



MASTER AGREEMENT

13-MED-03-0300
1439-02
K29986
10/09/2013

between the

**WASHINGTON LOCAL
BOARD OF EDUCATION**

and



**OAPSE/AFSCME LOCAL 4/AFL-CIO
and its LOCAL #279**

JULY 1, 2013 – JUNE 30, 2015

Approved by Board on May 15, 2013

PREAMBLE	1
ARTICLE 1 - Recognition	1
Section A Recognition of OAPSE/AFSCME LOCAL 4/AFL-CIO and its Local #279 of Washington Local Schools	1
Section B Union Security Fair Share	1
Section C Recognition of Board and Management Rights	2
Section D Recognition of Superintendent	3
ARTICLE 2 - Negotiating Procedures	3
Section A Directing Requests	3
Section B Matters to be Negotiated	3
Section C Matters for Discussion	3
Section D Negotiation Meetings	3
ARTICLE 3 - Agreement	3
ARTICLE 4 - Resolution of Impasse	4
ARTICLE 5 - Grievance Procedure	4
Definition	4
Level I (Local School)	5
Level II (Central Office)	5
Level III (Arbitration)	5
ARTICLE 6 - Communications	6
Section A Superintendent-Association Communications	6
Section B Principal-Building Representatives Meetings	6
Section C Supervisor-Classification Representatives Meetings	6
Section D Board of Education Agendas	6
Section E Financial Statement to Association	6
Section F Health Care Cost Containment Committee	7
ARTICLE 7 - Association	7
Section A Inter-School Mail	7
Section B Inter-School Phones	7
Section C Use of Building Equipment	7
Section D Use of Buildings	7
Section E Association Business During School Day	7
Section F Association Bulletin Board	7
Section G Association Facilities	8
ARTICLE 8 - Personnel Provisions	8
Section A Posting of Vacancies for Transfers – Classified	8
Section B Seniority Definitions	8
Section C Classification Areas of Seniority	9
Section D Bidding	10
Section E Transfer	11
Section G Involuntary Reassignment Within Classification	14
Section H Reduction/Restoration of Classified Staff	15

Table of Contents

Section I	Evaluation of Bargaining Unit Employees	16
Section J	New Employee List.....	17
Section K	Employment Record File.....	17
Section L	Job Descriptions.....	18
Section M	Absences	18
Section N	Absence of Regular Employee	18
Section O	Request for Assistance from Classified Employees.....	18
Section P	Physical Examinations.....	19
Section Q	Policies	19
Section R	Summer Employment	19
Section S	Work Experience.....	19
Section T	Central Office Personnel.....	19
Section U	Bidding - On Leave of Absence	19
Section V	Boiler Operation License.....	19
Section W	Tenure—Continuing Contract.....	20
Section X	Two Position Employees.....	20
Section Y	ADA-Reasonable Accommodation.....	21
Section Z	Lawn Crew/Seasonal Work	21
ARTICLE 9	- Leave of Absence.....	22
Section A	Sick Leave	22
Section B	Maternity, Paternity, or Adoption Leave of Absence	22
Section C	Leaves of Absence.....	24
Section D	Military Leave.....	25
Section E	Delegate Leave.....	25
Section F	Assault Leave	25
Section G	Funeral Leave	26
Section H	Personal Leave	27
ARTICLE 10	- Pay Procedures.....	27
Section A	Pay Procedures	27
Section B	Salary Step Advancement.....	27
Section C	Overtime	28
Section D	Payroll Deductions	29
Section E	Dues Deduction/Fair Share Fee	29
Section F	Pay Procedure - Correction of Errors.....	30
Section G	Direct Deposit	30
ARTICLE 11	- Working Conditions.....	31
Section A	School Closing	31
Section B	School Delays	31
Section C	Open House	32
Section D	Jury Duty	32
Section E	Student Hearings	32
Section F	Orientation and In-Service Programs	32
Section G	Minimum Call-In—2 Hours	33
Section H	Administering Medicine to Students.....	33

Table of Contents

Section I	Rest Periods	33
Section J	Work Week	33
Section K	Summer Emergency Work Schedule	33
Section L	Playground	33
Section M	Summer Hours	33
Section N	School Calendar	34
Section O	Reimbursements.....	34
ARTICLE 12	- General Provisions	34
Section A	Agreement Printing Cost	34
Section B	Integration Provision	34
Section C	Provisions Contrary to Law	34
Section D	Duration of Contract.....	34
Section E	Lunch Period	34
Section F	Disciplinary Action	35
Section G	Workshops and Conferences.....	36
Section H	No Strike.....	36
Section I	Bargaining Unit Work.....	36
Section J	Definition of Terms	36
Section K	Enrollment of Children of Employees.....	37
ARTICLE 13	- Other Conditions of Employment.....	37
Section A	School Plant Operation	37
Section B	Transportation	41
Section C	Bus Monitors.....	48
Section D	Nutrition Service	48
Section E	Classroom Aides.....	50
Section F	Library/Media Clerks.....	50
Section G	Computer Technicians	50
Section H	Safety Aides.....	50
Section I	Secretaries	51
Section J	Print Shop.....	51
ARTICLE 14	- Fringe Benefits.....	51
Section A	Vacations.....	51
Section B	Paid Holidays.....	53
Section C	Travel Reimbursement	54
Section D	Severance Pay	54
Section E	Retirement Pay	55
Section F	Retirement or Severance Pay upon Death During Employment	55
Section G	SERS Pick Up.....	56
Section H	Longevity.....	56
ARTICLE 15	- Insurance	57
Section A	Health Care Insurance.....	57
Section B	Dental Insurance	58
Section C	Vision Insurance.....	58
Section D	Prescription Drug Insurance	58

Table of Contents

Section E Life Insurance	58
Section F COBRA - Continuation of Insurance.....	59
Section G Workers' Compensation Claim	59
Section H 125 Plan	59
ARTICLE 16 - Salary Schedules	60
Secretary – Directors of Curriculum, Student Services, Computer Services, E.M.I.S. ...	60
Secretary – Administrative/Treasurer's Office	61
Secretary - 12 Month and 200 Work Days.....	61
Custodian, Pony Express, Preventive Bus Maintenance.....	62
Low Pressure Fireman/Head Custodian	62
Low Pressure Fireman/Head Custodian – Whitmer-CTC.....	62
High Pressure Fireman (Power Plant), Maintenance, Stadium, Bus Mechanics, Electricians, Carpenter, and Refrigeration.....	63
Storekeeper, Food Warehouse	63
Warehouse/Stadium Split, Print Service Manager	63
Graphics Specialist, Printer	64
Library/Media Clerks, Classroom Aides	65
Safety Aides and Bus Monitors	66
Bus Drivers/Trainers.....	66
Nutrition Service Manager – Whitmer	67
Nutrition Service Manager	67
Nutrition Service Worker	68
Computer Media Clerk, Computer Technician, Computer Network Technician	68
Computer Media Clerk, Computer Technician, Computer Network Technician	69
SIGNATURE PAGE.....	71

PREAMBLE

It is the purpose of this document to establish the relationships between the Board of Education of the Washington Local School District and the Ohio Association of Public School Employees Local 279 of Washington Local Schools, and to set forth an orderly procedure for the consideration and resolution of negotiable matters.

ARTICLE 1 - Recognition

Section A Recognition of OAPSE/AFSCME LOCAL 4/AFL-CIO and its Local #279 of Washington Local Schools

The Board recognizes the Ohio Association of Public School Employees, Local 279, hereinafter referred to as the Association, as the exclusive bargaining representative of all full and short hour classified employees, excluding as defined in ORC §4117.01 confidential employees, management level employees, employees who act in a fiduciary capacity, supervisors, students, seasonal and casual employees, professional employees, guards as defined in ORC §4117.06 (D)(2), substitute employees, secretary/assistant to director of human resources (1), secretary to the business manager, secretary to the treasurer, payroll clerk - classified salaries, supervisor of nutrition services, supervisor of transportation, purchasing agent, business manager, assistant maintenance supervisor, maintenance foreman, supervisor of facilities and technical services, assistant supervisor of facilities, head mechanic, coordinator of school information, campus security officer, executive secretary to the superintendent of schools, secretary to the assistant superintendent and any other supervisory persons.

Short hour employees are employed on a daily basis, but less than the full day, paid on the classified salary schedule and do not include substitute employees.

When new positions are created or existing positions revised, regardless of the title assigned, the parties shall negotiate whether they are to be placed in the bargaining unit, and if so, the wages, hours, terms and conditions of employment for each such position.

Section B Union Security Fair Share

All employees in the bargaining unit who within thirty calendar days from date of hire or from the effective date of this agreement, whichever is later, who are not members in good standing of the union shall pay a fair share fee to the union as a condition of employment.

The fair share amount shall be certified to the employer by the treasurer of the local union.

The deduction of the fair share fee by the employer from the payroll check of the employee shall be automatic and does not require written authorization of the employee.

Payment to the union of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

The fair share fee agreement between the employer and the union does not require any employee to become a member of the union nor shall the fair share fee exceed dues paid by members of the union who are in the same bargaining unit. Establishment of the fair share fee shall not exceed dues paid by members of the union who are in the same bargaining unit. Establishment of the fair share fee amount by the union and payments by employees holding religious conscientious objections shall be governed by Ohio Revised Code Section 4117.09(C) and other applicable federal laws.

If, during the term of this Agreement the union's State Constitution provides for a dues structure, the same structure or proration shall apply at the beginning of the next contractual year and the union shall refund any over collection.

Procedure for challenging the amount of the representation fee shall be established in conformance with State and Federal Law and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable State and Federal Laws and the Constitution of the United States and the State of Ohio. The union warrants that its rebate procedures will satisfy case law, Federal, State, and local statutes, and meet Constitution requirements.

The union agrees to indemnify and save the board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of implementation and enforcement of this fair share fee section.

Authorizations shall be continuous and remain in effect unless revoked in writing by the employee between the dates of August 22 and August 31 annually. The written revocation must be submitted to the Treasurer of the Board and a copy to State Association Treasurer. If the dues deduction is not revoked, it shall remain in effect from school year to school year. Withdrawal of membership does not preclude payment of the fair share fee.

Section C Recognition of Board and Management Rights

The Association recognizes the Board as the legally elected body which, by law, has the final authority and responsibility of establishing policies for the Washington Local School District and as the employer of all personnel of the system.

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees or persons by which Board operations shall be conducted, to direct the schedule, shift and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the specific terms of the agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings and facilities and to direct the work force.

Section D Recognition of Superintendent

The Board and the Association recognize the school superintendent as the chief executive officer of the school system and the person to whom they look for educational leadership.

ARTICLE 2 - Negotiating Procedures

Section A Directing Requests

Requests for negotiation meetings from the Association will be made in writing directly to the superintendent. Requests from the superintendent for negotiation meetings will be made in writing directly to the president of the Association.

Section B Matters to be Negotiated

Those matters which shall be negotiable are salaries, welfare provisions, and working conditions.

Section C Matters for Discussion

Available financial data concerning the Washington Local School District shall be discussed by members of the two negotiating teams thirty (30) days prior to formal negotiations on salary, welfare provisions, and working conditions.

Section D Negotiation Meetings

An agreement will be reached by the superintendent, the president of the Association, and the chairmen of the negotiating teams within seven (7) days of the request as to the time and place of the meeting which shall be held within twelve (12) days after the request has been submitted, unless all parties agree to an extension of time. Ground rules will be established by mutual agreement.

ARTICLE 3 - Agreement

If a tentative agreement is reached, each member of both negotiating teams shall pledge to recommend adoption of the agreement.

The Association and the Board shall, within fifteen (15) working days of the receipt of the agreement, approve or reject said agreement. Should the agreement meet rejection by either the Association or the Board, said agreement shall be referred back to the negotiating teams for further consideration.

ARTICLE 4 - Resolution of Impasse

The following constitutes a dispute settlement procedure mutually agreed to by the parties pursuant to section 4117.14(C)(1)(f), and is intended to replace 4117.14(C)(2) and (3), and to modify 4117.14(C)(4) and (5) as follows:

If, at any time after thirty (30) days from the first meeting of the parties following the written notice served pursuant to Section 4117.14(B)(1)(a), the parties are unable to reach an agreement, either party may declare an impasse. Upon the declaration of an impasse, the Federal Mediation and Conciliation Service shall be called in to assist in the dispute. If FMCS is unable to provide a mediator, a mediator from the State Employment Relations Board shall be called in to assist in the dispute. If no agreement is reached during such mediation, and if the mediator declares that an impasse still exists, a fact finding panel shall be appointed by the parties consisting of a representative of the Board, a representative of the Association and a third member within five (5) days, the third member shall be selected by them from a list of nine (9) qualified Ohio residents provided by the American Arbitration Association, and selected from such list pursuant to the rules of the American Arbitration Association. The fact finding panel, acting by a majority of its members, shall under such rules as it may establish, issue finding of fact and recommendations on unresolved issues to the Board and to the Association. Such recommendations may be accepted or rejected according to the procedures in Ohio Revised Code Section 4117.14(C)(6). Thereafter, the Association shall have the rights established by Ohio Revised Code Section 4117.14(D)(2).

ARTICLE 5 - Grievance Procedure

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level and within a reasonable amount of time. All members of the bargaining unit shall have the right to present grievances in accordance with these procedures.

