for which he/she was employed.

B. Job classification seniority shall be defined as the uninterrupted, continuous length of employment by an employee in a particular job classification as computed from the employee's position start date into such job classification.

C. There shall be a probationary period of ninety (90) calendar days to allow the board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time the new employee shall have no seniority rights in that position and his qualifications to do the work required or his discharge or lay off for any reason shall not be subject to the grievance procedure set forth in this agreement. Employees retained beyond the ninety (90) calendar day period shall have their system seniority computed as of their date of hire and their job classification seniority computed as of their latest position start date into the job classification.

D. Employees with system seniority who change job classification shall not accumulate job classification seniority in their new classification during the first fifty (50) calendar days of employment in such new job classification. Upon completion of fifty (50) calendar days of employment in their new classification, such employees shall acquire seniority in the new job classification dating from their most recent position start date into such job classification.

E. For the purposes of this section, seniority shall end with the employee's last date of employment with the board.

ARTICLE 8 - POSTING OF JOB OPENINGS AND HIRING OF NEW EMPLOYEES

8.1 When, as determined by the board, a vacancy occurs in a classification, that the Board determines to fill, it shall be filled by a contracted employee, within 90 days of the vacancy occurring, using the following process. The Board will determine whether to fill the position within thirty-five (35) days and will fill such position within fifty-five (55) days of such determination. It shall be posted and appear in the NEWSLETTER or other publication from the superintendent. There will be a grace period of five (5) working days during which time any employee within the job classification in which the vacancy occurs shall have the opportunity to apply, in writing, for the job to the Superintendent of Schools or his/her designated representative.

Present employees shall be given the opportunity and preference to apply for the vacancy based upon their experience, seniority and qualifications as determined by the job description of the classification and by the administration. Any employee candidate not receiving the position may request a conference with the Superintendent of Schools or designated representative along with the OAPSE representative for an explanation of why they were not selected. This Article shall not preclude the board from hiring employees new to the district. Openings will be posted first to present employees within the affected classification, then to those employees on the recall list who are eligible before posting to non-employees.

For those employees receiving the requested transfer there shall be a probationary period of thirty (30) working days to allow the board to determine the fitness and the adaptability of the new transfer to complete the work required. In the event the employee does not qualify or desires to return to his/her previous position upon an acceptable reason, a transfer may be approved by the superintendent for the employee to return to his or her previous position.

8.2 If a supervisor transfers (involuntary) an employee to another job in the classification, it will be done so with the input of the association president.

ARTICLE 8A - JOB DESCRIPTIONS

8A.1 This description should include the qualifications desired for employment, as well as the duties of the classification. OAPSE shall be afforded an opportunity to provide input on job descriptions. When job descriptions have become formally approved by the Board of Education, each employee shall be provided a copy of their classification. Job descriptions may be revised as required. The local OAPSE President shall be provided a complete set of job descriptions and shall be notified of any changes or proposed changes before implementation or adoption.

8A.2 The union shall be furnished a copy of the job description of each classification covered under the terms of this agreement.

ARTICLE 8B - JOB CHANGES

8B.1 In the event there is a title change of any job in the bargaining unit or if a position in the bargaining unit is reallocated bringing about a new job class, or in the event a new job class is otherwise established, it is agreed between the parties that the union and the employer shall discuss whether or not a job class shall be included in the appropriate bargaining unit. If an agreement cannot be reached between the parties as to whether a new job class is to be in the bargaining unit, the dispute may be submitted directly to the third step of the grievance procedure.

ARTICLE 9 - EMPLOYEE RIGHTS

9.1 Personnel Files

A. The personnel file of each employee shall be maintained at the board of education's central administration office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

B. Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given the opportunity, during normal work hours and without loss of pay, to initial and date the materials. All written responses shall be attached to the material.

C. An employee shall have the right to examine and/or obtain copies (at no cost) of any materials from the employee's personnel file.

D. All personal files shall be kept in confidence and shall be available for inspection only to other employees of the Board of Education when actually necessary in the proper administration of the board's affairs or the supervision of the employee.

E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

F. Documentation of discipline and derogatory actions/material shall be maintained in the employee's personnel file, but shall cease to have effect and shall not be considered for purposes of progressive discipline after three (3) years from the date of the discipline, provided that there has been no intervening discipline.

9.2 Evaluation

A. Formal evaluation forms shall be developed for use in the evaluation of all classified employees. The purpose of said evaluation is to be used to improve job performance. Two (2) formal evaluations shall be completed within the first six (6) months of employment or transfer. At least one (1) formal evaluation shall be completed yearly on all classified employees.

B. No evaluation of an employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section B above.

9.3 Work Rules

A. Work rules, policies, or directives shall not conflict with or violate any provision of this agreement. Such work rules, policies, and directives shall be applied consistently when applicable.

B. The Willard Board of Education shall develop drug and alcohol testing policy and procedures for all employees holding a commercial driver's license or providing a safety sensitive function within the school district. These policies and procedures shall not be in conflict with the Federal Highway Administration's final rule as amended in 59 Federal Register 7484 issued February 15, 1994 (49CFR Part 382).

These employees shall be subject to all relevant federal, state and local laws and regulations including the driver disqualification and penalties (49CFR Parts 383 and 391).

All alcohol and controlled substance testing procedures will be conducted in accordance with the Department of Transportation's rules as amended in 59 Federal Register 7340, issued February 15, 1994 (49CFR Part 40).

C. As a result of implementation of the drug and alcohol testing policy, for employees selected for random testing in compliance with the program, the board will pay one (1) hour time, at their hourly rate. If time exceeds one (1) hour for such employee, he/she will be paid for the duration of time spent to complete the required process. However, all associated costs of the following time and tests shall be the responsibility of the employee:

1) Return to Duty Test
2) Follow-Up Tests
3) Secondary Split Sample Test
4) Testing Refusal

D. Disciplinary procedures as a result of prohibited conduct under the drug and alcohol testing policy shall be imposed under Article 9.4 of this agreement.

E. The board shall provide mechanics and maintenance employees with uniforms at the same level as the mechanics were receiving on 6-30-98.

9.4 Discipline, Suspension, and Termination

A. Every employee shall be characterized by good behavior and efficient service, but any employee may be disciplined, suspended, or terminated by incompetency, inefficiency, dishonesty, drunkenness on the job, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or violation of the policy of the board of education.

