

13-CON-03-1939

STATE
RELATIONS

ADMINISTRATIVE
SECURITIES
CONTACT

June 30, 4

ARTICLE 1 – AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD

This agreement made and entered into July 11, 2013, by and between the Board of Education of the Waterloo Local School District, hereinafter referred to as the "Board" and the Waterloo Local School District Building Secretaries, hereinafter referred to as the "Association". This agreement will remain in full force and effect from July 1, 2013 through June 30, 2016.

ARTICLE 2 – RECOGNITION

The Association shall include all building secretaries, excluding Central Office secretaries and other secretaries determined by the Superintendent to be confidential at the district level.

ARTICLE 3 – NEGOTIATIONS

1. Scope

- A. The Association shall have all bargaining rights for all Association members in the Association on the following subjects:
 - a. Wages, hours, fringe benefits, and other matters of economic welfare.
 - b. Dues Deductions
 - c. Terms and conditions of employment

2. Teams

- A. The Board representatives will meet with the representatives of the Association for the purpose of negotiations. The Board's negotiating team and the Association's negotiating team will be limited to not more than four (4). Neither party shall have control over the selection of the other party's team members.

3. Request for Meeting

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

4. Submission of Issues

- A. All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit, in writing, to the Association 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 to by both parties.

5. Negotiations Procedures

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

B. Caucus

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

C. Releases

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

D. Item Agreement

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

E. 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 Association and the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board President, Treasurer, Superintendent, and Association Representatives.

F. Intent to Recommend

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

G. Impasse

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

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

SECTION 5

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

SECTION 6

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

ARTICLE 4 – GRIEVANCE PROCEDURES

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

STEP ONE

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

STEP TWO

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

STEP THREE

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

STEP FOUR

If the grievance is not resolved in Step Three, the Association member of the Association Representative may, within five (5) working days of receipt of the Superintendent's response, submit the grievance to the Board of Education. At its next regular scheduled meeting, the Board shall conduct a hearing on the grievance. The Board respond, in writing, to the grievant and the Association Representative within ten (10) working days of the hearing

STEP FIVE

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

2. Power of the Arbitrator.

- A. It shall be the function of the Arbitrator and he/she shall be empowered except as his/her powers are limited below after due investigation to make a decision in case of alleged violations outlined in Article 5, Section A of this Agreement.
- B. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this contract. The Arbitrator shall not substitute his/her judgment for that of the Administration, unless such judgment is clearly restricted by this contract.
- C. He/she shall have no power to establish salary schedules or change salary schedule
- D. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this agreement.
- E. If either party felt the arbitrator has exceeded his/her authority according to the contract and Ohio Statutory and Case Law, that party may appeal the decision to the appropriate court.
- F. In the event that a case is appealed to an Arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendation on its merit.

- G. The Arbitrator's decision shall be final and binding on the employee or employees involved in the grievance and the Administration and the Board.
- H. The fees and expenses of an Arbitrator shall be shared equally. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them except where it is agreed to that such hearing is during a witness's regular hours of employment.

3. Grievance Forms

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties to the agreement. Such forms must provide for naming of the alleged violations and shall state the contention of the Association members of the Association and shall indicate the relief requested.
- B. Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed resolved by the Administration's last answer.
- C. Time limits may be extended by the Administration and the Association by agreement in writing, then the new date shall prevail.
- D. The agreed to grievance form shall be made available to any Association member requesting such, either through his Supervisor or Association Representative.
- E. The grievance form is attached as Exhibit A.

ARTICLE 5 – ASSOCIATION MEMBER EVALUATION

- 1. Evaluation of the Association member shall be the responsibility of the principal. The annual evaluation form to be used by the principal to evaluate the Association member shall be the one included in the Appendix to this contract.
- 2. All evaluations shall be in writing. The evaluation shall be signed by the evaluator. The evaluation will then be signed by the individual to signify his/her notification of the evaluation, but not that the Association member necessarily agrees with the evaluation.
- 3. One (1) formal evaluation shall be conducted annually by the building administrator to be completed by May 1.
- 4. Association Member evaluation form in Appendix A.