Definition

A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement. If such grievances arise, there shall be no stoppage or suspension of work or concerted activity because of such grievances; but such grievances shall be submitted to the following grievance procedure. Class grievances shall be filed at Level II.

A grievant shall be defined as the Association, a person or group alleging that a grievance has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. An OAPSE representative will be permitted to attend all grievance meetings.

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

The term "days" when used in this agreement shall mean working days unless otherwise indicated. Saturday, Sunday and Holidays listed in ARTICLE 12, Section J are excluded, regardless of whether work is scheduled on such days.

The failure of the grievant or union to act on any grievance within the prescribed time limits will act as a bar to any further consideration of the grievance, and any administrator's failure to give a decision within the time limit prescribed for one level permits the grievant to proceed to the next level. Time limits may be extended only by mutual written agreement.

If a bargaining unit member has a complaint, he/she will discuss it informally with the administrator or supervisor involved. An OAPSE representative may be present and the administrator may also have a representative. The purpose of the meeting is to resolve the alleged complaint in an informal manner. This informal meeting must be requested within five (5) days of the occurrence. If the complaint is not resolved informally, a written grievance citing the specific article or section being violated must be filed within fifteen (15) days of the informal meeting.

Level I (Local School)

A grievance, except a class grievance, must be filed with the principal or appropriate administrator. Within five (5) days, the principal or appropriate administrator shall meet with the grievant to resolve the grievance. Only a building representative or a Local 279 officer may accompany the grievant during this meeting with the principal or appropriate administrator. The principal or appropriate administrator shall indicate his/her disposition of the grievance in writing within five (5) days after meeting with the grievant and shall forward a copy to the grievant and to the assistant superintendent.

Level II (Central Office)

In the event a grievance has not been satisfactorily resolved at Level I, the grievant may file within five (5) days, a copy of the grievance report form with the superintendent of schools or designee. At this time the appropriate administrator must be served written notice of this action by the grievant. The superintendent or designee shall conduct the hearing on the written grievance at which time information may be presented by the grievant and the administration. The hearing shall be held within ten (10) working days after the receipt of the grievance by the superintendent or designee. The superintendent or designee shall render a decision in writing within five (5) days following the hearing. Copies of the written decision shall be forwarded to the grievant and the president of OAPSE.

Level III (Arbitration)

If the Union is not satisfied with the disposition of the grievance at Level 2, the Union shall, within ten (10) days complete the Grievance Form requesting arbitration. Within five (5) days following receipt of the Union's request for arbitration, the assistant superintendent or his/her designee and the president of the Union or his/her designee shall meet to mutually petition the FMCS to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the FMCS. A second list of seven (7) names may be requested by either party. A toss of a coin shall determine who strikes first.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Union and employees.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of Agreement nor add to, detract from, or modify the language therein arriving at a decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator will expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching a decision. No more than one grievance may be submitted in the same arbitration without mutual agreement.

The cost of the arbitrator, a hearing room, if not held at the Board and a transcript, if transcript is requested by both parties, shall be shared equally by the parties.

ARTICLE 6 - Communications

Section A Superintendent-Association Communications

In an effort to maintain effective communications, the superintendent and his representatives shall meet at times mutually agreed upon, with the Association President and/or designee to discuss school concerns and/or procedures. All building concerns will first be discussed at the building level.

Section B Principal-Building Representatives Meetings

The principal and the building representatives in each building shall meet at times mutually agreed upon, to discuss building concerns. Every attempt shall be made to discuss and resolve concerns at these meetings.

A summary of these meetings shall be sent to the OAPSE president and superintendent.

Section C Supervisor-Classification Representatives Meetings

A summary of these meetings shall be sent to the OAPSE president and superintendent.

Section D Board of Education Agendas

Two (2) copies of the printed agenda for regularly scheduled meetings of the Board of Education will be sent via inter-school mail and/or email to the Association president two days prior to the meeting or as soon as the agenda is completed.

Section E Financial Statement to Association

The treasurer shall send a copy of the monthly financial statement to the Association's president.

Section F Health Care Cost Containment Committee

The Board shall meet with representation from all employee groups to collaboratively discuss, explore, create, and recommend insurance cost containment issues. Health Care Cost Containment will be made up of equal representation from each employee group.

ARTICLE 7 - Association

Section A Inter-School Mail

The Association may use the district mail service ("Pony") and classified employees' mail boxes and district email/intranet service for communications to classified employees.

Section B Inter-School Phones

OAPSE may use inter-school telephones for official OAPSE business at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations. The OAPSE president shall be listed in the inter-school directory with his/her phone number.

Section C Use of Building Equipment

The Association shall have the right to use school building equipment, including typewriters, computers, faxes, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the reasonable cost of all materials and supplies incident to such use.

Section D Use of Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor before 6:00 PM. A building permit shall be secured for said use.

Section E Association Business During School Day

The OAPSE President and designee shall be permitted paid released time to transact official association business when requested by the administration, provided this does not interfere with or interrupt the normal work day, except when mutually agreed upon. A substitute may be provided when approved by the administration. Paid release time shall be granted to one person (Association president or designee) to attend all level I and level II grievance hearings. Board will provide OAPSE with a computer and printer.

Section F Association Bulletin Board

One bulletin board shall be provided by the Board solely for Association use in each building. The bulletin board shall be the property of and installed by the Board of Education. Bulletin boards shall be for the sole purpose of posting classified employees' and Association communications. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in material posted on bulletin boards. Locations of bulletin boards shall be agreed upon by the building representative and the respective building administrator or supervisor.

Section G Association Facilities

The building principal will provide for the Association president to keep an Association file cabinet in his/her building. The Board will provide a telephone extension available for the use of the Association president.

ARTICLE 8 - Personnel Provisions

Section A Posting of Vacancies for Transfers – Classified

1. Classified personnel employed by the Washington Local Board of Education will be notified as to vacancies occurring within the school district by the posting of such vacancies in each building. Vacant positions along with the job description, if available, shall be posted for at least five (5) work days. The posting shall indicate the date of the original posting as well as the final day for which applications for the vacant position will be accepted. Said position shall be interviewed within thirty (30) work days of the posting. A recommendation for hire shall be made at the next regularly scheduled Board meeting. This timeframe can be extended by mutual agreement between the director of human resources and OAPSE president.
2. Employees wishing to apply for a posted vacant position must apply to the office of human resources within the period of time stated on the posting.
3. During the summer months when regular school is not in session, vacancies will be posted on a designated bulletin board in central office only. Employees may call the human resources office to receive an update on vacant positions. A copy of all postings shall be sent to the OAPSE president.
4. If any job, excluding summer work, is filled by one or more substitute(s) for more than 60 working days in any six month period, it shall be posted on the first working day following completion of the 60th day of service except when such substitute employee is filling a position where the regular employee is on a Board approved leave.

Section B Seniority Definitions

1. System Seniority - Is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire. In the event two or more employees have the same date of hire, their order of seniority will be determined as follows:
 - a. First - The date of the Board of Education meeting at which the employee was hired, and then by
 - b. Second - The first work day on the job under contract, and then by
 - c. Third - The date on which the employee submitted a completed job application to the office of human resources.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

2. System-wide seniority shall be used to calculate longevity pay, earned vacation days, retirement pay, and severance pay.
3. Job Classification Seniority - Is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classification seniority shall be used to bid job openings within a particular classification area of seniority and to determine layoffs and recall.
4. Current secretaries in the Administrative Secretary job classification, who will be merged into the Secretary job classification, will retain the job classification seniority held prior to July 1, 1993.

Section C Classification Areas of Seniority

1. Operation Service Employees include all custodians, preventive bus maintenance, pony express, warehouse/stadium, warehouse delivery, high pressure fireman, maintenance, low pressure fireman, storekeeper, and any future jobs so classified.
2. Bus Mechanic
3. Bus Drivers
4. Nutrition Service Managers
5. Nutrition Service Workers
6. Secretary seniority list includes all building, supervisor, and administrative secretaries with the exception of non-bargaining unit secretaries (secretary to the superintendent, assistant superintendent, director of human resources, director of business services, treasurer, and classified payroll clerk).
7. Library/Media Clerks
8. Classroom Aides and Study Hall/Hall Monitor
9. Computer Media Clerk / Computer Technician / Computer Network Technician
10. Support Service Employees list shall include safety aide, and campus traffic security
11. Graphics Specialist/Printer
12. Electrician
13. Carpenter
14. Refrigeration and air conditioning

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

15. Bus Monitor (Bus monitors employed prior to July 1, 1993, will retain the job classification seniority, application date and system-wide seniority held on said date.)
16. Printing Services Manager

Positions 12, 13, and 14 will have bid rights into Classification Area #1. Employees in Classification Area #1 will not have bid rights to positions 12, 13, or 14. When a Reduction in Force or recall from Reduction in Force takes place, Classification Areas 1, 12, 13, and 14 will be treated as one classification. Whenever a reduction in force or recall from reduction in force takes place, classification areas 4 & 5 will be treated as one classification.

Section D Bidding

1. Bidding is the reassignment from one position to another within the same classification. Such movement could be within the same building or from one building to another building.
2. **Secretarial Bidding Procedures** - With the exception of non bargaining unit members (secretary to the superintendent, assistant superintendent, director of human resources, director of business services, treasurer, and classified payroll clerk) who are not covered by bid procedures, all secretaries shall be listed on one classification area of seniority list. Secretaries must possess the proper skills, abilities, and attitude to qualify for the position as required by the job description subject to the determination of the director of human resources.

When a vacancy exists in one of the **five (5)** following positions; secretary of student services, secretary of curriculum, secretary of E.M.I.S., the secretary of computer services, **or payroll secretary** the board will post the vacancy for five (5) work days. Qualified employees may submit a letter **or email** of interest no later than the five (5) day posting period to the director of human resources. The board may select a qualified employee from those submitting a letter of interest.

All secretarial positions will be bid by notification for open positions for a period of five (5) work days. A letter or email of interest should be sent to the Human Resources office by the end of the five (5) day bidding period. The most senior secretary submitting a request will meet with the principal/supervisor and the Director of Human Resources to discuss the job duties prior to confirming their acceptance of the position. If the most senior secretary still desires the position, they will be awarded the position.

3. Bidding will be implemented on the basis of seniority within each designated classification pursuant to ARTICLE 8, Section D except for secretaries as defined above.
 - a. Positions for bid will have a job title, job description, number of hours worked per day and building.
 - b. Employees must possess the proper skills, ability, desire, attitude, competence, training, and any license or certification that may be required, to qualify for the position as required by the job description.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

- c. Bid sheets for the open positions shall be distributed and mailed, during the summer if applicable, to nine and ten month employees in the proper seniority group.
 - d. Signed bids must be received in the office of the supervisor by the end of the five (5) day bidding period.
 - e. If multiple job openings occur which are likely to result in a chain reaction of job changes, there may be a change in the bidding procedure by mutual agreement between administrative staff and the Association President. A mass meeting may be called for the purpose of completion of bidding on all job openings. The first order of business at the mass meeting will be to vote to waive the five (5) day posting period. A majority vote of those present on this action is required.
 - f. Eligible support service employees, media clerks, and classroom aides shall exercise bidding rights at a meeting called for that specific purpose.
 - g. The Nutrition Service managers have bid rights to nutrition service worker positions. Nutrition service workers do not have bid rights to nutrition service manager positions. A worker who transfers to a manager position shall have a new manager job classification seniority date. A manager who returns to a worker position, shall maintain their previous Nutrition Services worker job classification seniority date, provided the employee never left the Nutrition Services Worker and Manager Classifications.
4. In implementing a bid to a higher salary schedule, no employee will be reduced in hourly rate of pay. Employees will be placed in the same or next highest pay rate if there is no identical rate.

In implementing a bid to a lower paying salary schedule the employee shall be placed on the same experience step (or as close thereto as possible). The change in hourly rate of pay shall be effective the first day of the new assignment.

Section E Transfer

Transfer is the change in regular work assignment from one classification to another and/or one work site to another.

If an employee desires to be considered for a vacant posted position in a different classification, the transfer form should be completed and forwarded to the human resources office.