B. All formal discipline (i. e. suspensions, with/without pay, termination of employee, and demotions) shall be subject to the grievance procedure.

C. The following are guidelines for progressive disciplinary action required to improve employee job performance, deficiencies and/or unacceptable conduct, standards or practices:

STEP 1 - WARNING Written notification to the immediate supervisor's file, a copy to the employee and employee's personnel file.

STEP 2 - REPRIMAND: Written reprimand to the immediate supervisor's file, a copy to the employee and employee's personnel file.

STEP 3 - SUSPENSION: A penalty of up to one (1) day suspension, with appropriate loss of pay, may be given with the approval of the superintendent. Written suspension to the employee, a copy to the employee's personnel file, immediate supervisor's file, and the treasurer.

STEP 4 - THREE (3) DAY SUSPENSION:
A penalty up to (3) days suspension, with appropriate loss of pay, may be given with the approval of the superintendent. Written copy of three (3) day suspension to the employee, immediate supervisor, employee personnel file, and treasurer.

STEP 5 - TERMINATION OF CONTRACT:
As provided by law, written copy of termination from the superintendent to the employee, immediate supervisor, employee's personnel file, treasurer, and the board of education.

Depending on the severity of the offense and/or violation for which discipline is deemed necessary, disciplinary action may be initiated at any step. The employee may request representation during any portion of the disciplinary procedure. The Board of Education shall have the authority to "dock the pay" equal to the appropriate days of the discipline procedure. The misuse, falsification, and/or abuse of any leave provision under this agreement may subject the employee to dock of pay, suspension, termination and/or possible criminal prosecution.

ARTICLE 10 - LAY-OFF AND RECALL

10.1 All bargaining unit members shall be employees of The Willard City Board of Education.

10.2 If it becomes necessary to reduce the number of employees in a job classification due to the return to duty of an employee from an approved leave of absence, the suspension of schools, territorial changes affecting the District, decreased enrollment of pupils, or financial reasons, the following procedure shall govern such lay-off. Any employee affected by this action shall have the ability to bump an employee with less seniority within the same classification.

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

10.4 Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority within the job classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in the particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absences shall not constitute an interruption in continuous service, but time spent on such leaves shall not be computed for seniority purposes. In the case of identical seniority the date and time of the original application will be used to determine which employee shall be laid off first,

10.5 The following classifications shall be used for the purpose of defining classification seniority in the event of lay-off:

A. Bus Drivers
B. Custodians
C. Cooks
D. Secretaries
E. Library Aides,
Study Hall Supervisors
F. Educational Aides
G. Bus Mechanic
H. Bus Mechanic Helper
I. Building Maintenance
J. Building Maintenance Helper
K. Food Service Driver
L. Attendance Officer

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

10.7 Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance notice of the lay-off. Each notice of lay-off shall state the following:

A. Reasons for the lay-off or reduction.

B. The effective date of lay-off.

C. A statement advising the employee of their rights of reinstatement from the lay-off.

10.8 For the classifications in which the lay-off occurs, the board shall prepare a reinstatement list. Employees, including probationary employees, shall be placed on the reinstatement list in the reverse order of lay-off. Reinstatement shall be made from this list before any new employees are hired in that classification.

10.9 Vacancies which occur in the classification of lay-off shall be offered to or declined in writing, by certified mail to the employees within that classification who stand highest on the lay-off list before the next person on the list may be considered. It is the responsibility of the employee to keep the board informed of their most current address. Any employee who declines reinstatement or does not respond within five (5) days of receipt shall be removed from the reinstatement name list and lose all rights of recall.

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

ARTICLE 11 - VACATION POLICY FOR NON-CERTIFIED EMPLOYEES

11.1 Any twelve month (12) employee may use up to one-half (1/2) of earned vacation days while schools are in session. Providing that an employee can demonstrate that an emergency exists whereas vacation days could be used in lieu of other leaves, the Assistant Superintendent/Director of Buildings & Operations/Transportation Director may approve additional vacation days which may be used while school is in session.

11.2 Vacation: Contract year runs from July 1 through June 30. Employees hired before July 1 accumulates vacation at the rate of one-half (1/2) day per full month of employment. For example: employee hired March 1; as of July 1, he will have worked for four (4) months and will have earned two (2) days vacation. After one (1) full contract year of employment, two (2) weeks

vacation will be granted. After ten (10) full consecutive years of employment, three (3) weeks vacation will be granted. After fifteen (15) full consecutive years of employment, seventeen (17)

days of vacation will be granted. After twenty (20) full consecutive contract years of employment, four (4) weeks vacation will be granted.

A. No vacation time will carry over to succeeding year.

B. All vacations will be taken through arrangements with immediate supervisor approved by the superintendent of schools or his designated representative. Employees eligible for three (3) or four (4) weeks vacation must make arrangements with the Superintendent of Schools or his designated representative.

C. Extra pay may be received for vacation time not taken, with written approval of the Superintendent of Schools.

ARTICLE 12 - PRESCRIBED HOLIDAYS

12.1 Paid holidays are prescribed below with the addition of Good Friday and Independence Day for twelve (12) month employees only.

Labor Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Christmas Day	Memorial Day
New Year's Day	

**If Presidents Day is designated on the calendar as a make-up day, employees will only be paid once.

For less than twelve (12) month employees, payment for the above listed holidays shall be made provided that they fall within the employees annual work schedule.

12.2 Vacation for Christmas Holiday is as follows:

A. If holiday falls on Sunday, Monday, or Tuesday, each employee shall be granted Monday and Tuesday off.

B. If holiday falls on Wednesday, each employee shall have Tuesday and Wednesday off.

C. If holiday falls on Thursday, each employee shall have Wednesday and Thursday off.

D. If holiday falls on Friday or Saturday, each employee shall have Thursday and Friday off.

12.3 Vacation for New Years holiday is as follows:

A. If holiday falls on Sunday, each employee shall be granted Monday off.

B. If holiday falls on Monday, each employee shall be granted Monday off.

C. If the holiday falls on Tuesday through Saturday each employee shall be granted the day off before the holiday.

ARTICLE 12 A - SCHOOL CALENDAR

The following procedure will be followed in the adoption of the school calendar:

12A.1 The proposed calendar will be posted in all buildings.