ARTICLE 6 – SECRETARIAL CONTRACTS

- 1. Contracts for the employment of Association members shall be of two types:

Limited Contracts and Continuing Contracts

- A. Limited Contracts – Newly hired secretaries in the Association shall enter into written contracts for their employment which shall be for a period of not more than one year. If such Association members are rehired, their subsequent contract shall be for a period of two years.
 - B. Continuing Contracts – A continuing contract is a contract which shall remain in effect until the Association member resigns, elects to retire, or is terminated or suspended; and shall be granted after the termination of the two-year contract. The salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the nonteaching employees of the entire district.
2. The Board Treasurer will send a contract to be signed at the designated time for limited contracts. A salary notice will be sent to those secretaries with continuing contracts.
 3. Secretarial contract and salary notice forms in Appendix B.

ARTICLE 7 – SALARY AND SALARY SCHEDULE

Employees will be placed at the step they would otherwise be if there was no freeze during the 2011-12 and 2012-13 academic school years. No back pay will be given. Base increases as follows:

2013-14	.75%	2014-15	1.0%	2015-16	1.0%
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SERS PICKUP

The Waterloo Board of Education herewith agrees to pickup (assume and pay) contributions to the State Employees Retirement System upon behalf of the employees in the Association on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall equal the amount he/she is required by SERS to pay into his/her account. The employee’s annual compensation shall be reduced by the amount equal to the amount picked up and paid by the board.
2. The pickup percentage shall apply uniformly to all members of the Association.
3. No Association member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
4. The pickup shall apply to all compensation including supplemental earnings.
5. It is anticipated that the Internal Revenue Service will treat this contribution pickup by the employer contributions for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the employer on behalf of the employee, the responsibility for payment shall rest with the individual employee.

ARTICLE 8 – WORKER’S COMPENSATION/SAFETY

1. All Association members covered under this agreement are protected under the State Workers Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported in writing on the proper forms, provided by the Treasurer, to the injured Association member's Principal and/or designated representative.
3. Association members injured on the job shall have the option of using Worker's Compensation or sick leave, but shall be encouraged to use Worker's Compensation.
4. Employers upon receipt of Worker's Compensation may repurchase sick leave by repaying the school Treasurer on a day to day basis, the amount that Association member receives for sick leave for the specific days requested by the employer.
5. The Board agrees to:
 - a. Provide the Association Representative with copy of all Worker's Compensation claim forms.
 - b. Provide safety protection for all Association members.
 - c. Provide for the discussion of safety issues at Labor Management Meetings.
6. The Association agrees to encourage members of the Association to participate in safety practices in compliance with Ohio Law.

ARTICLE 9 – OVERTIME

1. All overtime shall be offered to Association members on a rotation basis recognizing seniority within the same job classification.
2. Bargaining unit members shall be awarded overtime within their own job classification before it is offered to a bargaining unit member from another location.
3. If a bargaining unit member within a job location declines overtime, it shall be offered to the senior bargaining unit member within the job classification that the overtime is needed. Such overtime out of location shall be on a rotation basis.
4. All hours over forty (40) in one (1) work week shall be paid at the rate of time and one half (1 ½). All work performed on Sunday shall be paid at the rate of double time (2).
5. Association members working at two or more rates:

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

ARTICLE 10 – DAYS WORKED

Class I

High School Administrative Secretary	219 Days
Middle School Administrative Secretary	214 Days
Primary School Administrative Secretary	204 Days
8 Hours per day	
High School Guidance/Special Services Secretary	192 Days
8 Hours per day	

Class II Secretary

4 Hours per day

If a temporary position exists for more than (120) workdays, it will then be posted and awarded in accordance with Article 10 Class II Secretary.

182 Days coincide with teacher's days, the remaining days to be equally distributed before school begins and after school ends, unless assigned by building principal and approved by Superintendent.

ARTICLE 11 – NO PAY EARN DAYS

1. Once paid leave is exhausted, an Association member may request day(s) of absence without pay, the Association member must complete the leave of absence form requesting said day(s) on a no-pay-earn basis; and may take said day(s) with Superintendent's approval.
2. Insurance Benefit Rights – Any Association member on an approved unpaid/partial-paid leave shall be entitled to request in writing to the board treasurer, and receive the right, to continue any or all insurances currently being received by the Association member, provided the Association member pays to the board treasurer, in advance each month, the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the Association member upon termination of leave.

ARTICLE 12 – HOSPITALIZATION

1. The Board of Education shall provide Single or Family Hospital, Surgical, and major Medical Insurance coverage for full time employees; full time as defined in the Affordable Care Act (or other future state/federal legislation). Specifications for the coverage shall be the same as those contained in the Portage County Schools Consortium Waterloo Local Schools Employee Benefit Plan for Certified/Licensed Employees.