1. Voluntary Transfer

- a. When a vacancy exists after bidding has been completed, the job will be posted by the human resources department according to posting procedures. Employees may indicate an interest in transfers by completing a Classified Employee Transfer Request form. All transfer requests shall expire when the position is filled.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

- b. All transfer requests must be submitted to the human resources office on a regulation transfer form supplied by the human resources office. The employee shall receive a copy of the transfer request to verify receipt of said transfer in the human resources office.
- c. An employee who submits a transfer request and has demonstrated that he/she is qualified for the vacancy as determined by the director of human resources shall be awarded the position for a probationary period. Qualifications shall include the ability to perform work according to established standards the possession of any required license or certification, the ability to work in cooperation with fellow employees, students and the general public, regular attendance on the job, except when on Board approved leave (leave approved by the Board of Education through official action at a regular or special Board meeting) and seniority. If two or more employees have equal qualifications, the most senior employee will be awarded the position. The awarding of the Building Secretary positions will require approval of the appropriate administrator. The employer may fill the vacancy from the outside when no employee applies or no employee has the necessary qualifications.
- d. Employees placed under this section will have a maximum of sixty (60) working days probationary period. At any time during this probationary period the employee may disqualify himself/herself or the employer may disqualify him/her because of failure to properly perform in the job. The employee who self-disqualifies or is disqualified by the employer may return to the position from which he/she left, without loss of seniority. If the union president and the director of human resources agree, the 60 day period can be reduced.
- e. The director of human resources shall notify all candidates as to the status of their transfer requests as soon as feasible.
- f. Upon approval of the voluntary transfer, the following procedure will be in effect for the sole purpose of determining salary based on previous experience.
- g. In implementing a voluntary transfer within designated related classifications to a higher schedule, no employee will be reduced in hourly rate of pay. Employees will be placed in the same or next highest pay rate if there is no identical rate.
- h. In implementing a voluntary transfer within designated related classification to a lower paying salary schedule, the employee shall be placed at the same experience step or as close thereto as possible. The change in hourly rate of pay shall be effective the first work day on the new assignment.
- i. Classified employees will be grouped into two (2) categories for application of the Voluntary Transfer Procedure:
 - 1) Related Job Classifications

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

- a) ♦ Graphics Specialist/Printer
 - ♦ Printing Services Manager
 - ♦ Library/Media Clerks
 - ♦ Computer/Media Clerks
 - ♦ Computer Technician
 - ♦ Computer Network Technician
 - ♦ Classroom Aides
 - ♦ Secretary seniority list includes all building, supervisory, and administrative secretaries with the exception of non-bargaining unit secretaries.
 - b) ♦ Electrician
 - ♦ Carpenter
 - ♦ Refrigeration and Air Conditioning
 - ♦ Bus Mechanic
 - c) Operation Service Employees includes all custodians, preventive bus maintenance, pony express, warehouse/stadium, warehouse delivery, high pressure fireman, maintenance, low pressure fireman, and storekeeper.
 - d) Support Service Employees - safety aides, bus monitor, campus traffic security, study hall/hall monitor, and bus drivers
 - e) ♦ Nutrition Service Managers
 - ♦ Nutrition Service Workers
- 2) Unrelated Job Classifications:
- a) Classified employees transferring to an unrelated job classification will be placed on Step 0 of the salary schedule at the effective date of transfer.
 - b) Classified employees transferring to a job classification to which he/she had previously been assigned will be credited with years of experience earned on that salary schedule.

Section F Voluntary Bid

An employee may voluntarily place their job up for bid. During the ensuing bid process, the employee forfeits their right to bid on a position on the basis of their seniority and will be placed in the position that remains vacant at the conclusion of the bid process. If more than one position is vacant at the end of the bid process, the employee may select from the vacant positions. The employee's seniority rights for bidding shall be reinstated upon completion of the bidding cycle. The employee shall not be required to complete a probationary period at the completion of this process.

Section G Involuntary Reassignment Within Classification

In the event a need arises to involuntarily **reassign** a classified employee due to:

- decrease in enrollment
- decrease in financial resources
- closing of a building or department within a building
- change in program assigned to a building
- poor working situation (see paragraph **d** below)

the following procedures shall be used to effect the transfer.

- a. In the event a need arises to eliminate a classified position in a building or department, the employee in that classification in that building or department with the least seniority will be involuntarily **reassigned** to another vacant position within the appropriate classification if there exists a vacancy therein which the employee is qualified to fill. In the event no vacancy exists the RIF provision shall be implemented pursuant to ARTICLE 8, Section F. The term classification shall consist of classification specified in ARTICLE 8, Section C.
- b. Bidding rights which exist pursuant to ARTICLE 8, Section D shall be exercised before any such involuntary **reassignment** except when the cause of involuntary **reassignment** is as defined in paragraph (d) below. The available vacant position will be determined upon completion of the bidding process.
- c. When an involuntary **reassignment** results in movement to a lower paying salary schedule, the employee shall be placed at the same experience step, or as close thereto as possible. The change in hourly rate of pay shall become effective with the first work day of the next contractual year.

A written notification of involuntary **reassignment** shall be given to the employee involved as soon as the decision is made.

An employee must be qualified for the position to which he/she is assigned as per qualifications stated in the current job description for that particular position.

- d. In the event a poor working situation arises due to a personality conflict or other pressures within a building or department, a classified employee may be requested to **be reassigned** to another assignment after a conference has been held with the employee, the immediate supervisor, president of OAPSE, and/or his/her designee, and/or union representative, and the principal and/or designee has been held. The building principal or designee will recommend to the superintendent an involuntary **reassignment** if all efforts to resolve the situation through mutually agreed-upon reassignments have failed.

An involuntary **reassignment** may be implemented under these circumstances, at the superintendent's discretion, subject to the grievance procedures.

This procedure is not required to be utilized in lieu of discipline.

Section H Reduction/Restoration of Classified Staff

When the Board of Education determine that staff reductions shall occur, the following procedures shall apply.

1. Seniority List
Employees in the Washington Local Schools shall be placed on a seniority list in their areas of classification.
2. Attrition
The number of persons affected by a reduction-in-force will be kept to a minimum by not employing replacements for employees who retire or resign, or whose limited contracts are not renewed on the basis of performance.
3. Nonrenewal of Contracts
Except as provided in paragraph 4d below, reductions not achieved through attrition will be made by not renewing limited contracts of employment.
4. Reduction-In-Force Procedure
If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such lay-off:
 - a. All bargaining unit classifications and positions shall be filled by employees of the Board.
 - b. The number of people affected by a reduction-in-force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
 - c. Except as otherwise required to comply with state and federal laws relating to employment decisions, limited contract employees will be selected for retention or nonrenewal on the basis of seniority and classification. Employees selected for nonrenewal shall be placed on a reduction-in-force list compiled from the seniority list described above provided, however, that limited contract employees whose contracts are not renewed for performance reasons shall not be placed on the reduction-in-force list.
 - d. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined according to the employee's contract agreement for their present classification.
 - e. Vacancies which occur in the employee's classification of reduction shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. No new employees shall be hired by the employer while any employee is on reduction unless all qualified employees laid off refuse the position to be filled. Any employee who declines

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

reinstatement to the classification from which they were reduced, shall be removed from the reinstatement list including any other classifications the employee included on their classification preference recall list as identified below in item g.

- f. Recall notices shall be by certified or registered mail with receipt requested, to the employee's address of record and a copy of said recall notice shall be sent to the Association president. Recalled employees shall have forty-eight (48) hours from receipt of notice to respond. Employees must report to work within fifteen (15) days from the date of acceptance of position, excluding Saturdays, Sundays, and holidays.
 - g. Employees on reduction shall have the right to be recalled to all openings of the employer. Qualified employees on reduction shall have the right to sign a classification preference recall list and the employer shall only recall the employee for those positions as indicated by the employee on their classification preference recall list. The employee shall have the right to withdraw his or her name from the classification preference recall list at any time. If an employee wishes to withdraw his or her name from this list, he/she shall notify the office of human resources and the Association president in writing. Refusal or acceptance of recall to another classification does not forfeit the employee's right to recall for the classification from which they were reduced.
 - h. An employee on the reduction-in-force list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the employee would have received in the year following receipt of notice of nonrenewal.
 - i. Employees will remain on the reduction-in-force list for a period of twenty-eight (28) months following the last day the employee worked, or was on approved paid leave, immediately preceding their reduction-in-force. After being removed from the reduction-in-force list, an employee must make application for reemployment in accordance with established procedures if they desire to be considered for employment by the Washington Local School District.
 - j. Qualified employees on the reduction-in-force list may continue any insurance benefits through monthly payments. Arrangements must be completed through the office of the district treasurer.
5. Availability of Seniority and Reduction-In-Force Lists

Both the seniority list and the reduction-in-force list described above shall be made available to the Association president, each building principal, and each supervisor.

Section I Evaluation of Bargaining Unit Employees

All classified personnel shall receive a minimum of two written evaluations during their first year of employment. All other classified employees shall receive a minimum of one written evaluation each year. All evaluations shall be completed by the immediate supervisor on an appropriate form established for this purpose. This form shall provide a space for written

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

rebuttal by the employee concerning the evaluation. The employee shall receive a copy of the evaluation with the original filed in the employee's Employment Record File.

The employee is requested to sign the evaluation document to indicate acknowledgment, but not necessarily agreement. If the employee refuses to sign the document, said refusal shall be noted on the evaluation form.

Documents containing statements of concern or recognition may be placed in an employee's employment record file at any time. However, all documents must be filed with the knowledge of both parties.

The employee has the right to attach a rebuttal to any document placed in his/her employment record file.

Any employee desiring additional copies of evaluations in his/her file may receive them upon receipt of written request in the office of human resources.

It is necessary that on-site personnel in charge of the various functions be involved in the evaluation process. Therefore, bargaining unit employees may be asked to provide verbal input into the evaluation of members of the bargaining unit.

Evaluation procedures are as follows:

For Nutrition Service employees this process will include the Supervisor of Nutrition Services and/or building principal. For firemen and custodial employees evaluations will be completed by the Supervisor of facilities and technical services and/or assistant supervisor of facilities and/or the building principal. Maintenance employees will be evaluated by the supervisor of facilities and technical services. Transportation employees will be evaluated by the supervisor of transportation.

All other classified employees will be evaluated by the building principal and/or supervisor.

Section J New Employee List

The office of human resources shall send to the Association treasurer a list of names, addresses, and building assignments of new or reassigned classified employees upon request of the union.

Section K Employment Record File

The Board of Education and administration of Washington Local Schools shall comply with all applicable state and federal laws relating to employment record files.

A letter of reprimand shall cease to have an effect after a period of three (3) years provided the classified employee has corrected the specific area(s) referred to in the letter of reprimand. This does not apply to regular written employee evaluations.

Section L Job Descriptions

The Board of Education and/or its representatives will determine the establishment of new or revised positions for classified employees which are deemed necessary for the operation of the school system.

Job descriptions for any newly created classified positions shall be developed by the administration with input from classified employees. Such development shall take place prior to the time the position is filled.

Prior to change in any job description covered under this agreement, OAPSE president shall be notified of such anticipated change and its effective date.

The Association shall be furnished with a copy of the job description of each classification covered under the terms of this agreement. Job descriptions shall be reviewed upon request.

Section M Absences

Classified employees will be allowed to be absent from work without pay during their regular work hours: (1) only if all available vacation has been exhausted; (2) only if all personal days have been exhausted; (3) if the employee has prior approval by the **Director of Human Resources**.

Absence of an employee without notice to the person responsible for obtaining substitutes within the employee's classification shall constitute "Absence Without Pay." If continued, it may be grounds for discipline.

Workers who call in sick may have their absence challenged if their supervisor has reason to believe they may have worked at another place of employment on that date or for other valid reasons. The supervisor may challenge the absence and may request a statement from the payroll department of the firm believed involved.

An employee who has been sick may be required to obtain a doctor's examination. If required prior to a total of fifteen (15) days accumulated illness per year, the examination will be at Board expense.

Section N Absence of Regular Employee

When a regular employee is absent, a substitute will be called if necessary and available to fill the vacancy for the duration of the absence.

Section O Request for Assistance from Classified Employees

Both certified and classified personnel are charged with carrying out certain specific duties in our schools. Working together, they constitute the basis for a fine educational system. Requests for help shall be made through the building principals who will, in turn, refer the requests to the proper building employee for assistance.

Section P Physical Examinations

1. The initial employment physical required by the Board of Education shall be paid for by the prospective employee. The Board shall pay the cost of any other Board required physical examination when such examination is performed by a physician designated by the Board.
2. Employees who have worked with Washington Local Schools in buildings containing identified friable asbestos materials, may submit their work history to the **Director of Human Resources** for evaluation prior to consideration of approval of a Board-paid physical examination which is only for the purpose of possible diagnosis of asbestos-related illness or disease.

Section Q Policies

Policies which affect classified employees in their assigned duties shall be referred to a committee for advisory input. The committee shall consist of equal representation appointed by the president of OAPSE and the superintendent.

The Board reserves the right to adopt and/or revise any policy thirty (30) days after submission to the committee.

Section R Summer Employment

The director of human resources will post a notice by May 1 each year, in each building, for all classified employees listing possible summer employment. This notice will include the hourly rate of pay for each position.

If a bargaining unit member works summer employment within the same classification, he/she shall be paid at his/her regular hourly rate.

Section S Work Experience

Former employees of Washington Local Schools who are reemployed shall be granted up to five (5) years experience providing the employee returns to the same job classification.

Section T Central Office Personnel

Payroll, bookkeeping, and computer services secretary(s) assigned to central office may be granted up to five (5) years experience in their classification area based on their previous work experience as determined by the superintendent and/or the designee.

Section U Bidding - On Leave of Absence

When an employee, while on paid leave of absence (using sick days or any type leave), bids to a position containing a higher rate of pay; said employee shall receive the higher rate of pay effective with the first day of work performed on the new position.

Section V Boiler Operation License

Employees who hold or receive any boiler operation license shall file a copy in the office of human resources immediately upon receipt of same.

Section W Tenure—Continuing Contract

The contractual year is July 1 to June 30.

Employees hired from July 1 to December 31 shall receive two (2) one-year contracts. The first contract shall be for one year or the remaining portion of this current contractual year.

Employees hired from January 1 to June 30 shall receive two (2) one-year contracts and a third one-year contract at the Board request. The first contract shall be for the remaining portion of the current contractual year.

An employee can request a third one-year contract in lieu of nonrenewal to be granted at the Board option.

Seniority date shall be determined pursuant to ARTICLE 8, Section B.