12A.2 A representative of OAPSE will meet with the board and/or their representative on a date in advance of the adoption of the calendar . The purpose of this meeting is to give input on the calendar.

12A.3 Any changes in the adopted calendar shall, whenever practicable, be made after consultation with the president of OAPSE.

12A.4 Any days must be made up as a result of 3319.08 ORC will be made up according to an ordered list of dates provided at the time of the calendar adoption.

ARTICLE 13 - OVERTIME

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

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

13.3 If a custodial employee within a building declines overtime, it shall be offered to the most senior custodial employee outside of the building in which the overtime is needed. Such overtime out of the building shall be offered on a rotating basis in order of seniority. If no custodial employee accepts the overtime, then it will be offered to employees outside the classification,

who have signed up for such sub work, on a rotating basis. A yearly sign-up list will be offered for overtime assigned out of the classification.

13.4 All hours over forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 1/2).

13.5 All employees shall be allowed to actively participate in any and all political activities.

13.6 If an employee is called to a job site outside his/her normal duty hours by employer, police, fire, or any other governmental agency of authority, said employee will receive a minimum of one (1) hour at the appropriate rate of pay.

13.7 All overtime must be approved in advance by the Superintendent, and may be taken in compensatory time or paid at the employee's appropriate rate of pay for all hours worked. The employee will fill out the appropriate form designating his/her choice.

5/14/14 TA Sunday work shall be based on a one and one half times (1.5) the rate of an employees base rate for all hours worked.

13.8 All Sunday work shall be based on a rate of one and one half (1.5) times the rate of an employee's base rate for all hours worked.

13.9 Any and all paid time off, other than sick leave, shall be calculated as time worked.

13.10 Any employee that performs work for the board shall be offered compensatory time off when school is not in session or choose to be paid their appropriate rate of pay. No employee may accumulate in excess of forty (40) hours of comp time at any one time.

ARTICLE 14 - SERS RETIREMENT SEVERANCE PAY

14.1 The Willard Board of Education shall grant SERS retirement severance pay to all members of the OAPSE bargaining unit under the following provisions:

A. Any bargaining unit member whose effective date of retirement with the School Employee's Retirement System has been substantiated and The Willard City Board of Education made the last payment in his/her name to SERS.

B. The bargaining unit member shall receive SERS retirement severance pay at 25% of accumulated sick leave.

C. Payment will be based on the bargaining unit member's per diem rate of pay, exclusive of overtime, at the time of actual retirement from the SERS system and the Willard School System.

D. Payment of SERS retirement severance pay under this provision shall exhaust the bargaining units member's previously accumulated sick leave.

E. In the event of the death of an employee who meets the qualifications of SERS for retirement, the severance payment shall be paid to the employee's beneficiary or estate.

ARTICLE 15 - SICK LEAVE

15.1 Each person employed by the board shall be entitled to fifteen (15) days sick leave with pay for each year, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. The cumulative days of sick leave shall be two hundred sixty (260). New employees shall receive credit for sick leave accumulated in any elementary or secondary school chartered by the state department of education, including licensed parochial schools or similar institutions or public agencies in Ohio. It will be the responsibility of the new employee to supply the treasurer with the address of the former employers to secure a certified record of the accumulated sick leave from the former employer.

15.2 Sick leave hours may be used to cover personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, medical appointments, and illness or death in the immediate family. Employee's immediate family for this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunts, uncles or other persons who have assumed similar positions regardless of residence.

15.3 Use of sick leave for reasons not listed above (15.2) must be approved by the Superintendent or his designee. Unauthorized use of sick leave may result in deduct days and subject the employee to the terms stated in **Section 9.4 Discipline, Suspension and Termination**.

15.4 An employee utilizing sick leave may not maintain employment in another job (outside of the Willard City Schools) during their regular district work hours. The employee must provide documentation from a physician outlining the reasons other employment is permissible relating to injury or illness.

ARTICLE 16 - PROFESSIONAL LEAVE

16.1 Employees are encouraged to attend professional meetings that may improve their job effectiveness. A total of three (3) days may be used. Written request shall be submitted through the immediate supervisor for approval by the superintendent or his designated representative. Reimbursement will be made for expenses upon presentation to the treasurer, the appropriate forms with receipts of all lodging accommodations and registration fees. Lodging expense is not to exceed $90.00 for a single occupancy; $110.00 for a double occupancy; $125.00 for a triple occupancy; and $140.00 for a quad occupancy. Meals will be reimbursed to a maximum of

$30.00 per day. If an overnight stay is not required, then meals will be reimbursed to a maximum of $15.00 per day. Registration fees are limited to $200.00. When two (2) or more attend a meeting, mileage will be paid for one (1) car unless given prior approval. If the number attending is too great for one (1) car, mileage will be paid accordingly. Mileage will be reimbursed at $0.55 per mile.

16.2 The board agrees to permit two (2) elected delegates of OAPSE Local #291 to be allowed to use up to three (3) days of professional leave to attend the OAPSE Annual Conference under these conditions:

The board will NOT pay:

1. Meals
2. Lodging
3. Registration
4. Mileage

ARTICLE 17 - INJURY LEAVE

17.1 In the event an injury to bargaining unit member is incurred while in the course of performing job-related duties for the board, the injured employee should apply for Worker's Compensation benefits. All employees of the board are protected under the State Worker's Compensation Act of Ohio in the case of an injury incurred as a result of their employment. Should such injury occur, a member of the Administration will assist the individual in completing the appropriate forms.

17.2 If the basis for an approved leave is an allowed Worker's compensation claim for which the Board was the employer, the Board will provide hospitalization, prescription and dental insurance coverage and premium payment in accordance with the terms of the collective bargaining agreement during the period of absence providing such period shall not exceed three (3) months.

Following the exhaustion of this three (3) month period, an employee may request and be granted Family Medical Leave benefits as described in Article 20.

17.3 ASSAULT LEAVE

A. Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the board will grant assault leave to cover employees absent due to physical disability resulting from assault under the following conditions:

Any employee who must be absent from his/her duties due to physical disability resulting from an assault while working or in school related activities on or off school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of such absence. Assault shall be defined as an unlawful attempt to do bodily injury to an employee.