ARTICLE 13 – CALAMITY DAYS

1. All Association members shall be paid their appropriate rate of pay all days or part of a day when schools in which they are employed are closed due to an epidemic or other public calamity.

2. Any Association member who performs work or reports to work for the Board of Education shall be paid his/her regular day's wages plus his/her hourly rate for the number of hours worked.
3. Calamity days shall not be counted as days worked for the purpose of determining the rate of overtime work payment.

ARTICLE 14 – TRAVEL ALLOWANCE

Any Association member required to use his/her own vehicle for school business will be reimbursed at the Board adopted IRS rate. All mileage must receive prior approval of the Superintendent.

ARTICLE 15 – SEVERANCE PAY

1. The Board will grant an Association member employee and who has eight (8) years of service in the Waterloo District and is retiring, severance pay equal to thirty (30) percent of the Association members accumulated sick leave multiplied by the person's per diem rate of pay up to a maximum of eighty-seven (87) days.
2. The rate of pay shall be his/her rate of salary schedule at the time of leaving the service of the Board.
3. Severance pay shall be awarded within thirty (30) days of proof of retirement from SERS.
4. Payment of severance pay shall eliminate all accrued sick leave days.
5. If an Association member, who has officially notified the Board of his/her pending retirement, dies prior to the actual receipt of severance pay, then the severance pay shall be paid to his/her estate.
6. Upon the death of a bargaining unit member, the district shall pay to the bargaining unit member's beneficiary an amount equal to thirty (30%) percent of the employee's accumulated sick leave, up to a maximum of eighty-seven (87) days.

ARTICLE 16 – HOLIDAY PAY

1. Association members regularly working 30 hours per week or more shall receive the following days off with pay:

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

ARTICLE 17 – LONGEVITY PAY

1. After an Association member completes fourteen (14) years of continuous service, he/she shall receive longevity payment of \$800.00 per year.

2. For all years of completed service of eighteen (18) years or more, he/she shall receive a longevity payment of \$900.00 per year.
3. For all years of completed service of twenty-two (22) years or more, he/she shall receive a longevity payment of \$1000.00 per year.
4. For all years of completed service of twenty-six (26) years or more, he/she shall receive longevity payment of \$1200.00 per year.

Longevity pay shall be provided to all employees scheduled to work 30 hours or more per week.

ARTICLE 18 – DEDUCTIONS

1. Voluntary Deductions – Secretarial personnel may request the following payroll deductions, upon completion of proper forms submitted to the Board Treasurer prior to September 15 of each school year:

Hospitalization Insurance		
Major Medical Insurance		
Life Insurance		
Tax-Sheltered Annuities)	
Disability Insurance)	So long as 5 employees
United Way)	(district-wide) participate with
United States Savings Bonds)	respective company.
Association Dues		
Portage Schools Credit Union		

ASSOCIATION DUES

Each Association member shall be given an opportunity to submit a payroll deduction form to the Board Treasurer by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The Treasurer shall have the form prior to making the deductions.

The deductions may be made equally from each bi-weekly paycheck, commencing the first pay in November.

These deductions shall continue from year to year automatically. The Association shall forward to the Board Treasurer and the bargaining unit member, by October 15 of each year, the amount to be deducted for that year.

The Board Treasurer shall give to the secretary's association treasurer a bi-weekly report of dues deducted.

ARTICLE 19 – VACATION

There shall be no paid vacation days for any Association member.

ARTICLE 20 – PERSONAL LEAVE

Association members are permitted three (3) personal leave days per school year, not accumulative, under the following guidelines:

A. Personal days approved shall not be deducted from sick leave day

A request for a personal leave day must be approved by the building principal and the superintendent.

A request for a personal leave day must be submitted to the building principal at least five (5) days in advance; however, exceptions to this rule may be made in emergency situations by the superintendent.

Personal leave days shall not be approved for the day before or after a legal holiday; however, exceptions may be made for emergency situations.

Personal leave shall not be used for gainful employment.

Personal leave will be approved for the following reasons:

Business that cannot be transacted at any other time other than school hours.

Death of a person other than those listed under sick leave.

Observance of a religious holiday other than those listed on the official school calendar.

All requests for personal leave days will be sent to the superintendent, whether or not approved by the principal.