Section X Two Position Employees

1. System-Wide Seniority

- a. For individuals who have more than one position, system-wide seniority is defined as the length of continuous employment with the Board as computed from the employee's earliest continuous date of hire. In the event two or more employees have the same date of hire, their order of seniority will be determined as follows:
 - 1) First - the date of the Board of Education meeting at which the employee was hired, and then by
 - 2) Second - the first work day on the job under contract, and then by
 - 3) Third - the date on which the employee submitted a completed job application to the human resources office.
- b. System-wide seniority shall be used to calculate longevity pay, earned vacation days, retirement pay and severance pay.
- c. Job classification seniority is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classification seniority shall be used to bid job openings within a particular classification area of seniority and to determine layoffs and recall.
- d. For the second position, employees placed under this section will have a maximum of sixty (60) working days' probationary period. At any time during this probationary period the employee may disqualify himself/herself or the employer may disqualify him/her because of failure to properly perform in the job. If the union president and the director of human resources agree, the 60-day period can be reduced.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

2. Same Job Classification

If both positions are within the same job classification, position #2 would maintain the same contract status, salary schedule, experience, step and application date.

3. Different Job Classification

If position #1 and position #2 are in different job classifications, the following procedure will be followed:

- a. The application date will be the date when the letter of application for position #2 is received in the human resources office.
- b. Contract status will be determined pursuant to Article 8, Section U, Tenure - Continuing Contract.
- c. The employee will be placed on step 0 of the salary schedule for position #2.

4. Employees holding two positions are to follow their regular daily schedule.

- a. Emergency Procedure: Employees are not to leave one job early to report to the next job assignment unless an emergency exists in which case a substitute shall be provided.
- b. Delays: If there is a school delay, employees must report to their first job assignment. If time constraints do not allow the employee to perform his/her second job assignment, a substitute will be provided if the position is in the Nutrition Service and as necessary for other positions. The employee will report to the second job assignment immediately following the completion of the first job assignment with no loss of pay.

5. Each position will be treated as .25 of a day increments and sick leave and personal leave will be charged at that rate based on total work hours per day.

Section Y ADA-Reasonable Accommodation

In order to provide a reasonable accommodation to a disabled employee in accordance with State and Federal Law, the Board may involuntarily transfer another employee(s) following consultation with the Union.

Section Z Lawn Crew/Seasonal Work

April 1 through November 15

ARTICLE 9 - Leave of Absence

Section A Sick Leave

Each classified employee shall be entitled to accumulate a maximum of 15 days sick leave per contract year to be credited July 1 through June 30. Sick leave shall be earned at 1¼ days of credit for each completed month of service. Sick leave shall be computed and credited at the end of each completed month of service. Sick leave shall be cumulative with no maximum.

Sick leave shall be paid for absences due to the following:

1. Personal illness (employees absent for more than fifteen (15) consecutive days due to personal illness shall, upon return to work, provide the Office of Human Resources with a doctor's statement verifying that the employee was unable to work and is physically able to return to work).
2. Personal injury
3. Quarantine
4. Serious illness in the immediate family. Refer to ARTICLE 12, Section J for definition of "immediate family."

New employees to the system will be credited with an advancement of five days sick leave at the beginning of the first year of service after they have completed five working days. That advancement will be charged against the sick leave they subsequently accumulate under this policy and they will not be eligible for additional sick leave until such time as their period of service has entitled them to more.

All employees entering the Washington Local School District shall be entitled to sick leave credit previously earned from such public service within the State of Ohio, provided such credit is substantiated by written affidavit from previous employer.

Employees returning to service of the Washington Local School District after a separation from such public service shall be granted previous accumulated sick leave which shall be placed to the employee's credit upon his reemployment in the public schools.

Section B Maternity, Paternity, or Adoption Leave of Absence

The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement.

The Washington Local Board of Education may grant a leave of absence for maternity, paternity, or adoption, without pay, to any bargaining-unit member upon written request to the superintendent for such leave. A request for a maternity or adoption leave shall include the proper written certification of pregnancy or adoption.

A leave may be granted for a period of time not to exceed twenty-four calendar months. Should the initial grant be for less than twenty-four calendar months, an extension may be applied for

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

prior to the termination of the leave. In no case may the total time of the original leave, plus the extended leave, exceed twenty-four calendar months.

The employee may apply to the maternity leave, accumulated sick leave during any portion of the maternity leave, for which her physician certifies her physically incapable of performing her duties by reason of pregnancy or any other disabling illness or injury incurred during the maternity leave. A doctor's statement attesting to the physical ability to perform normal duties may be required at the discretion of the superintendent of schools.

While on an unpaid leave of absence approved by the Board of Education, the contractual status of an employee shall not be affected adversely except that the employee shall not accrue sick leave credit. Advancement on the salary schedule, including longevity pay, and accumulation of vacation days may be affected depending upon the length of the leave of absence.

The employee shall retain his/her bidding position while on a non-paid leave of absence. However, the employee cannot exercise his/her bidding right while on the status of non-paid leave of absence. Upon return to work, the employee will resume his/her bidding right as positions become available for bidding.

A leave of absence for six (6) months or less shall be defined as SHORT-TERM leave and will be subject to the following:

1. The job should not be posted and/or put up for bid.
2. A substitute may be hired to fill the temporary vacancy.
3. The employee shall return to his/her original job.

An employee on a short-term leave of absence shall notify the office of human resources in writing no later than twenty-one (21) days prior to the termination of the leave as to his/her intention to return to employment, request an extension of leave (total leave not to exceed twenty-four [24] months) or resign.

A leave of absence for six (6) months to two (2) years shall be defined as a LONG-TERM leave and will be subject to the following:

1. The vacant job should be posted immediately and/or put up for bid.
2. Any extension on a short-term leave may automatically put the existing leave in the long-term category.
3. Upon return to work, the employee will be assigned to a position within the job classification from which he/she last worked, but not necessarily the same building or position.

An employee on a long-term leave of absence shall notify the superintendent in writing no later than sixty (60) days prior to the termination of the leave as to his/her intentions to return to

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

employment, request an extension of leave (total leave not to exceed twenty-four (24) months) or resign.

It shall be left to the discretion of the superintendent whether an employee on leave may return earlier than the specified time to full or part-time employment.

Section C Leaves of Absence

An employee who has completed a minimum of two school years of full-time employment in the Washington Local Schools, and who has the permission of the Board of Education, is entitled to take a leave of absence without pay for up to twenty-four months, subject to the following restrictions.

Applications for a leave of absence must be submitted in writing to the superintendent, and the duration of the leave shall not exceed twenty-four months. Should the initial grant be for less than two years, an extension may be applied for not less than sixty days prior to the termination of the leave. In no case may the total time of the original leave plus the extended leave exceed twenty-four months.

While on an unpaid leave of absence approved by the Board of Education, the contractual status of the employee shall not be affected adversely except that the employee shall not accrue sick leave credit. Advancement on the salary schedule including longevity pay and accumulation of vacation days may be affected depending upon the length of the leave of absence.

The employee shall retain his/her bidding position while on a non-paid leave of absence. However, the employee cannot exercise his/her bidding right while on the status of non-paid leave of absence. Upon return to work, the employee will resume his/her bidding right as positions become available for bidding.

A leave of absence for six months or less shall be defined as SHORT-TERM leave and will be subject to the following:

1. The job should not be posted and/or put up for bid
2. A substitute may be hired to fill the temporary vacancy
3. The employee shall return to his/her original job

An employee on a short-term leave of absence shall notify the office of human resources in writing no later than twenty-one days prior to the termination of the leave as to his/her intention to return to employment, request an extension of leave (total leave not to exceed twenty-four months), or resign.

A leave of absence for six months to two years shall be defined as LONG-TERM leave and will be subject to the following:

1. The vacant job should be posted immediately and/or put up for bid

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

2. Any extension on a short-term leave may automatically put the existing leave in the long-term category
3. Upon return to work, the employee will be assigned to a position within the job classification from which he/she last worked, but not necessarily the same building or position.

An employee on a long-term leave of absence shall notify the office of human resources in writing no later than sixty days prior to the termination of the leave as to his/her intention to return to employment, request an extension of leave (total leave not to exceed twenty-four months), or resign.

It shall be left to the discretion of the superintendent whether an employee on leave may return earlier than the specified time to full or part-time employment.

Section D Military Leave

Military leave shall be granted pursuant to provisions of the Ohio Revised Code and applicable federal statutes.

Section E Delegate Leave

The Washington Local Board of Education agrees to permit duly elected delegates of OAPSE Local 279 up to four (4) days leave to attend the OAPSE **state, and district conference and one delegate to attend the Next Wave** conference **each year**. Such approved absence shall be without loss of pay and shall not be deducted from sick leave or personal leave time. 106 Forms must be submitted at least four (4) weeks in advance.

The Association is permitted to send the president/or designee and one delegate for each 100 members or fraction thereof. Should the Local desire to send an additional delegate, this will be authorized without pay. Any State or District Officer will have release time for the state convention with reimbursement from OAPSE for salary and fringe benefits.

The Local president will notify the office of human resources of the name(s) of the conference delegates immediately after the election.

When Northwest OAPSE Day falls on a regular school calendar day, the five (5) OAPSE officers of Local 279 shall be permitted to attend the meeting with continuity of wages.

Section F Assault Leave

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the employer will grant assault leave to an employee absent due to physical disability resulting from assault under the following conditions:

An employee who is absent due to disability resulting from an unprovoked attack upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the superintendent or his designee, be granted up to twenty (20) working days assault leave. The

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

period of such absence, as defined in this provision, shall be termed "assault leave." During such assault leave, said employee shall be maintained on full-pay basis.

Assault shall be defined as intentional physical contact which results in injury. If permanently disabled, the employee shall apply for disability retirement and no assault leave shall be granted after such retirement has been approved. Before assault leave can be approved, the employee shall furnish the superintendent with the following information:

1. A signed, written statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, and the names and addresses of participants, victims, and witnesses to the extent available.
2. A signed, written statement from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
3. The employee will file a signed, written statement of criminal assault charges.

Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment under 3319.16, Ohio Revised Code.

Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the employee on leave granted under regulations adopted by the Board pursuant to 3319.08, Ohio Revised Code, or any other leave to which the employee is entitled. Assault leave benefits shall not be paid concurrently with Workmen's Compensation wage benefits. The Board shall reimburse any employee whose personal effects are damaged or destroyed as a result of an assault hereunder to the extent not otherwise reimbursed from any other source but not to exceed the total sum of \$200.00. The employee may receive additional reimbursement, with proper receipts, through a written request to, and with the approval of, the superintendent.

In the event of assault resulting in more than twenty (20) days of lost time involving an employee, the Board, through the superintendent, may authorize additional days of assault leave.

Section G Funeral Leave

An absence of up to five (5) work days shall be granted to employees who have a death in the immediate family. Refer to ARTICLE 12, Section J for definition of "immediate family."

An absence of up to three (3) work days shall be granted to employees who have a death in the extended family. Refer to ARTICLE 12, Section J for definition of "extended family."

Employees attending the funeral of others not in the immediate or extended family as defined in ARTICLE 12, Section J, shall be granted absence for the day of the funeral.

Any days taken for funeral leave will be deducted from the number of sick leave days accumulated by the employee.

Section H Personal Leave

Each classified employee will be entitled to two (2) personal leave days per contractual year, except that new employees hired after January 1 shall be entitled to one (1) personal leave day for the remainder of the initial contractual year. Employees wishing to take personal leave shall notify the supervisor and the building principal twenty-four (24) hours prior to leave. In case of emergency, employees need only notify the person responsible for obtaining substitutes within the employee's classification as early as possible on the day of leave.

Eligible personal leave shall be granted automatically, upon request. (Exception—when that day falls immediately before or after holidays, vacations, or non-paid days, the person requesting leave shall be required to show justifiable cause in writing for the request, with the **Director of Human Resources** deciding whether leave should be granted.)

For purposes of determining eligibility for personal leave, a regular classified employee shall be defined as one who is regularly employed in the Washington Local School District each scheduled working day, for either the school calendar year or regular calendar year, regardless of the number of hours employed per day.

The Board of Education through the superintendent may authorize additional days of personal leave.

Employee shall sign the absence affidavit form upon his/her return to work.

Unused personal leave days will be compensated at the regular daily rate of pay for that particular position upon completion of the contractual year.

ARTICLE 10 - Pay Procedures

Section A Pay Procedures

Classified employees shall receive their salary in 26 checks over the contractual year. The Treasurer and OAPSE representatives shall develop a procedure whereby safety aides, bus monitors, bus drivers, nutrition service workers, and campus traffic security shall have the option to either receive their salary as it is earned and reported on time cards or in 26 checks over the contractual year. A minimum of 30 employees would need to enroll in order to put any procedure into practice.

There will be no lump sum payments for classified employees.

The Board of Education or its designee shall determine the actual time card period for employees of the bargaining unit. Hours of comp time will be shown on paychecks.

Section B Salary Step Advancement

Classified employees will advance one (1) step on the salary schedule after their first contractual year as follows:

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

1. Twelve-month employees must be under contract on or before November 1 of their first contractual year.
2. All other employees must be under contract on or before December 1 of their first contractual year.