Before assault leave will be granted, the employee shall furnish to the superintendent, a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault names and address of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration. The superintendent shall review the statement and make any further investigation he/she deems advisable. Should the injury render the employee incapable of performing his/her duties for a period of more than five (5) days, then a medical examination may be made by a physician selected by the Board of Education, at the expense of the Board of Education. Any injury that would be presumed to be of a permanent nature (at least twelve (12) month duration) would require the employee to apply for disability retirement.

ARTICLE 18 - PERSONAL LEAVE

18.1 Each classified employee may be granted three (3) unrestricted personal leave days as follows:

A. Will not be charged to sick leave. Request for approval shall be made, in writing, at least five (5) days prior to the intended absence and must be approved by principal and superintendent.

B. No more than one (1) bargaining unit member in a classification may be granted personal leave on the same day, unless the superintendent has provided advance written authorization. (In the case of a demonstrated emergency, this rule may be waived by the superintendent.)

C. Personal leave may not be used to extend a holiday and may not be used during the first or last 2 weeks of the student school year. (In the case of a demonstrated need, this rule may be waived by the Superintendent.)

ARTICLE 19 - LEAVE OF ABSENCE

19.1 Upon written request the board of education may grant an unpaid leave of absence for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. This written request must be made thirty (30) days prior to the beginning of said leave. It is understood that fringe benefits will not be paid by the board of education if said leave exceeds ten (10) days.

19.2 Upon the return of the employee from a leave, the board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.

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

ARTICLE 20 - FAMILY AND MEDICAL LEAVE

The parties agree to abide by the terms and provisions of the federal Family and Medical Act of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.

Family and Medical Leave will be granted up to twelve (12) weeks in any continuous twelve (12) month period for the following reason(s):

1) Birth of a child
2) Adoption of a child or placement of a foster child
3) To provide care for a sick spouse, child (biological, adopted, or legal ward), or parent
4) To address the individual employee's own serious health condition

Definition of Serious Health Condition: An illness, injury, impairment, physical or mental condition that involves:

A) Inpatient care in a hospital, hospice, or residential medical facility
B) Continuing treatment by a health care provider

Providing the employee has worked twelve (12) months and at least 1,250 hours of compensated time in the prior year, hospitalization, prescription, dental, and life insurance benefits will be continued at the employee's current level. Failure to return to work will require the employee to pay back the premiums paid by the Board during the absence.

At least thirty (30) days notice, in the event of a "foreseeable" leave (example: childbirth) shall be submitted, in writing, to the Superintendent. If due to a family member or the employee's own serious health condition and "foreseeable" based on planned medical treatment, the employee shall give (30) days notice or as soon as practical. The employee shall make all reasonable efforts to schedule treatment so as not to unduly disrupt operations of the district.

Leave may be taken "intermittently" or "reduced time" except for Number 1 and 2 above, when medically necessary. The employee may, however, be temporarily transferred to an available alternate position with equivalent pay or benefits which may better serve the district during the recurring periods of leave.

When a husband and a wife are employed by the Willard City Schools, an aggregate level of leave shall commence and be limited to twelve (12) weeks in
any continuous twelve (12) month period if leave is taken for childbirth, adoption of a child, or placement of a foster child. A Family and Medical Leave request form (3430.01F1) must be submitted to the Superintendent prior to the leave being granted. Family and Medical Leave is unpaid leave with previously defined benefits paid by the Board of Education for the duration of leave. The Board of Education may require certification by a physician.

Return to work rules following a family or medical leave shall be governed by the Family and Medical Leave Act of 1993.

Any alleged violation(s) of the Family and Medical Leave Act may be processed as a grievance utilizing the provisions contained herein: however, pursuit of such grievance shall not prevent an employee from otherwise enforcing his/her rights under FMLA as provided by law.

WILLARD CITY SCHOOLS
110 S. MYRTLE AVENUE
WILLARD, OHIO 44890

EMPLOYEE_____
(Print Name)

DATE:_____

FAMILY MEDICAL LEAVE REQUEST

I wish to be granted____weeks of leave beginning on_____
for the following reason:

_____Birth of a Child

_____Adoption of Child or Placement of a Foster Child

_____Provide for Medical Care of: ___Spouse ___Child ___Parent

_____My own Medical Condition

_____ _____ APPROVED _____DATE
Employee's Signature

_____ _____
Social Security Number Superintendent's Signature

I have been informed of the return to work rules for the Family or Medical Leave Act of 1993 and hereby agree to such regulations.

FORM #3430.01F1

ARTICLE 21 - BUS INSPECTION AND DRIVER CERTIFICATION

21.1 Bus drivers are required to report to work ten (10) minutes before the respective route begins. Each driver shall conduct a bus inspection before beginning each route. Each driver shall be paid an additional fifteen (15) minutes each day for cleaning, fueling, etc.

A. Employer shall pay all costs associated with School Bus Driver Recertification effective January 1, 1999.

The certificate to operate a school bus shall be revoked for any driver convicted of DUI/DWI or reckless operation, and any other driver declared uninsurable by their employer's insurance carrier. Furthermore, the certificate to drive a school bus shall be revoked **for violations of conditions and/other qualifications established by current law or administrative code**.

ARTICLE 22 - ROUTE CHANGES AND BUMPING RIGHTS

22.1 Should a route be abolished, reduced by the elimination of a school or a school related center from the route or increased by the addition of a school or school related center from the original bid route, the route shall be posted for a bid within three (3) working days of the change.

22.2 The bus driver of the route shall have written notification of the route abolishment or change and shall have twenty-four (24) hours to exercise bumping rights.

22.3 The union shall be provided a copy of this notice.

22.4 The employee affected by this action shall have the right to bump any employee with less seniority. Should route changes be made during the non-school year, any individual bumped shall be granted the same right. However, should route changes be made during the school year, such bumping rights shall be limited to the first two (2) drivers affected until the end of the school year. Any further bumping rights under this Article must be exercised by June 15th of the year in which the route was abolished or reduced as per Section 21.1 above.

22.5 All drivers who desire changes shall notify the superintendent of schools or designated representative, in writing, on "Intention Form" each year in May.