The superintendent may grant additional personal leave days for any other reason.

Any unused personal days will carry over to sick leave days.

ARTICLE 21 – SICK LEAVE

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

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and absence due to illness, injury or death to the employee's immediate family (Immediate family includes spouse, brother, sister, child, father, mother, father or mother of spouse, foster parent, son or daughter-in-law, brother or sister-in-law and grandparents). Unused sick leave shall be accumulated without limit. The Superintendent may at his discretion grant sick leave for illness or death to other relatives.

Any accumulated sick leave of an Association member separated from any other public service shall be transferable.

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

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

After five (5) consecutive days of such leave, the employee may be requested to provide to his/her immediate supervisor a written statement from his/her physician authorizing the return to work. Failure to provide such a statement will prevent the employee from returning to active employment.

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

Sick leave may be used for the death of a grandchild.

Sick leave will be submitted through KIOSK

ARTICLE 22 – ASSAULT LEAVE

Any Association member who is assaulted while performing assigned duties will be granted paid leave of absence for the period so designated by the Association member's physician up to twenty (20) working days, and said days will not be deducted from sick leave.

Assault leave will be submitted through KIOSK

ARTICLE 23 – COMPULSORY LEAVE

Released time shall be granted for subpoenaed appearances by the court or arbitration hearing. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the Association member in order to get regular pay for time released. Where such appearance involves the Association, the parties agree to work so that the scheduled appearance will not negatively impact on the delivery of services at the Waterloo Local School District.

Compulsory Leave will be submitted through KIOSK

ARTICLE 24 – JURY DUTY LEAVE

Association members will be granted leave for jury duty upon request. All jury duty pay shall be remitted to the Board within thirty (30) days of receipt.

Jury Duty Leave will be submitted through KIOSK

ARTICLE 25 – PROFESSIONAL MEETINGS LEAVE

Professional meetings leave may be granted to an Association member for the purpose of attending professional conferences, workshops or conventions, and for visiting other schools. This leave shall be granted upon recommendation of the principal and approval of the superintendent. The professional leave days shall not be deducted from accumulated sick leave days or personal days.

Requests for professional meetings leave must be submitted to the superintendent at least ten (10) working days in advance of the next regularly scheduled board meeting.

Requests for professional meeting leave shall include, in writing, the total cost to the Board for the professional day or days requested by the bargaining unit member. Total costs, as established by the Board, shall include travel, lodging, meals, registration fees and the cost of the substitute employee, if a substitute is required.

A one page summary of the conference shall be submitted to the superintendent, to be forwarded to the Board, within fifteen (15) working days following the use of professional leave. This summary will be for informational purposes only.

Professional Meeting Leave will be submitted through KIOSK

ARTICLE 26 – MATERNITY LEAVE

Any Association member may use sick leave or advancements thereof for absence due to disability caused by or contributed to be pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as pregnancy).

Maternity leave may be used in lieu of sick leave after the period of disability, as verified in writing by the physician. An Association member who is pregnant or adopting a child less than one (1) year of age, may request and shall be entitled to, a leave of absence, without pay, for maternity or child care reasons, to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or adopted. Such leave shall be up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester.

Application for Leave: Application for maternity leave shall be filed on the leave of absence form and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave of absence is to commence, and the term of the leave. In the case of miscarriage or abortion, the Association member shall be entitled to reinstatement at the beginning of the next grading period.

The Association member shall present a letter signed by his/her physician to the superintendent, verifying the period of time of the disability due to the pregnancy if different from the physician's statement given in paragraph one (1) on the previous page. The Association member shall submit, in writing to the superintendent, notification of her intent to return to secretarial duties at least fifteen (15) calendar days prior to her return. The staff member shall be entitled to reinstatement at the expiration of the leave to the general level assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate, or the job is combined or eliminated.

Paternity leave, without pay, shall be granted at the request of an Association member who has fathered or adopted a child in accordance with the above provisions.

Maternity leave will be submitted through KIOSK

ARTICLE 27 – MILITARY LEAVE

Any Association member in any of the United States military services, who is called to active duty for up to a two (2) week period, shall be paid the difference between what he/she receives from the military and his/her per diem rate on his/her current secretarial contract. Copies of active orders shall be provided to the superintendent.

For periods of active duty requiring more than a two (2) week period, the provisions of Ohio Revised Code 3319.14 shall govern the board's action.