Section C Overtime

1. Overtime will be paid at the rate of one and one-half (1½) times the employee's normal rate. If an employee accrues earnings for more than forty (40) hours in one calendar week, compensation for the hours in excess of forty (40) qualifies as overtime. If a paid holiday occurs during that week, the number of hours which would have been worked on that day are included in the calculation of the original forty (40) hours.

During the week of NWOAPSE, all hours over thirty-two (32) shall be considered overtime for employees who attended NWOAPSE Day on a nonpaid status.

2. Employees may elect to take compensatory leave equal to one and one-half (1½) times the number of extra hours in lieu of overtime pay. Compensatory time cannot accumulate from one contractual year to the next. An employee may accumulate and use no more than fifty-six (56) hours of compensatory time within any employee's contractual year. Compensatory time shall be paid by August 15th or the second paycheck of the current contract. Compensatory time shall be granted upon employee's request, subject to the approval by the employee's immediate supervisor, which shall be granted if such use does not unduly disrupt operations.
3. No employee shall be approved for overtime pay on a holiday or weekend if the employee was absent from work for any reason the work day immediately prior to the weekend and/or holiday.
4. Emergency situations must go by overtime call-in list unless the emergency is so severe that time prohibits its use (exception: snow plowing).
5. Personnel assigned to the maintenance department shall be called in order of seniority in rotation. This includes all work routinely performed by members of the maintenance department which requires overtime.

Examples: Snow Plowing
Emergency Building Repairs
Operation of Certain Power Equipment
Building Repairs

Building maintenance department personnel consists of carpenters, electricians, and general maintenance employees assigned to work out of the maintenance building.

Overtime within the maintenance department shall be called on the basis of the work employees routinely perform in order of seniority in rotation. If a second person is required to perform a particular job (as determined by the supervisor), this person will also be called on the basis of work routinely performed. If no one who routinely performs

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

a particular task is available to work overtime, then the overtime will be offered to all members of the maintenance department on the basis of seniority in rotation. In an emergency situation, if the person(s) who routinely performs a task is not available, the overtime will be offered on the basis of seniority in rotation to all maintenance personnel (at the supervisor's discretion) beginning with the person next in rotation who can best perform the task.

Asbestos repair work must be performed by certified personnel pursuant to EPA guidelines.

6. For overtime outside an employee's normal job, there will be one master rotation list for maintenance, fireman, and operation personnel as qualification permits, for over and above assigned duties.
 - a. Stadium clean up
 - b. Summer building overtime for cleaning outside of your building
 - c. Openings sent outside a building
 - d. Fireman's absence outside a building
 - e. Building checks sent outside a building

Section D Payroll Deductions

Authorized payroll deductions that will be made by the treasurer upon employee request are:

- United Way
- Bonds
- Credit Union
- Tax Sheltered Annuities
- Washington National Insurance
- Education Marketing Group
- Citizens School Advisory Committee
- AFSCME-PEOPLE
- 403b deductions requested in writing by nine (9) or more employees
- 125 Plan

The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization, such authorization must be executed by the employee and may be revoked by employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section E Dues Deduction/Fair Share Fee

Union dues and agency fees, as certified annually on or before August 1 (provided, if the Board has not furnished to the Union in a timely fashion the information needed to calculate the dues and agency fee, this date shall be extended to give the Union a reasonable amount of time to

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

transmit the information to the Board), shall be deducted nineteen (19) equally and consecutive bi-weekly installments for all employees regardless of length of work year. The first installment shall be made from the in 3rd pay period for school year employees. This deduction shall be for local dues and sent to the bargaining-unit treasurer. The second (2nd) through nineteen deductions shall be state dues. The Union agrees that dues and fee deductions for the local shall be paid directly to the OAPSE State Office on a monthly basis. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates.

The foregoing provision regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable law of like subject matter.

Section F Pay Procedure - Correction of Errors

If an error is made in an employee's pay, either overpay or shortage, the correction will be made on the following paycheck after notification of the error.

Provided an accurate time card is received by the payroll department at least nine (9) calendar days prior to payday, and there is an error clearly the fault of the administration, errors in excess of \$100 shall be corrected and paid by the close of the following work day, if the employee so requests.

In the event it is necessary for the Board to deduct pay from a member of the bargaining unit as a result of a previous overpayment, the employee shall be advised in writing, at least five (5) work days in advance of the applicable pay day, of the reason for the deduction and the amount to be deducted. A request by the employee or his representative for a conference to discuss matters related to the deduction shall be granted and held prior to the deduction, provided the employee makes a request for the conference by the end of the work day following the day of receipt of the notice.

Section G Direct Deposit

All classified employees who are employed beginning with the 1993-94 contract years and thereafter will be paid by direct deposit to their bank account. Classified employees employed prior to the 1993-94 contract years have the option of payroll deposit. An enrollment form authorizing direct deposit must be completed and filed in the treasurer's office no later than August 15 to be effective for succeeding contract years.

Checks will be credited to the individual participating employee's account on each payday. Once funds have been transferred to the receiving bank(s), the bank(s) become responsible for deposits to the employee account.

Participants in direct deposit will receive a pay stub each pay date.

Employees who are not on direct deposit will receive their pay check on the next regularly scheduled work day after a calamity day via the school courier.

ARTICLE 11 - Working Conditions

Section A School Closing

1. When the superintendent of schools, in his concern for student health and safety, declares that all schools are closed because of heavy snow or other severe weather conditions, mechanical emergencies or other acts or conditions beyond control of the system, all classified employees will be excused from work, with pay, except those designated as "Emergency Staff." Those designated as "Emergency Staff" will be called as needed and will include:
 - a. Treasurer's office employees
 - b. Secretaries in central administrative offices
 - c. Maintenance Department
 - d. Building firemen
 - e. Custodians
 - f. Transportation Department

Those employees designated as "Emergency Staff," in addition to their regular day's wage, will receive overtime pay for all hours worked.

2. When an emergency occurs necessitating closing one school for part of a day or a full day, all classified employees in said building not clearly needed to help resolve the emergency will be excused to go home.
3. Employees who are off on sick leave on a day when all schools are closed will not be charged a sick day for the school closing day.

Employees on vacation or personal leave will not be charged for that day on their vacation schedule or personal leave allowance.

Employees who are on a leave of absence or are absent due to illness and have exhausted their sick leave will not receive compensation for a school closing day.

4. Prior to scheduling any required make up days as a result of schools closing for reason of weather conditions, the State Department of Education shall be petitioned for relief. If it becomes necessary to make up a school day(s) (as a result of the number of calamity days used) to meet the State of Ohio required minimum days of instruction, said days shall be worked without additional compensation provided said days are worked Monday through Friday. Such days shall be scheduled after consultation with the Association.

Section B School Delays

1. On days when school is delayed due to inclement weather or other reasons, classified employees are to report to work for their regularly scheduled hours or as soon thereafter as safety dictates. Bus drivers will report to work at the reporting time which coincides with the length of the delay providing the announced delay is given on a designated radio

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

station(s) before 6:00 AM. Drivers who have routes that begin forty-five minutes or more after the announced delay will not be compensated for early arrival.

- a. On days when school is delayed and subsequently cancelled due to inclement weather, classified employees will be sent home as soon as possible. Employees requested to work beyond one (1) hour following the announcement of such closing will be granted overtime pay. Such work must be approved by the superintendent of schools or his designee. Any employee who reports to work or stays at work without being specifically requested to do so under any of the aforementioned conditions will receive the same compensation as those employees who went home.
- b. Any decision to delay or cancel school after the usual starting time will be made by the superintendent of schools or his designee. When the decision has been reached, the building principals will be notified.

Section C Open House

Classified personnel assigned to work at a building may be required by their building principal to participate in one educational open house for parents each year. This time will be paid at the employee's regular rate, subject to ARTICLE 10, Section C - Overtime.

Section D Jury Duty

Employees appointed to serve on a jury during their standard weekly work schedule shall be excused for such absence and shall be paid for such absence without deduction from their sick leave or personal leave.

It is understood the employee may retain monies received from the Clerk of Courts for their jury duty. Employees released from jury duty prior to the end of their regularly scheduled hours must report for duty.

Second shift employees need not report if they are released after more than four (4) hours jury service.

The employee must provide a copy of the summons or jury check stub to the treasurer's office for verification of days absent.

Section E Student Hearings

A rate equal to the employee's regular rate per hour will be paid to classified employees for actual time spent in a hearing involving students when the hearing takes place beyond the normal working hours of the employee.

Section F Orientation and In-Service Programs

The need for development of orientation and in-service programs for classified employees is recognized. Such programs will be developed by the administration with input from classified employees. Classified employees will be compensated at their regular hourly rate of pay for all time, outside of the regular work day, that they are in attendance at an orientation or in-service program required by the employer.

Section G Minimum Call-In—2 Hours

The Washington Local Board of Education agrees to pay employees a minimum of two (2) hours for off-duty emergency call-in at the rate of time and a half. This does not pertain to time worked at the beginning nor at the end of an employee's regular work day, nor does it pertain to weekend and holiday building checks which, when required, are limited to one hour.

Section H Administering Medicine to Students

Classified employees will not be required to administer medicine to students. If a nurse, head teacher, or department chair is not available on a regular basis to administer medication, classified employees may do so and be compensated through a yearly building stipend. A stipend of \$500 per building will be available to compensate trained classified employees who administer medication.

Section I Rest Periods

One rest period of fifteen (15) minutes shall be provided for each seven (7) hour employee. Two rest periods of fifteen (15) minutes each shall be provided for each eight (8) hours employee. No rest periods will be provided for persons working less than seven (7) hours per day.

The employee shall be on call during all said rest periods and will not leave his/her assigned building during such rest periods unless he/she has permission from appropriate administrator.

Section J Work Week

The normal work week shall be Monday through Friday.

Section K Summer Emergency Work Schedule

Operations Service Employees may be temporarily reassigned during summer months to assist with emergency work which must be completed prior to the beginning of the school year. Emergency situations would include construction, remodeling, or conditions resulting from flood, fire, storm damage, with building fireman and employee being consulted prior to a temporary re-assignment.

Section L Playground

The decision whether or not students will go outside for recess will be made by the building principal with input from the safety aide. Weather conditions will be considered in making this decision.

Section M Summer Hours

With the approval of the supervisor and/or building principal, 40 hour employees may be allowed to work longer days in order to work a shortened week as follows:

1. Four (4) ten (10) hour days
2. Four (4) nine (9) hour days with one four (4) hour day.

This will not diminish the employee's responsibility to fulfill his/her 40 hour work week.

Section N School Calendar

A committee will be formed with equal representation from OAPSE, TAWLS, and the Administration to develop 3 choices of calendars for the next 3 school years. These choices will be voted upon by the OAPSE and TAWLS members, with the top 2 having a run-off election. It is understood that the recommendation is subject to board approval.

Section O Reimbursements

OAPSE members required to have an educational aide permit shall be reimbursed for the renewal of a four-year educational aide permit and the employee shall be reimbursed for the second one-year permit.

<p>ARTICLE 12 - General Provisions</p>

Section A Agreement Printing Cost

The Board of Education shall provide all classified employees with a complete copy of this agreement.

Section B Integration Provision

It is understood and agreed by and between the parties that this agreement constitutes the entire agreement between the parties, abrogating any and all prior verbal or written agreements or understandings whatsoever not specifically incorporated herein during the term of this agreement.

Section C Provisions Contrary to Law

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the duration of the agreement. Those declared illegal by a court of competent jurisdiction shall be renegotiated at a time mutually agreed to by the Board and the Association.

Section D Duration of Contract

This agreement shall remain in full force and effect from July 1, 2013 through June 30, 2015 and each year thereafter, unless written notice of termination of desired modification is given sixty (60) days prior to the expiration date by either of the parties.

Negotiations for a new contract may open after March 1, 2015.

Section E Lunch Period

A paid lunch period of thirty (30) minutes shall be provided to all classified employees with a regular daily assignment consisting of seven (7) or more consecutive hours.

In buildings which have a hot lunch program, the employee shall use the paid lunch period at that building.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

All day employees are on call during paid lunch periods and may not leave their assigned building without the approval of their immediate supervisor.

Night personnel may leave their assigned building for a thirty (30) minute lunch period provided he/she has no building responsibilities pursuant to a building permit or school activity.

Section F Disciplinary Action

1. Disciplinary actions shall be based on procedures which include the following:
 - a. The employee shall normally receive at least three (3) work days prior written notice of a conference or hearing which indicate the specific nature of the concern(s) which led to the conference or hearing.
 - b. The employee shall have the right to be represented by the union president and/or designee.
 - c. The employee shall have the right to present witnesses and to question any witnesses presented by the administration.
 - d. The employee shall have the right to present any related evidence in his/her behalf.
2. Employee may be disciplined or discharged for just cause only. Disciplinary action taken by the employer under this provision may be contested under the grievance procedure. Discharge and suspension grievances shall be introduced directly to the second step of the grievance procedure.
3. Where appropriate, principles of progressive discipline shall be followed. Normal progressive discipline is a warning followed by a suspension of appropriate length, followed by termination. This is not appropriate in every case and the circumstances of each offense must be taken into account. For example, some offenses warrant immediate termination; in other cases, several warnings; or more than one suspension may be appropriate. In carrying out this Section F the Board shall make and enforce reasonable work rules, which shall not be changed without notice to and discussion with the OAPSE President.
4. Unless necessary to maintain order, no employee shall be suspended or discharged until a meeting with the employee's immediate supervisor is concluded. If the employee is not available, this meeting may be with the union president or designee. In the event the immediate supervisor is absent, the above mentioned meeting may be conducted by the immediate supervisor's designee.
5. In reviewing discipline under the grievance procedure to determine the penalty to be applied, consideration shall be given to the length of time which has elapsed since prior discipline.
6. Initial comments in any disciplinary interview by a supervisor will indicate the intention of the discussion. An employee has the right to union representation if requested. A

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

disciplinary interview is an interview by a supervisor seeking information from an employee which is likely to lead to discipline.