22.6 All regular drivers assigned a mid-day route shall be paid a minimum of one (1) hour.

22.7 The timing of bus routes will be completed two (2) times annually, on or around the last week of September and sometime during the month of November. The actual rate or times of the route established through the timing process shall be determined by the director of transportation and the superintendent using the times as a basis for the decision. Major discrepancies between

the route times and the actual times may cause the route to be re-timed and re-calibrated. The bus driver will have input into the process through the initial timing of the routes.

ARTICLE 23 - FIELD TRIPS

23.1 "A field trip shall be defined as any transportation assignment specifically assigning a bus driver to take students by bus to a school sponsored event - by a school bus travel certificate issued by the Assistant Superintendent/Director of Buildings & Operations/Transportation Director or designee."

23.2 Beginning each school year, field trips assigned to regular drivers shall be based on seniority. After each bargaining unit member has received a trip in rotation, additional field trips will be awarded to the individual with the least amount of hours worked for the appropriate availability list.

23.3 School bus travel certificates will be consecutively numbered according to date and departure time, when possible. The driver with the least amount of hours worked will select the next available numbered travel certificate.

23.4 Following completion of a field trip, the driver will enter the appropriate amount of time to the nearest quarter (1/4) hour, on the travel certificate and the correct availability list provided in the driver's lounge.

23.5 All field trips that are assigned to regular drivers shall be in seniority from the list indicating the date the driver has signed as to his/her availability. Assignment will be made each Monday at 9:15 A.M. unless otherwise notified.

23.6 Availability time shall be :

A. School Day (Approximately 9:00 A.M. - 2:15 P.M.)
B. After-Afternoon Route (Approx. 4:00 P.M. & Later)
C. Weekends and Holiday Vacations

23.7 A bus driver's name may be on one or more or these availability lists. Field trip requests shall be placed in one of the above categories, and the drivers will be selected from this list for that trip. If a driver refuses a field trip, he/she shall not be eligible again until the entire seniority list has been asked once. This same procedure shall be followed each time a field trip is refused.

23.8 Field trips will usually be assigned for the week or longer, if possible. The assignments will be as follows:

A. School Day Trip
B. After-Afternoon Route Trips
C. Weekends and Holiday Vacations

23.9 If a driver wishes his/her name removed from any of the field trip lists, it must be for the remainder of the semester.

23.10 Any field trip accepted or refused with less than twenty-four (24) hours notice shall not count as a turn. A field trip cancellation by the driver with less than twenty-four (24) hours notice shall result in that driver forfeiting appropriate hours equal to double the amount of hours refused in the rotation on the same list that the trip was canceled, except in an extreme emergency.

23.11 Trading of field trips is permissible if approved by Assistant Superintendent/Director of Buildings & Operations/Transportation Director or his designee.

23.12 All regular drivers shall take their regular assigned routes before field trips unless approved and/or requested by the Superintendent of Schools or designated representative. Drivers who give up his/her regular route for a field trip will not receive pay for both regular route and field trip, but will receive regular route pay for established time for the route and extra time worked at trip rate.

23.13 Drivers not showing up at time of field trip shall be given a written warning by the supervisor for the first offense and have their name deleted from the field trip list for thirty (30) school days for the second offense. A third incident will result in the deletion of the driver's name from the field trip list for a period of sixty (60) school days (exception to this regulation shall be in the event of a bus breakdown on said driver's regular route and for other justifiable reasons as determined by the superintendent of schools or his designated representative). No driver shall have two (2) trips in the same day unless an emergency situation exists.

23.13 B. If a driver completes twelve (12) months without missing a field trip, his/her number of offenses will be reset to zero (0) for purposes of this section.

23.14 If an emergency field trip (less than twenty-four (24) hours notice) becomes available, it shall be offered directly to the next driver in rotation. If the attempt to fill the trip with that driver is unsuccessful, (i.e. , driver refused trip or cannot be reached), the trip will then be offered to the second driver in rotation. If the trip is still not filled, any driver may be offered the trip until filled.

23.15 If a field trip assignment is canceled and the bus driver(s) is/are notified prior to reporting to the sending school, the driver(s) shall be placed at the top of the appropriate field trip list. If a field trip is canceled and the bus driver(s) is/are not notified and reports to the sending school, the driver(s) shall receive one (1) hour minimum. If more than one (1) bus is dispatched on a field trip assignment and less than the number dispatched is used, the least senior bus driver(s) shall drive the field trip assignment. The most senior driver(s) shall return to the garage and shall be paid the same as the bus driver driving the field trip assignment. Drivers will be reimbursed the actual cost of a ticket for admission to the field trip event, up to ten dollars ($10.00), if one is purchased.

23.16 If a field trip is determined to be for an extended period of time, a driver may be assigned to transport students to the site and return the bus to a designated area. The same driver may then be requested to return to the site, at a specific time, to transport the students back to the school. Elapsed time occurring between the two (2) portions of the above mentioned trip, shall not be included in the duration of a trip. Any driver accepting both portions of a "split-trip" shall be paid a minimum of four (4) hours.

If this assigned trip is refused, the next driver on the rotation (seniority) will be offered the trip as assigned. In the event the trip, as originally scheduled, is shortened, an attempt will be made to contact the assigned driver for an early return. In the event the scheduled driver cannot be reached, the next driver in rotation will be called and offered the trip. This driver will receive a minimum of two (2) hours. The original driver assigned will receive one (1) hour field trip rate (even though this driver did not drive).

All drivers who accept a field trip shall be paid for the duration of the trip at field trip rate of pay with a minimum of one (1) hour. F.F.A. and physical education local trips shall be exempted.

23.17 When a long distance trip (overnight) is taken, a driver may be allowed to request another driver to accompany him/her on the trip provided that the accompanying driver has no routes scheduled for the time spent on the field trip. The accompanying driver may do so, however, he/she shall not receive pay.

ARTICLE 24 - ORGANIZATIONAL RIGHTS

24.1 Local #291, OAPSE, shall have the following rights in addition to the rights contained in any other portion of this agreement.

A. The right to access, at reasonable times, to areas in which employees work provided the representative first receives the approval of the building principal or Assistant Superintendent/Director of Buildings & Operations/Transportation Director. It is understood that employee's work activities are not to be interrupted by such visits.

B. The right to use, without charge, facilities and buildings, at reasonable times, for association meetings upon giving reasonable notice to and receiving permission from building principal.