Military Leave shall not be deducted from accumulated sick leave.

Military Leave will be submitted through KIOSK

ARTICLE 28 – FAMILY MEDICAL LEAVE

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

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

Eligibility for FMLA Leave, by reason of hours, shall be that the employee has worked at least 1250 hours in the year prior to requesting FMLA leave.

*The 12-month period for determining the amount of FMLA leave to which the employee is entitled shall be the fiscal year.

ARTICLE 29 – OTHER UNPAID LEAVES

Upon recommendation of the superintendent, the Board may authorize leaves of absence without pay for Association members provided the respective Association member has completed three (3) years of service within the district.

Leaves of absence shall be limited to a period not to exceed two (2) years; and shall be granted only after a written request and full study of each situation.

If the leave of absence is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, and other benefits shall be presented and available to the applicant upon return from his/her leave of absence.

Other unpaid leaves will be submitted through KIOSK

ARTICLE 30 – SENIORITY

Department Seniority shall be defined as an employee's length of continuous service with the Board, as determined by the most recent date of hire or based on the first day worked as a regular employee. Transfer or promotions shall not be construed to be most recent date of hire, nor shall

days worked as a substitute employee prior to being granted a regular position be construed as most recent date of hire.

DEPARTMENT SECRETARIES

Class I Secretary

High School Administrative Secretary
Middle School Administrative Secretary
Primary School Administrative Secretary
High School Guidance/Special Services Secretary

Class II Secretary

Part Time Secretary (4 hours per day)

Breaking Ties in Seniority

If two or more employees have the same department seniority, the seniority will be established as follows:

Board appointment date
Employee application date
Employee evaluation

Breaking Seniority

All seniority shall be broken and employment shall be terminated when an Association member:

Quits or retires from the school district
Is discharged for just cause or nonrenewed
Is laid off for a period exceeding two (2) years
Fails to report to work under the time limits specific under recall from layoff, Article 31

Accrual: E

Employees shall accrue seniority while on sick leave, approved leave of absence and layoff.

ARTICLE 31 – LAYOFF AND RECALL

If it becomes necessary to reduce the number of Association members in a department **class** due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such a layoff.

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 or Association members who resign, retire or otherwise vacate a position.

Whenever it becomes necessary to lay off Association members by reasons above, affected Association member shall be laid off according to seniority, with the least senior Association

member laid off first. A part-time employee may not bump a full time employee, though a full-time employee may bump a part-time employee.

The Board of Education shall determine in which Department Class the layoff should occur and the number of Association members to be laid off.

Twenty (20) days prior to the effective date of lay offs, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the name, seniority date and department and indicate which Association members are to be laid off. Each Association member to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:

Reasons for the layoff or reduction

The effective date of lay off

A statement advising the Association member of their rights of reinstatement from the layoff

For the department in which the layoff occurs, the Board shall prepare a reinstatement list. Association members shall be placed on this list in the reverse order of the lay off. Reinstatement shall be made from this list before any Association members are hired in that department.

Vacancies which occur in the department of layoff shall be offered to or declined in writing by the Association members standing highest on the lay off list before the next person on the list may be considered. Any Association member who declines reinstatement shall be removed from the reinstatement name list.

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

For purposes of recall all Association members remaining on the recall list in the department shall be recalled before the Board would hire contracted services.

ARTICLE 32 – STUDENT VOLUNTEERS

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

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

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

No Association member shall be held responsible for the performance of a student volunteer.

ARTICLE 33 – MEDICATION

Members of the Association shall not be required to dispense medication, unless they have completed the necessary training (per Waterloo Board of Education Policy 6.33 Administering Medication to Students) and there is the following:

Specific instructions from the student's parents.

A prescription container which includes dispensing instructions.

A statement, in writing, except in emergencies, from the parent or guardian, signed by student's physician with the following information:

The name and address of the individual

The specific class in which the individual is enrolled

The name of the drug, the time and dosage to be administered

The dates at which the administration of the drug is to begin and cease

Any adverse reactions that should be reported to the physician

Special instructions for administration, including sterile conditions and storage

The Board may not require an employee, who asserts a religious objection, to dispense medication.

A copy of the Waterloo Board's Permission to Medicate form is in Appendix D.

ARTICLE 34 – UNION RIGHTS

Facilities

The Association members shall have the right to use institutional equipment, facilities, and building without cost, when not being used for school purposes. The Association unit shall reimburse the Board for damage to equipment and facilities.