Section G Workshops and Conferences

\$5,000 shall be allocated for workshops and conferences related to the employee's job assignment. Application to use this money will be submitted to the employee's immediate supervisor for consideration subject to approval by the Assistant Superintendent.

Section H No Strike

During the term of this agreement or any extension thereof, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from one's position, no stoppage of work, no slow down, or abstinence in whole or in part from the full, faithful and proper performance of duties of employment. In the event of a strike in violation of the law, the Board shall have full recourse as provided by law.

Section I Bargaining Unit Work

It is the intent of the parties that the bargaining unit not be eroded through use of subcontractors. Accordingly, no reduction in force shall occur within the bargaining unit as a result of the use of volunteers, or as a result of work being subcontracted during the terms of this agreement. Repairs, (i.e. carpentry, roofing, industrial, engineering, painting, electrical, etc.) shall be contracted to private contractors as deemed necessary by the Board of Education or its representative. The use of volunteers to assist the district and its schools in performing school functions shall be in compliance with Ohio Revised Code and federal standards.

Section J Definition of Terms

1. Definition of Days:

The term "days" when used in this document shall mean consecutive work days unless otherwise indicated. Any such period of time referred to by this document shall begin to run on the day following the day of the act, event, or occurrence. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or a legal holiday.

2. Definition of Immediate Family:

The term "immediate family" when used in this agreement shall mean husband, wife, mother, father, child, mother-in-law, father-in law, grandmother, grandfather, brother/sister-in-law, daughter/son-in-law, sister, brother, grandchild, or anyone who has virtually held the position of parent or child or anyone who is a permanent member of the household of the staff member.

3. Definition of Extended Family:

The term "extended family" when used in this agreement, shall mean aunt, uncle, niece, nephew, guardian, or a person whose legal residence is in the same household.

4. Adjustment of Time Limits:

Time limits stated in this agreement may be extended or reduced by mutual agreement of the Association and the Board of Education and/or their respective designee(s).

5. Gender Reference:
References in this agreement to the male or female gender shall be construed to include the opposite gender.
6. Reference to Employees:
References in this agreement to "employees" shall be construed to include bargaining unit members unless the context otherwise requires.
7. Contractual Rate of Pay:
This term refers to the rate of pay designated on the contract or salary notice issued to the employee, which will include number of days worked, rate of pay, pay schedule, and step. Longevity included when applicable.
8. Daily Rate of Pay:
This term refers to the contractual rate of pay divided by the number of paid days (includes scheduled work days and paid holidays) or hourly rate on salary schedule multiplied by number of hours worked per day.
9. Hourly Rate of Pay:
This term refers to the daily rate divided by hours worked in a normal day.

Section K Enrollment of Children of Employees

Student enrollment in Washington Local Schools of the dependent(s) of OAPSE member(s) regardless of school district in which they reside shall be tuition free.

ARTICLE 13 - Other Conditions of Employment

Section A School Plant Operation

1. Line of Authority - Where a fireman's license is no longer needed to operate the heating plant in a building, the fireman's position will be renamed head custodian and the pay rate and job responsibilities will remain the same except for heating plant operation. Custodial personnel in all buildings shall be responsible to the building fireman or head custodian. The building fireman or head custodian is responsible to the building principal and semi-direct supervision from the supervisor of facilities and technical services on major operations of the buildings.

The building fireman or head custodian is held responsible for the care and upkeep of the physical plant and the adjoining grounds in regards to heating, plumbing, electrical, cleaning, upkeep, supplies for upkeep, preventative maintenance, and maintenance, as well as the scheduling of building personnel and their supervision.

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

Maintenance personnel shall be under the direct supervision of the supervisor of facilities and technical services. In emergency situations, coordination of activities may be assigned to their designee.

2. Work Schedules - work schedules and changes therein are to be worked out mutually between the supervisor of facilities and technical services and/or assistant supervisor of facilities, fireman, and principal. Copies are to be filed annually with the superintendent, supervisor of facilities and technical services, building fireman or head custodian, and building principal. If agreement is not reached, the superintendent shall make the decision.
3. Hours for operations employees will be set by the supervisor of facilities and technical services according to the job description and building work schedule needs with consultation between principal and fireman or head custodian.
4. Buildings of Washington Local Schools, with the exception of Administration/Lincolnshire, leased buildings, bus garage, maintenance building and storage building, will be staffed with one day shift licensed fireman or head custodian.

Board agrees to maintain an eight-hour custodial position at Lincolnshire.

5. Bidding by Seniority - seniority bidding on all fireman or head custodian, custodial, and maintenance positions shall be conducted pursuant to ARTICLE 8, Section D (as contained elsewhere in the negotiations agreement) except as follows:
 - a. When bidding on any position requiring at least a low pressure operator's license, overall seniority shall be waived and only those employees with proper licenses are eligible to bid on the position--on a seniority basis. If no employee with an operator's license bids the position, bidding will then revert back to overall seniority. Successful employees will then have a maximum of six (6) months to obtain their licenses while working in the position. During the period of time employees do not qualify with a license, the salary shall be their proper step on the custodial schedule. If the employee fails to become licensed during the six (6) month period, the job may be requested for bid by any other licensed employee who is intent on bidding the position. If employees bid on a fireman or head custodian-custodian position and do not obtain the license in the required time, and that position is requested to be placed for bid, employees will forfeit their bidding rights until all positions have been filled. Said employee will then be placed in the remaining position. On the next bid they will resume their proper place in the bidding procedure.
 - b. Fireman/Head Custodian will have first bidding rights on open Fireman/Head Custodian positions over all other operation service employees, then followed by bid rights to all other operation service employees.
6. Building Checks, Building Openings, and Weekend Firing.

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

- a. Checking a building shall be interpreted as "going into each room, office and restroom in the building to be sure there has been no vandalism, broken windows, heating failure, etc." This is to be done during a building opening on the weekend.

The minimum time for a building check is: forty (40) minutes with one (1) hour pay for elementary buildings, Washington Junior High and the Vocational building; seventy (70) minutes with a minimum of one and one-half (1½) hours pay for Jefferson Junior High; and one hundred (100) minutes with two (2) hours pay for Whitmer.

- b. The decision as to whether a building check should occur rests with the supervisor of facilities and technical services. When a fireman/head custodian has a concern for his/her building, a building check may be requested from the supervisor.
- c. During the heating season up to four (4) hours may be allowed to fire any building on the day prior to school reopening after a vacation, a holiday, and over a weekend when the temperature drops sufficiently. The actual number of hours required will vary by building, type of boiler, chill factor, length of time it takes to get building up to heat, etc.
- d. Weekend building checks must be made with a minimum of 18 hours in between. No definite time is mandated for holiday and weekend building checks and/or heating. No additional hours on a day of a building opening will be recognized except in the case of an emergency, a severe change in weather, or when returning to shut off steam in a campus building. (Campus fireman may be called upon to return to their buildings to shut down because of warmer weather and they will be allowed one (1) more hour to do so.)
- e. If firemen or head custodian are out of town on a day in which they are responsible for checking their buildings, they are responsible for obtaining substitutes, from a list approved by the supervisor of facilities and technical services, (Saturdays, Sundays, or holidays). They may obtain their night person to take over their responsibilities pending a license in heating season, October 1 to April 1 if a license is mandated for that building. Weather conditions may require a fireman through April 30. This decision will be made by the supervisor of facilities and technical services. In non-heating season night custodial may be used. The supervisor of facilities and technical services must be notified at least forty-eight (48) hours in advance, except in an emergency, in the event he needs to secure other employees from the seniority list to take over their responsibilities.
- f. A permit shall be required for any group using a building after 5:00 PM. There shall be a paid operations employee for all hours the building is open. There shall be no overtime pay for adult education, apprenticeship program, supervised athletic practices, supervised music/drama practices, and school sponsored parent groups unless operations service employees have to work beyond their scheduled hours. When two (2) OR MORE groups are using the building, one employee shall cover the openings unless the size of the groups combined require a second employee. If the number exceeds two hundred (200) people, a second employee will be called in.

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

No permit shall be required and no operations employee will be required when principals hold parent meetings where under twenty-five (25) people will attend.

Any time a person is pulled away from regular duties by the group, and makes up the time, they will get paid. If a person works an opening during their regular hours, and it has been determined that this amount of time is needed on the permit, they will be paid at the contract rate for any time made up at the end of their normal work schedule.

If employee is unable to work beyond the normal work schedule, they will consult the list of priorities for their building and complete as much as possible. The night supervisor will be notified, and a note left for the building principal/fireman as to what has occurred.

No substitute may be responsible for any part of a building opening (as per contract). If substitute is only employee in the building during the hours of an opening, a full time person will be called in for said hours for overtime as follows: first called, building employees; second called, system wide list.

- g. An employee in charge of the opening shall be available to the group at all times.
- h. All building openings are to be divided equally between building operation employees. It is understood that the fireman or head custodian has first choice of all openings in a given week accumulated up to four (4) hours. The remaining openings shall be offered to all operation employees on a rotating basis according to classification seniority within that building.

No operations employee shall receive more than four (4) hours overtime for building openings until all operation employees in that building have been offered overtime. Any operation employee who refuses a building opening forfeits his/her turn until the next rotation.

- i. Operation employees who are required to work a building opening will receive up to one-half ($\frac{1}{2}$) hour for set-up and/or one-half ($\frac{1}{2}$) hour for cleanup, if required. Such necessity must be noted on the original application by the building fireman or head custodian and building principal. If an emergency occurs during a building opening requiring additional time, one-half ($\frac{1}{2}$) hour may be added to the time allotted.
- j. Except for emergency staff, those employees who wish to be called for overtime will submit written notification to the facility supervisor. An overtime form will be sent by the facility supervisor every six months in January and July, to all school plant operation employees. This status may be changed at any time with written notification.

7. Night Pay

- a. Classified employees whose regular assigned work shift begins at 12:00 noon or thereafter shall receive a shift differential bonus of fifteen (15) cents per hour for the entire eight-hour shift for the entire contract year.
- b. Elementary buildings operated at night by a fireman or head custodian/custodian who is responsible for the lockup of the building shall be compensated an additional twenty (20) cents per hour for such assignment. This is in addition to night shift pay.
- c. One closing custodian in each campus building will receive an additional twenty (20) cents per hour for the entire contract year for their responsibility.

Section B Transportation

1. Definition

- a. A bus route refers to a driver's full day of driving time. There are three (3) basic segments that make up a "Route": AM, PM, and mid-day segment. These segments transport students from home to school and from school to home.
- b. Regular bus routes will be established by the Supervisor of Transportation.

2. Hours of Work

- a. Employees hired after the ratification of this Agreement shall have a guaranteed minimum of four (4) hours for the A.M. /P.M. segment or any combination thereof. The A.M. segment shall be a minimum of two (2) hours and the P.M. segment shall be a minimum of two (2) hours.

Current bus drivers and monitors shall be able to maintain their four and one-half (4 ½) hour minimum until such time as they accept another position in the District that is outside of the Transportation Department and no longer have any position in the Transportation Department. Employees hired prior to the ratification of this Agreement shall also lose their four and one-half (4 ½) hour minimum if they sever their employment with the District.

A Mid-day segment is guaranteed a minimum of one (1) hour. (Mid-day segment is further discussed in #5 of this Section.) Each driver will be paid a fifteen (15) minute pre-trip inspection per day on the first trip of the day.

- b. A driver may only bid or work a combination of AM, PM, late runs, and Mid-day segments that do not in the aggregate exceed eight (8) hours per day. Should a combination evolve into more than the maximum permissible hours after it is bid, the transportation supervisor shall reassign and adjust as necessary to stay within the maximum hour limit.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

3. Annual Route Bidding

- a. All transportation department employees shall receive, prior to the last student school day, a notice indicating the date, time, and place for the annual route bid.
- b. Complete routes containing the bus number, the schools served, AM check-in time, the AM and PM start times, the PM check-in time, the approximate AM and PM return times and the total number of hours shall be posted in the transportation department for review by all drivers no later than three (3) work days prior to the annual bid date.
- c. The annual route bidding shall be the second Tuesday in August at 8:00 AM at a designated building where the routes for bid can be viewed by all regular drivers.
- d. For bid eligibility, a driver must give to the supervisor his/her completed medical form, show a valid commercial driver's license **and** show a recertification certificate as required by the State Dept. of Education by July 1 of each year. A criminal record check must also be provided every six years by drivers.
- e. Mid-day segments, late runs etc. shall be bid in conjunction with the driver's AM/PM segment. These late runs shall be guaranteed a minimum of one (1) hour per day at the driver's regular hourly rate of pay.
- f. Drivers will bid in order of his/her job classification seniority and be allowed no more than ten (10) minutes to exercise his/her selection. If a driver does not make his/her selection in the allotted time, he/she shall then be allowed to bid after all drivers have had an initial opportunity to bid.
- g. Drivers who cannot be present may cause his/her bid to be exercised by the Local president or the president's designee. All proxies must be in writing, dated and signed by the driver. A driver who is absent during the bidding process shall be assigned to a route or position by the union and shall not have the right to redress action in the bidding process against the union or board.
- h. The Local President and/or his/her designee(s) and the OAPSE Representative are invited to meet during the summer with the transportation department representatives to review the route development progress and to make suggestions which may assist in making route identification more efficient.
- i. A bus which is assigned to a route at the beginning of the school year will be maintained on that route unless changed by the supervisor of transportation.
- j. Option IV runs will be bid in August as part of the regular routes or in September at the discretion of the Transportation Supervisor. Drivers' eligible to work the Option IV hours are those available without changes in their current AM/PM or mid-day assignment.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

- k. The transportation supervisor has the authority in an emergency situation to temporarily reassign drivers not to exceed two (2) weeks.
- l. Drivers bidding routes for special needs' students will be required to complete training programs as determined by the transportation supervisor and provided by the district.
- m. A driver who has a regular route with unassigned segment or runs less than five (5) days a week shall be considered an unassigned driver and must report to work at the time stated on their route sheet unless reassigned to temporarily fill the vacancy of a regular driver. An unassigned driver filling a vacancy shall report to work pursuant to the regular driver's route sheet.