C. The right to use, without charge, Board of Education bulletin board, mailboxes, and the use of the school mail system for the posting and transmission of information or notices concerning Local #291, OAPSE, meetings.

D. The right to review a specific employee personnel file when accompanied by the employee and upon that employee's request or on presentation of a written request and authorization signed by the employee.

E. The right to be supplied with a complete "hire date" seniority date roster of all bargaining unit employees on the effective date of this agreement and each September 30th thereafter. However, the chapter president shall be provided with notice of all deletions or additions to such seniority list in the interim with the dates of hire and classification. The roster shall indicate the employee's present classification and primary job site.

F. The right of release time for employees who are state officers to conduct necessary Local #291 OAPSE business, if approved by the building principal, superintendent of schools or designated representative.

G. The right to conduct orientation sessions on this agreement for bargaining unit employees during regular working hours as long as every effort is made to effect as few as possible employees and approval is secured from superintendent of schools or designated representative. The length of time of meeting shall not exceed one (1) hour.

ARTICLE 25 - OAPSE MEETINGS

25.1 Employee(s) may, at the direction of the supervisor, attend Local #291 union meetings (which shall not exceed one (1) evening per month) when such meeting occurs during the employee's regular work hours. Such time shall be made up by the employee that shift or as soon as possible as determined by the employee's supervisor. Release time to attend Local #291 union meetings during the employee's regular work day require prior approval by the employee's immediate supervisor.

ARTICLE 26 - BANQUET PAY FOR COOKS

26.1 Cooks' additional pay for banquets is as follows:

A. If event is school sponsored, $.27 per hour additional.

B. If event is non-school sponsored, $.35 per hour additional.

26.2 School Sponsored - staff breakfast, cheerleader, student council, etc.

26.3 Non-School Sponsored - senior citizens' breakfast, etc.

ARTICLE 27 - FOOD SERVICE SUBSTITUTES

27.1 Regular food service employees will receive extra time when employee is off and more hours of work is available.

27.2 This regulation only applies to movement within the individual building except in cases of extended illness (more than two (2) days) outside the assigned building.

27.3 Long-term substitutes will not be used to fill vacant positions in lieu of hiring a regular employee.

ARTICLE 28 - TRANSPORTATION - WASHING AND CLEANING BUSES

28.1 All bus drivers shall receive the following benefits:

A. Payment for one and one-half (1 1/2) hour per month at $12.00 per hour to wash buses.

B. Payment of six (6) hours at $12.00 per hour may be submitted to clean busses at the closing of the school year. More than six (6) hours must be approved by the superintendent of schools or designated representative.

C. Above will not apply if other means of washing and cleaning busses is secured.

D. Bus drivers shall receive six (6) hours pay, at $12.00 per hour, for attending in-service meetings, completion of maps and route schedules and planning meetings prior to or during the school year.

ARTICLE 29 - CALAMITY DAYS

29.1 Definition: School is closed due to epidemic or other public calamity.

29.2 **Twelve Month Employees**

A. For the first five (5) calamity days, all twelve month employees shall not be required to report for work when a calamity day is called by the administration, unless notified otherwise by the Superintendent/designee. The employee will be paid his/her normal rate of pay for the actual hours worked in addition to their calamity day pay. Any actual hours worked will not count as additional hours for purposes of overtime calculations. If the number of calamity days exceeds five (5), employees will attempt to report for work on the sixth (6th) and all successive days. Providing that the employee is unable to report for work, available personal leave day(s) or vacation day(s) will be approved for use on such day(s).

When the employee reports for work they shall work a normal length shift. If following the sixth (6th) and successive calamity days the state approves additional calamity days above the five (5) granted, the employee will be given compensatory time equal to the amount of time worked (one hour comp. time for each hour worked).

29.3 All Employees

A. All employees shall be paid their appropriate rate of pay according to their contract except as noted above. Such days as are designated for make-up days due to the closing of schools shall not call for additional compensation except only to the extent that total days of duty may not exceed that provided in the contract.

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

29.4 Extra Work

A. Extra work shall be offered to employees on a rotating basis by seniority within their job location and classification before said work is offered to any employee from another location within the same classification. If an employee within one location declines said extra work, it then shall be offered to the senior employee within the job classification that the extra work is needed. Such extra work out of location shall be on a rotating basis. This section does not apply in instances caused by absenteeism.

B. Bus drivers who have their driving hours affected will be paid (trip hourly rate) for waiting time spent at the bus garage because of weather delay.

ARTICLE 30 - INSURANCE (Medical, Prescription and Dental Insurance)

30.1 Insurance

A. Switch to Ideal Plan

B. Prescriptions: Seven dollars ($7.00) for generic and twelve dollars and fifty cents ($12.50) for brand for a thirty (30) day supply. Mail order for up to a ninety (90) day supply is fourteen dollars ($14.00) for generic and twenty-five dollars ($25.00) for brand.

C. Add Optional High Deductible Plan

D. Employee Contribution of 10%

E. In order to receive 25% of the current premium in lieu (30.2), employee may not be covered by HESE medical insurance.

F. Stop Deductible Reimbursement (30.3) June 30, 2014

The Willard Board of Education will provide hospitalization with major medical for eligible employees. Each eligible employee shall be provided single coverage if they so desire, according to the employee contribution plan listed below. Family coverage may also be provided to employees who do not choose family coverage through their spouse, again, according to the terms listed below. It is the responsibility of the employee to contact the superintendent or his designated representative if he/she wishes family coverage.

Working spouse language and participation is required along with the network and non-network language (see attachments).

30.2 Employees may elect to receive 25% of the current single premium in lieu of participation in the hospitalization insurance program. Employees are encouraged to tax shelter all insurance premium payments via an employee-funded Section 125 Flexible Spending Account. When both the husband and wife are employees of the Willard City School District and when both the husband and wife elect to each take single coverage in lieu of family coverage, the couple shall be entitled to receive one twenty-five (25%) percent payment. In order to receive 25% of the current premium in lieu, employee may not be covered by HESE medical insurance.

30.3 Beginning July 1, 2014, the Board will stop the deductible reimbursements incurred as a result of using the hospital/medical portion of the insurance. The board also agrees to provide a wellness benefit as described in the Appendix.