"Permit to Use Building" form must be completed and approved prior to the activity.

Bulletin Boards

The Association members shall have reasonable use of bulletin boards within each building

School Mail

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

ARTICLE 35 – PERSONNEL FILE

Official File

An official personnel file shall be maintained for all Association employees. There shall be no private personnel files. Only appropriate information as defined in File Contents (see below) relating to performance of discipline may be entered into the file other than routine financial or demographic data. All such performance information must be signed by non Association supervisors.

Each item in the file shall be dated as to its entrance therein and as to the date when such item was made except routine financial or demographic material. The employee will be given a copy of all documents which are placed in his/her personnel file except for routine data. Any material referencing derogatory information on an employee must be filed in the file within fifteen (15)

working days of when the situation became known to the respective administrator that gave rise to the written material.

Access File

Access to the personnel file shall be available during regular office hours to the employee and/or his/her representative upon written request by the employee to the superintendent/designee. Access shall be provided within a reasonable time (e.g., within forty-eight (48) hours unless not practical) after submission of the request. The review of the file shall be in the presence of the superintendent/designee. Neither the file or any part thereof shall be removed from the office. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review.

File Contents

No anonymous letter, anonymous report, or anonymous communication shall be included in the employee's personnel file. If an administration communication or communication received from parents and other non-professionals regarding an employee is intended to become part of the file, it shall be reviewed with the staff member involved, and the staff member shall be afforded the opportunity to file a written reply. No communication from another member of the Association may be entered into the file except as used by respective administration developing criteria for placement in file. The employee shall initial and date each such document, other than name, address, etc.,) entered into his/her file to verify its review.

Failure of the employee to initial the entry will not prevent the administration from placing the entry in the file as long as the refusal is noted with the time, and date and initials of administrator.

WATERLOO LOCAL SCHOOLS
ADMINISTRATIVE SECRETARY
SALARY SCHEDULE

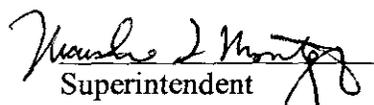
YEARS	2013-2014	2014-2015	2015-2016
0	\$13.77	\$13.91	\$14.05
1	\$13.96	\$14.10	\$14.24
2	\$14.19	\$14.33	\$14.47
3	\$14.36	\$14.50	\$14.65
4	\$14.59	\$14.73	\$14.88
5	\$14.80	\$14.95	\$15.10
6	\$15.01	\$15.16	\$15.31
7	\$15.20	\$15.36	\$15.51
8	\$15.36	\$15.52	\$15.67
9	\$15.62	\$15.77	\$15.93
10	\$15.80	\$15.96	\$16.12
11	\$16.09	\$16.25	\$16.41
12	\$16.40	\$16.57	\$16.73
13	\$16.61	\$16.78	\$16.95
14	\$16.83	\$16.99	\$17.16

SIGNATURE PAGE

This agreement shall remain in full force and effective from 12:01 am July 1, 2013 through 11:59 pm June 30, 2016.

WATERLOO LOCAL BOARD
OF EDUCATION

ADMINISTRATIVE SECRETARIES


Superintendent
Waterloo Local Schools
Negotiator

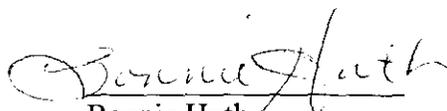
7-11-13
Date


Nichole English
Administrative Secretary/High School

8/7/13
Date


President
Waterloo Board of Education

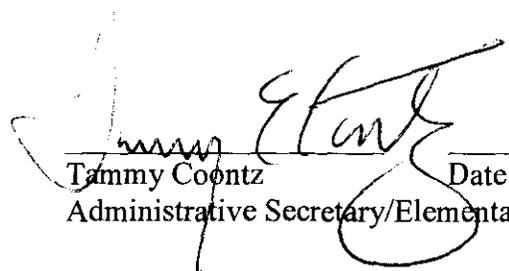
7-11-13
Date


Bonnie Huth
Administrative Secretary/Middle School

8-7-13
Date


Treasurer
Waterloo Local Schools

7-11-13
Date


Tammy Coontz
Administrative Secretary/Elementary School

8-7-13
Date


Karen Schultz
Special Services/Guidance Secretary

7-26-13
Date