4. Vacancies

a. Permanent Vacancies

Permanent vacancies occur when an employee is no longer employed by the board.

Permanent vacancies that occur during the school year will be posted for bid for five (5) full consecutive work days and awarded on the next work day. For bid posting purposes, a workday is considered to begin at 9:00 AM and end at 5:00 PM. The bid shall be awarded to the most senior driver who bids the position.

b. Day-to-Day Vacancies

When a driver holding a regular route is absent, the following procedure shall be used to fill his/her route.

1) AM, PM

Available unassigned driver

A substitute driver

2) Mid-Day Segment

When a mid day driver has been off for more than ten (10) consecutive work days, or the Transportation Supervisor has knowledge that the driver will be off for more than ten (10) consecutive work days, the mid-day vacancy will be filled by offering the mid-day route, by seniority, to the most senior driver not having a mid-day segment. This will continue until a driver accepts the position.

c. Voluntary Vacancies

Voluntary transfer by a driver during the school year may only be accomplished upon approval of **Supervisor of Transportation**.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

d. There shall be no posting of any vacancies after April 1.

5. Mid-Day Segment Defined

- a. Mid-day segments include all runs that are regularly scheduled between the end of the AM segment and the start of the PM segment.
- b. All Mid-day segments guaranteed one (1) hour minimum.

6. Unassigned drivers

A driver who has a regular route that runs less than five (5) days a week shall be considered an unassigned driver and must report to work on days when his/her route does not run and may be required to fill day-to-day vacancies.

7. Field Trips

- a. Field trips are over and above a driver's AM, PM, and mid-day route assignment. The field trip rotational charts shall include all eligible drivers by seniority and become effective on the first student school day of each year.
- b. The Transportation Department will assign field trip numbers, complete necessary forms, and give this information to the trip assigners as early as possible on Tuesday. They will assign all field trips.
- c. A bid meeting will be held each Wednesday at 9:30 AM. Bidding will follow the rotation list until all trips are filled. Wherever bidding stops will be the start of the next week's rotation.

At the bid meeting, a driver will not be allowed to bid on a trip if it meets any of these following conditions:

- 1) Trip interferes with contracted hours.
- d. Emergency trips will be defined as any trip sent or returned to the transportation trip assigners with less than twelve (12) hours notice. The trip assigners will use the appropriate rotational sheet when assigning emergency trips during their normally scheduled work hours. If the event the trip assigners are unavailable, then the duties shall fall to the OAPSE building representatives of the Transportation Secretaries during their normally scheduled work hours. In the event the trip assigners, OAPSE building representatives and Transportation Secretaries are unavailable then the duties shall fall upon the Transportation Supervisor or Assistant Supervisor.
- e. Field trips will be posted by 3:00 p.m. on Tuesday. Any driver unavailable to make Wednesday's bid meeting because they are on school business (field trip, student conference, approved meeting, etc.) will notify the OAPSE building reps in writing as to the reason for missing the meeting and their choice of trips for that week.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

Drivers off sick or on a leave of any kind will not be allowed to bid regular or emergency trips. After Wednesday's trip bid meeting any new trip or trip not bid will be reposted and will be assigned by the assigners using the availability and rotation sheet.

- f. The trip assigners will assign drivers and submit completed paperwork to the transportation office following the bid meeting. Paperwork will include bus assignment (with supervisor), trip numbering, logging, posting and distribution. Trip assigner positions shall be bid by seniority at the annual bid meeting or when they become vacant.
- g. Rescheduled, cancelled, or time changes. If the date and/or time schedule of an assigned trip is changed, the driver may keep the trip only if it does not conflict with the driver's contracted hours.

If a trip is cancelled after being assigned, and after the driver arrives for pickup, the driver shall receive one (1) hour pay, Monday through Friday trips, and two hours for trips on Saturday, Sunday, or a Board paid holiday.

- h. Trips accepted and then returned

If a driver returns an assigned trip, he/she shall do so as soon as possible so a replacement driver can be assigned.

A trip returned by a driver after assignment or a trip submitted to the transportation office after the initial posting date will be offered to eligible drivers according to the rotation list, unless this is an emergency trip.

Drivers who repeatedly accept trips and then return them may be subject to removal from any or all rotational charts for the balance of the semester or school year.

- i. Field trip pay:

The pay scale for field trips shall be \$14.58.

Drivers shall be paid a minimum of one (1) hour if his/her field trip is less than one (1) hour.

Classified employees will conduct bid meetings: employees who conduct meetings will be paid a stipend of \$750.00 per year per employee (maximum of two).

- j. When a field trip is scheduled which will require the driver to be gone overnight, the following procedure will be in effect:
 - 1) The trip will be assigned according to the rotation list.
 - 2) The driver will receive minimum of eight (8) hours pay for each twenty-four (24) hour period. The driver's meals and

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

accommodations will be paid by the board of education. A driver may, but is not required to, share a room.

3) The driver's rate of pay shall be his/her regular field trip rate.

k. Disputes

A driver who disputes whether a field trip has been assigned in accordance with this agreement shall report the dispute to the transportation supervisor, before the trip, and the transportation supervisor shall make the final determination regarding the trip assignment.

8. Bus Driver Trainers

- a. Bus driver trainers will be selected by the supervisor of transportation and certified by the State Department of Education.
- b. The supervisor of transportation shall make every effort to equalize the training hours for the certified trainers.
- c. Driver trainers are limited to a maximum of hours as indicated in Section B-2, Hours of Work. Field trip hours will be excluded from this calculation.
- d. Driver trainers will be compensated for hours worked plus a stipend of \$200.00 per year per trainer.

9. Driver's Work Day

- a. Bus drivers work the student calendar year as adopted by the Washington Local Board of Education, with adjustments for non-public routes, conference days, and teacher work days. The Board may combine routes on the adjusted days and the regularly assigned driver(s) may have first preference, by seniority, to drive the combined route(s).
- b. Drivers reporting to work early shall be paid their regular rate beginning with their revised starting time and continuing through their regularly scheduled workday.
- c. A bus driver may submit a written request for a time study if the driver is unable to complete the route or one of its segments, within the posted or adjusted time. No request for time study may be made within the first two weeks of school. The study shall be conducted within twenty working days by the transportation supervisor with the requesting driver.

Routes may only be adjusted by the transportation supervisor following discussion with the driver, with or without a time study.

Routes may only be adjusted accordingly and wages/benefits paid or deducted retroactively to the date the time study was requested.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

- d. Any directives regarding students and/or schedule changes shall be given to the driver in writing.

10. Safety Concerns

- a. The employer will make reasonable effort to: (1) keep drivers aware of severe student medical problems; (2) changes in student riders; (3) changes in bus stops.

11. Miscellaneous

- a. When mechanical breakdown or inclement weather as determined by the transportation supervisor results in the driver working beyond his/her regular paid time, the driver will be paid at the regular rate based on fifteen (15) minute increments. Seven (7) minutes or more equal one (1) increment.
- b. A committee of drivers and an OAPSE representative will be established to provide input to the supervisor of transportation to develop a Bus Drivers' Handbook. The handbook shall be reviewed annually and distributed to all drivers at the beginning of each school year.
- c. A driver reporting his/her absence must do so prior to 5:30 AM of the day of his/her absence and at least one (1) hour of a mid-day and two (2) hours prior to their PM segment.
- d. With prior approval of the supervisor, a driver will be paid a minimum of one-half hour (1/2) at regular rate of pay to wash the outside of his/her bus.

12. Summer Driving Rotation Chart

This chart will be used for the purpose of assigning all trips scheduled to take place on the first day after the last day of the district's school year and prior to the first district school day of the next school year. During the month of May, a sign-up sheet will be posted in the transportation department for two (2) weeks.

These trips will be assigned and posted each Tuesday morning between the hours of 7:00 AM and 9:00 AM in the transportation department.

13. The board shall reimburse for:

- a. ♦ Abstract of driving record
- ♦ License (CDL) renewal
- ♦ Written test
- ♦ Driving skills test (1 time only)
- ♦ Criminal record check

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

If a current bus driver fails the test to be licensed (CDL), said driver shall be placed on an approved 90 calendar day leave. If driver passes the test within the 90 day leave, said driver shall be reinstated to his/her regular route.

- b. Annual physical examinations, sponsored by the Board of Education, shall be paid by the Board. Physicians shall be designated by the **district**.

14. Employee Alcohol and Controlled Substance Testing

- a. Washington Local Schools employees required to obtain a commercial drivers' license (CDL) for performance of their duties will be required to submit to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations as specified in Board Policy.

15. Drivers shall be reimbursed \$100.00 upon successful recertification of **the School Bus Driving Certificate** as required by state law.

Section C Bus Monitors

1. Bidding

- a. Bus monitors shall be granted an opportunity to bid routes on the same basis as bus drivers. Such bidding shall occur the day following the annual route bidding process for bus drivers beginning at 9:00 AM.

Permanent vacant positions available to bus monitors during the school year shall also be offered on the same basis as routes.

2. Work Day

- a. The monitor's work day schedule shall correspond to the route he/she bids.
- b. It is agreed that the transportation supervisor has the authority in emergency situations to reassign a monitor, temporarily, to another route.
- c. The work day for a bus monitor shall include fifteen (15) minutes per day to facilitate completion of necessary documents and communications.

Section D Nutrition Service

Two-hour positions may be created should a need develop for additional hours and/or a vacancy occurs.

A decision to create a two-hour position shall require mutual agreement between the building Nutrition Service Manager and Supervisor of Nutrition Services. If mutual agreement cannot be reached, said position shall be a three-hour position.

Existing three-hour workers who are one position employees will not be assigned to a two-hour position. Changes in the hours of Nutrition Service employees will occur between the end of the

***Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015***

school year in June and before the start of school in August as deemed necessary by the Supervisor of Nutrition Services. Employees shall be paid for additional hours worked on "Special Days" provided such hours are approved in advance by the Supervisor of Nutrition Services.

Nothing in this provision shall be construed as being in conflict with ARTICLE 1, Section C of the Master Agreement.

An employee desiring to become a manager must hold SNA certification in addition, SERV SAFE, and (HACCP) Hazard Analyses Critical Control-Point Certification, prior to becoming a manager.

Nutrition Service Managers must hold current certification, pertaining to their job classification, from the School Nutrition Association shall receive an annual stipend of \$200.00.

All employees are to be trained in SERV SAFE/HACCP Course (employee level).

One rest period of fifteen (15) minutes shall be provided for each five (5) hour Nutrition Service employee. Two rest periods of fifteen (15) minutes shall be provided for each eight (8) hour employee. No rest periods will be provided for persons working less than five (5) hours per day.

The employee shall be on call during all said rest periods and will not leave his/her assigned building during such rest periods.

Managers shall receive compensatory time for managers meetings and banking when required. Compensatory time must be approved by the Supervisor of Nutrition Services.

When a Nutrition Service worker replaces a Nutrition Service Manager at the elementary or junior high level, he/she shall be paid at Schedule N, step 0. When a Nutrition Service worker replaces the high school manager, he/she shall be paid at Schedule M, step 0.

Employees working as substitute nutrition service managers shall be called in order of building seniority in rotation. After building seniority has been exhausted then classification seniority shall be rotated among interested employees. A letter of interest shall be submitted to nutrition service supervisor on the first teacher workday of the school year. This status may be changed at any time with written notification to the nutrition service supervisor.

Nutrition Service employees will be evaluated by the Supervisor of Nutrition Services and/or building Principal.

Central kitchen hours will be after normal work hours and begin at approximately 2:00 PM as determined by the Supervisor of Nutrition Services.

Nutrition Service summer hours shall be bid by all Nutrition Service workers. One employee must be a manager.

Banquets and catering, provided by Washington Local Nutrition Services, will be bid by on-site employees on a rotational basis.

When kitchen areas are requested via building permit or when the district is aware that a building permit holder will be accessing a kitchen area a nutrition service manager or nutrition service employee must be present during the full time the kitchen is in use.

An absence line will be given to Nutrition Service workers to call in absences.