ARTICLE 31 - PRESCRIPTION INSURANCE

31.1 The Willard Board of Education will provide prescription insurance coverage for each member of the bargaining unit. Effective August 1, 2014 the prescription card deductible shall be seven dollars ($7.00) for a generic prescription and twelve dollars and fifty cents ($12.50) for a name brand prescription. The deductible for the mail order which may be for up to a ninety (90) day supply is fourteen dollars ($14.00) for generic prescription and twenty-five dollars ($25.00) for brand name prescriptions. Employees are encouraged to tax shelter all insurance premium payments via an employee-funded Section 125 Flexible Spending Account.

ARTICLE 32 - LIFE INSURANCE

32.1 The Willard Board of Education will provide each member of the bargaining unit with Forty-Five Thousand Dollars ($45,000.00) term life policy.

ARTICLE 33 - DENTAL INSURANCE

33.1 Employees are encouraged to tax shelter all insurance premium payments via an employee-funded Section 125 Flexible Spending Account.

ARTICLE 34 - TRAVEL EXPENSE

34.1 Any employee of the Board of Education shall be paid at the rate of $.55 per mile for travel expense incurred while negotiating school business authorized by the Superintendent of Schools.

ARTICLE 35 - INCENTIVE PAY

35.1 Each member of the OAPSE bargaining unit shall receive one (1) day's pay if he/she is not absent from work. Absence shall include:

A. A Deduct Day

B. More than one (1) Sick Leave Day

35.2 Each member of the OAPSE bargaining unit shall receive one additional (1) day's pay if he/she does not use a personal day during the contract year.

ARTICLE 36 - RESPONSIBILITY

36.1 In the event building maintenance helper and/or bus mechanic helper is performing work alone, because of absence (this does not include absence due to vacation) of building maintenance or bus mechanic for a period of five (5) consecutive work days or more, said building maintenance helper or bus mechanic helper shall automatically advance to the pay scale of the building maintenance or bus mechanic and will be paced at the appropriate place on this schedule based on experience.

ARTICLE 37 - WAGES

37.1	2013-2014 Contract Year	1.0% lump sum payment based on base pay $300.00 lump sum signing bonus
	2014-2015 Contract Year	The 1.0% lump sum shall be added to the base pay Additional 1.0% added to the base pay

Night shift increments apply only to one hundred eighty (180) day school year.

37.2	Field Trips	$11.04

37.3 - 37.25 - SALARY - BACK OF BOOK

37.26 Employee's shall receive all wages due in twenty-six (26) or twenty-seven (27) payments as it applies to the school calendar. All employees will receive their pay via direct deposit every other Friday. In the event a payday falls on a holiday, direct deposits will be issued in advance of Friday.

37.27 ADDITIONAL REQUIRED TRAINING OR LICENSING

The board shall reimburse and/or cover the expenses for an employee, when during the course of employment, additional training or licensing is required to maintain his or her position. The superintendent of schools shall review and determine if approval is to be given to requests prior to training and licensing.

ARTICLE 38 – SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

38.1 The Willard City Board of Education agrees with OAPSE Local #291 to "pick-up" contributions to the SERS (utilizing the salary reduction method) paid on behalf of the bargaining unit members, at no cost to the board, under the following terms and conditions.

A. The amount to be "picked" on behalf of each employee shall be 9.0% of the employee's gross annual compensation, or such higher rate as may be required by SERS as required employee contribution. The employee's annual compensation shall be reduced, at no cost to the board by an amount equal to the amount "pick-up" by the board for the purpose of state and federal tax only.

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

C. 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.

D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a bargaining unit member's contract).

38.2 Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

38.3 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the board will be held harmless and this article of the agreement shall be declared null and void.

ARTICLE 39 - FLEXIBLE SPENDING ACCOUNT

39.1 A Section 125 Flexible Spending Account shall be available to each employee. Participation in such account shall be at the option of each individual employee. Participation shall be by payroll deduction with all administrative and handling costs charged by the carrier being the responsibility of the employee(s). Full explanation of this program shall be the sole responsibility of OAPSE.

ARTICLE 40 - DURATION

40.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

40.2 Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties of this agreement.

40.3 The terms and conditions of this agreement shall be effective and retro-active for the period commencing July 1, 2013 and shall continue in effect to and including June 30, 2015.

40.4 This article shall not operate to bar negotiations over any subject matter which the employer and the union mutually agree to negotiate.

40.5 Signed and entered into this 15th day of May, 2014.

FOR THE BOARD

FOR OARSE:

WILLARD CITY SCHOOLS
WILLARD, OHIO

ARTICLE 37 – SALARY SCHEDULE

37.3 BUS DRIVERS

Experience	2013-2014	Experience	2014-2015
Beginning	15.90	Beginning	16.06
1 Year	16.17	1 Year	16.33
2 Years	16.45	2 Years	16.62
3 Years	16.73	3 Years	16.89
4 Years	17.02	4 Years	17.19
5 Years	17.31	5 Years	17.48
6 Years	17.60	6 Years	17.78
10 Years	17.71	10 Years	17.89
15 Years	17.86	15 Years	18.04
20 Years	18.01	20 Years	18.19

37.4 If a substitute bus driver drives five (5) consecutive days for the same employee, he/she moves to the beginning salary schedule level beginning the sixth (6th) day.

On-board instructor will be paid at **their regular route rate of pay**.

37.5 CUSTODIANS

Experience	2013-2014	Experience	2014-2015
Beginning	14.33	Beginning	14.48
1 Year	14.59	1 Year	14.74
2 Years	14.86	2 Years	15.01
3 Years	15.12	3 Years	15.27
4 Years	15.38	4 Years	15.54
5 Years	15.64	5 Years	15.81
6 Years	15.91	6 Years	16.07
10 Years	16.01	10 Years	16.17
15 Years	16.16	15 Years	16.32
20 Years	16.31	20 Years	16.47

Extra Pay Added to Base for:

Elementary School Head Custodian	$160.00
High School, Middle School & Central Head Custodian	5% of Base
Boiler's License	$.35 Per Hour
Night Shift Increment	$.30 per hour (2nd shift). $.30 Per Hour (3rd shift)

37.6 If a substitute custodian works five (5) days consecutive days for the same employee, he moves to the beginning salary schedule level beginning the sixth (6th) day.

37.7 COOKS

Experience	2013-2014	Experience	2014-2015
Beginning	12.43	Beginning	12.56
1 Year	12.64	1 Year	12.76
2 Years	12.85	2 Years	12.98
3 Years	13.06	3 Years	13.19
4 Years	13.28	4 Years	13.41
5 Years	13.50	5 Years	13.64
6 Years	13.73	6 Years	13.86
10 Years	13.83	10 Years	13.97
15 Years	13.98	15 Years	14.12
20 Years	14.13	20 Years	14.27

Head cook at the High School, Middle School and Central Elementary receives $.25 per hour extra.

37.8 If a substitute cook works five (5) consecutive days for the same employee, she moves to the beginning salary schedule level beginning the sixth (6th) day. If a cook assumes the head cook position on the second consecutive day, she moves to the appropriate position on the head cook salary schedule level as determined by superintendent or his designee.

37.9 SECRETARIES, LIBRARY AIDES, STUDY HALL SUPERVISORS

Experience	2013-2014	Experience	2014-2015
Beginning	14.06	Beginning	14.20
1 Year	14.33	1 Year	14.48
2 Years	14.56	2 Years	14.71
3 Years	14.82	3 Years	14.96
4 Years	15.06	4 Years	15.21
5 Years	15.33	5 Years	15.49
6 Years	15.55	6 Years	15.71
10 Years	15.66	10 Years	15.81
15 Years	15.81	15 Years	15.96
20 Years	15.96	20 Years	16.12

37.10 If a substitute secretary works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.11 EDUCATIONAL AIDES

Experience	2013-2014	Experience	2014-2015
Beginning	13.48	Beginning	13.62
1 Year	13.74	1 Year	13.87
2 Years	13.97	2 Years	14.11
3 Years	14.21	3 Years	14.35
4 Years	14.43	4 Years	14.58
5 Years	14.69	5 Years	14.83
6 Years	14.93	6 Years	15.08
10 Years	15.02	10 Years	15.18
15 Years	15.18	15 Years	15.33
20 Years	15.33	20 Years	15.49

37.12 If a substitute educational aide works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.13 BUS MECHANIC

Experience	2013-2014	Experience	2014-2015
Beginning	17.15	Beginning	17.32
1 Year	17.47	1 Year	17.65
2 Years	17.78	2 Years	17.95
3 Years	18.11	3 Years	18.29
4 Years	18.42	4 Years	18.61
5 Years	18.72	5 Years	18.90
6 Years	19.01	6 Years	19.20
10 Years	19.11	10 Years	19.30
15 Years	19.26	15 Years	19.45
20 Years	19.41	20 Years	19.61

37.14 If a substitute bus mechanic works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.15 BUS MECHANIC HELPER

Experience	2013-2014	Experience	2014-2015
Beginning	14.35	Beginning	14.50
1 Year	14.59	1 Year	14.74
2 Years	14.86	2 Years	15.01
3 Years	15.09	3 Years	15.24
4 Years	15.37	4 Years	15.53
5 Years	15.61	5 Years	15.77
6 Years	15.86	6 Years	16.02
10 Years	15.96	10 Years	16.12
15 Years	16.11	15 Years	16.27
20 Years	16.25	20 Years	16.41

37.16 If a substitute bus mechanic helper works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.17 BUILDING MAINTENANCE

Experience	2013-2014	Experience	2014-2015
Beginning	17.15	Beginning	17.32
1 Year	17.47	1 Year	17.65
2 Years	17.78	2 Years	17.95
3 Years	18.11	3 Years	18.29
4 Years	18.42	4 Years	18.61
5 Years	18.72	5 Years	18.90
6 Years	19.01	6 Years	19.20
10 Years	19.11	10 Years	19.30
15 Years	19.26	15 Years	19.45
20 Years	19.41	20 Years	19.61

37.18 If a substitute building maintenance works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.19 BUILDING MAINTENANCE HELPER

Experience	2013-2014	Experience	2014-2015
Beginning	14.35	Beginning	14.50
1 Year	14.59	1 Year	14.74
2 Years	14.86	2 Years	15.01
3 Years	15.09	3 Years	15.24
4 Years	15.37	4 Years	15.53
5 Years	15.61	5 Years	15.77
6 Years	15.86	6 Years	16.02
10 Years	15.96	10 Years	16.12
15 Years	16.11	15 Years	16.27
20 Years	16.25	20 Years	16.41

37.20 If a substitute building maintenance helper works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.21 FOOD SERVICE DRIVER

Experience	2013-2014	Experience	2014-2015
Beginning	13.75	Beginning	13.88
1 Year	14.04	1 Year	14.18
2 Years	14.23	2 Years	14.37
3 Years	14.46	3 Years	14.61
4 Years	14.67	4 Years	14.81
5 Years	14.99	5 Years	15.14
6 Years	15.25	6 Years	15.40
10 Years	15.35	10 Years	15.51
15 Years	15.50	15 Years	15.66
20 Years	15.66	20 Years	15.81

37.22 If a substitute food service driver works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.23 ATTENDANCE OFFICER

Experience	2013-2014	Experience	2014-2015
Beginning	13.29	Beginning	13.42
1 Year	13.53	1 Year	13.67
2 Years	13.77	2 Years	13.90
3 Years	13.99	3 Years	14.13
4 Years	14.23	4 Years	14.37
5 Years	14.47	5 Years	14.62
6 Years	14.72	6 Years	14.86
10 Years	14.82	10 Years	14.96
15 Years	14.97	15 Years	15.12
20 Years	15.12	20 Years	15.27

37.24 If a substitute attendance officer works five (5) consecutive days for the same employee, he or she moves to the beginning salary schedule level beginning the sixth (6th) day.

37.25 EMIS COORDINATOR

Experience	2013-2014	Experience	2014-2015
Beginning	16.83	Beginning	17.00
1 Year	17.12	1 Year	17.29
2 Years	17.44	2 Years	17.62
3 Years	17.77	3 Years	17.94
4 Years	18.09	4 Years	18.27
5 Years	18.36	5 Years	18.55
6 Years	18.74	6 Years	18.92
10 Years	18.84	10 Years	19.02
15 Years	18.99	15 Years	19.18
20 Years	19.14	20 Years	19.33