Section E Classroom Aides

1. Classroom aides requesting to provide input and receive information on a student they are working with will be offered the opportunity to discuss those issues at a meeting.
2. The need for development of orientation and in-service programs for classroom aides is recognized. Such programs will be developed by the administration with input from classified employees.
3. Every effort will be made to assist Classroom Aides and students during emergencies and field trips.
4. Classroom aides whose job descriptions require lifting students shall receive appropriate training in the techniques for lifting students and assistance if necessary. Needed assistance will be determined after consultation with the aide.
5. When classroom aides are offered and accept to accompany students to camp, the classroom aides will receive eight (8) hours at their regular pay for each day plus \$75.00 per night for each night they accompany students.

Section F Library/Media Clerks

1. Library/Media Clerks work teacher calendar, eight (8) hour day.
2. Secondary Library/Media Center Clerk will work teacher calendar, eight (8) hour day.
3. A committee of library/media clerks and an OAPSE representative will be established to provide input to the superintendent or designee(s) for a library/media handbook. The handbook shall be reviewed annually and distributed at the beginning of each school year.

Section G Computer Technicians

1. Computer Technician will be provided with district transportation during the course of his/her work day.
2. Will work twelve (12) month contract, eight (8) hours per day.

Section H Safety Aides

1. An effort will be made to provide some form of communication from the playground to the office for emergency purposes.
2. Safety aides who are employed for three (3) hours per day and are one-position employees will not be reduced to a two (2) hour position.

Section I Secretaries

1. There are twelve (12) month and two hundred (200) day positions. Secretaries will work either eight (8) hour or four (4) hour days.
2. A committee of Secretaries and an OAPSE representative will be established to provide input to the Superintendent or designee(s) for a secretarial handbook. The handbook shall be reviewed annually and distributed at the beginning of each school year. Assistance shall be provided as determined by the Director of Human Resources.
3. Whitmer Secretaries
 - a. The administration agrees not to move secretaries without advanced discussion with the union.
 - b. If an opening exists in Whitmer, the administration agrees to discuss moves in the building with the secretaries prior to bidding positions.

Section J Print Shop

1. Printing Services' Manager is twelve (12) month, eight (8) hour day.
2. Printer is twelve (12) month, eight (8) hour day.

ARTICLE 14 - Fringe Benefits

Section A Vacations

The Board of Education recognizes vacations with pay for employees who work twelve month contracts. The employee must receive advance approval from his/her immediate supervisor prior to use of vacation days.

- 1.

After Completion of Year(s)	Days to be Granted
1 st – 5 th	10
6 th	11
7 th	12
8 th	13
9 th	14
10 th	15
11 th	16
12 th	17
13 th	18
14 th	19
15 th – 21 st	20
22 nd – 24 th	22
25 th and thereafter	25

2. Employees may be allowed to carry over a maximum of ten (10) vacation days into the following contractual year. All other vacation accumulated will be forfeited at the end of the contract year.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

3. If a paid holiday falls during an employee's vacation, the employee is entitled to one additional day for the paid holiday.
4. An employee who becomes ill while on vacation may not change his/her approved vacation day to the use of sick leave.
5. Any employee transferring from a 10-month to a 12-month position shall have vacation days pro-rated based on the number of months remaining in the current contractual year in which the transfer to the 12-month position was made. In years thereafter, provisions in Section A shall be applicable.

Please note the following example delineating how vacation days will be prorated. A person who has completed eight (8) years of service (currently working ninth year) in a 10-month position is transferred to a 12-month position in February; this person will work five (5) months during the contractual year as a 12-month employee.

EXAMPLE: $5/12$ times $14/1$ equals 5.8, rounded to the highest full day will be 6 days of vacation. Any fraction of a vacation day will be rounded to the next highest one-half ($1/2$) day.

6. Any employee transferring from a 12-month position to a 10-month position shall receive the prorated portion of his/her earned but unused vacation days for the current contractual year prior to said transfer. (Please note EXAMPLE - Item 5.)
7. Any employee retiring, going on leave, or being separated from employment shall, at that time, receive the prorated portion of his/her earned vacation days for the current contractual year. If separation is immediate, the employee shall be entitled to compensation at his/her current rate of pay for the prorated portion of his/her earned but unused vacation days for the current contractual year. (Ohio Revised Code - 3319.084) (Please note EXAMPLE - Item 5.)
8. New employees who are under contract less than one contractual year in a 12-month position shall receive prorated vacation. (Please note EXAMPLE - Item 5.)

Section B Paid Holidays

The following days have been approved by the Board of Education as paid holidays.

Twelve-month employees

1. Labor Day	1st Monday in September
2. Thanksgiving	4th Thursday in November
3. Day after Thanksgiving	Friday following Thanksgiving
4. Day before Christmas	December 24
5. Christmas Day	December 25
6. Day before New Year's	December 31
7. New Year's Day	January 1
8. Martin Luther King Day	3rd Monday in January
9. Presidents' Day	3rd Monday in February
10. Good Friday	Friday before Easter Sunday
11. Memorial Day	Last Monday in May
12. Independence Day	July 4

Nine- and ten-month employees

- | | |
|---------------------------|---------------------------|
| 1. Labor Day | 6. New Year's Day |
| 2. Thanksgiving | 7. Martin Luther King Day |
| 3. Day after Thanksgiving | 8. Presidents' Day |
| 4. Day before Christmas | 9. Good Friday |
| 5. Christmas Day | 10. Memorial Day |

To qualify for holiday pay, an employee must be on pay status on the workdays immediately before and after the designated holiday.

If a teacher's calendar day for some reason should fall on a paid holiday, one of the following shall apply as directed by the **Superintendent / designee**.

1. Each employee shall be granted one extra day vacation
2. A compensatory day at a later date shall be granted
3. A day's pay may be added to their contracts

Employees required to work on paid holidays because of snow removal, emergencies, building openings, heating necessity, etc., shall be reimbursed at a rate of time and a half in addition to their regular wage.

Exceptions: Day before Christmas; Day before New Year's

1. If the holiday falls on Saturday; Thursday and Friday will be paid holidays.
2. If the day before the holiday falls on Saturday and the holiday on Sunday; Friday and Monday will be paid holidays.

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

3. If the day before the holiday falls on Sunday; Monday and Tuesday will be paid holidays.

Exceptions: Independence Day, and Memorial Day

1. If the holiday falls on a Saturday; Friday will be the paid holiday.
2. If the holiday falls on a Sunday; Monday will be the holiday.

Section C Travel Reimbursement

Classified employees who are required to travel during the regular school day will be compensated at the IRS minimum rate per mile in effect at the time of travel up to a maximum of \$400.00 per school year. A log of mileage must be maintained. Bills must be submitted by January 1 and July 1 of each year for reimbursement.

Section D Severance Pay

Classified personnel of the Washington Local School District will receive severance pay upon leaving the Washington Local School District based on the following considerations:

1. ♦ 25% of accumulated sick leave (up to the first 120 days)
TIMES
♦ 10% for each year in the Washington Local School District (cannot exceed 100%)
TIMES
♦ The daily rate of pay.
2. In order to qualify for any severance pay benefit, the employee must have been employed by the Washington Local Board of Education a minimum of five (5) years and have accumulated at least sixty (60) days sick leave.
3. The date from which sick leave may be accumulated for severance pay purposes will be based on the opinion of the Attorney General of the State of Ohio.
4. The rate paid will be the per diem of the employee's basic contract in effect at the time of severance.
5. Supplemental contracts (field trips, overtime, etc.) are not included in the calculation of severance pay.
6. Severance pay will not be granted to employees who have been terminated from employment with Washington Local School District for reasons of unsatisfactory work performance. Severance pay will not be granted if an employee elects to take retirement pay.
7. A classified employee may qualify for severance pay only once in a lifetime.
8. Payment of severance pay will be made to the employee in one lump sum after he/she has officially resigned from Washington Local Schools.

Section E Retirement Pay

Classified personnel of the Washington Local School District will receive retirement pay upon retirement from the Washington Local School District based on the following considerations:

1. ♦ Fifty percent (50%) of all accumulated sick leave days through the maximum accumulation pursuant to ARTICLE 9 Section A Sick Leave
TIMES
♦ Ten percent (10%) for each year in the Washington Local School District (cannot exceed one hundred percent [100%])
TIMES
♦ The daily rate of pay

If an employee meeting all other requirements for payment of retirement pay under this section uses no sick leave during the twelve (12) month period before retirement, then the percent of days in the first sentence above shall be sixty percent (60%).

2. In order to qualify for any retirement pay benefit, the employee must have been employed by the Washington Local Board of Education a minimum of five (5) years.
3. The date from which sick leave may be accumulated for retirement pay purposes will be based on the opinion of the Attorney General of the State of Ohio.
4. The rate of pay will be the per diem rate of the employee's basic contract in effect at the time of the retirement.
5. Payment of retirement pay will be made to the employee in one lump sum after he/she has submitted proof of retirement from the retirement system.
6. Retirement is defined as when an employee leaves the Washington Local School District and is immediately eligible for monthly retirement income for life from the School Employees Retirement System of Ohio based on contributions to the retirement system by the employee and the Board of Education.
7. After submission of proof from the retirement system, the Board of Education will sponsor and implement a Section 403(b) Plan which will allow retiring members in the "Covered Group" to tax shelter their retirement pay that exceeds \$1,000. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.

Section F Retirement or Severance Pay upon Death During Employment

In the event of the death of an employee of the Washington Local School District who has otherwise qualified for the receipt of retirement or severance pay pursuant to any agreement of the Board of Education of the Washington Local School District, said payment shall be made to the designated beneficiary/beneficiaries. The designation shall be made in writing by the employee using Form RS-100, and forwarded to the director of human resources for placement in the employee's Employment Record File. In the absence of such designation, payment shall be

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

made to the surviving spouse if any, or in the absence of a surviving spouse, to the deceased employee's estate.

Section G SERS Pick Up

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as picked up by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board, or the picked up contributions or of the SERS retirement plan, this "pick up" provision shall be null and void.

Section H Longevity

The Board recognizes that employee loyalty and length of continuous service are imperative to maintain a quality school system. Classified employees will be recognized for continuous years of service completed with Washington Local Schools regardless of the service within the employee's particular job classification (e.g. employee will be paid on the basis of the step the employee falls under on the regular schedule plus fifteen (15) cents per hour for each longevity step qualified.

**Longevity steps
2013 - 2015**

Years of Service	Step	2013/2014 Per Hour	2014/2015 Per Hour
10	L1	\$.50	\$.50
12	L2	\$.65	\$.65
15	L3	\$.80	\$.80
18	L4	\$.95	\$.95
20	L5	\$1.10	\$1.10
24	L6	\$1.25	\$1.25
28	L7	\$1.40	\$1.40

ARTICLE 15 - Insurance

Section A Health Care Insurance

The Board of Education will provide a comprehensive hospitalization and physician group plan substantially similar to that presented as part of this contract, for those employees who work full time and are employed for the school year. Both single and family coverage will be provided. Choice of carrier will be at the discretion of the Board. New employees shall not be given the opportunity to choose the Flex health care option.

Employees opting for other health coverage at date of hire are able to enroll in the Washington Local School District program at a later date. Open enrollment for eligible employees without evidence of insurability will be August 15 - September 15 with coverage effective October 1. Continuous enrollment for eligible employees with evidence of insurability will be the first of the next month after approval of medical survey by carrier.

A working spouse who is eligible for a health care plan through another employer **and pays 50% or less of the monthly premium**, must take at least single coverage through that employer to be eligible for coverage through Washington Local Schools. If a spouse must enroll or re-enroll in their company's plan, this must be done at the first available window period.

If both spouses are employed by the district and both waive insurance coverage, only one of them is entitled to the waiver payment.

In the event of a change in the need for coverage due to a major life event causing a cessation of the employee's alternate source of coverage during the waiver year (e.g. death of spouse, divorce, dissolution, spouse loss of job), the employee may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided she/he has filed the proper application with the Office of the Treasurer. Such re-entry into the insurance program will preclude the bargaining unit member from receiving the health care insurance waiver payment in lieu of coverage as indicated during the waiver year. Waiver payment shall be made to such persons on a pro rata basis.

The Board of Education will provide and partially pay on the premium for the cost of the HMO Health Care and other insurance as indicated:

Employees shall pay on a monthly basis for the cost of health care and prescription premiums as follows.

Monthly premiums for employees shall be calculated as follows:

Employees working at least ten (10) hours but less than twenty (20)
Shall pay seventy-five per cent (75%) of the premium

Employees working at least twenty (20) hours but less than thirty (30)
Shall pay fifty per cent (50%) of the premium

Employees working at least thirty (30) hours but less than thirty-five (35)
Shall pay twenty-five per cent (25%) of the premium

*Master Agreement Between Washington Local Board of Education and OAPSE Local #279
July 1, 2013 – June 30, 2015*

Employees working at least thirty-five (35) hours or more shall pay:

Family \$60.00; Single \$25.00 effective July 1, 2013

In lieu of insurance coverage, bargaining-unit members may elect to receive \$1,368.00 payment pursuant to provisions of Section 125 Employee Benefit Plan.

Bargaining-unit members who are eligible for family coverage, and who select single coverage, will receive \$960.00 for medical and \$348.00 for prescription.

Health Care Premium Savings Payment

- If there is a one-year rate in 2013-2014 and that rate is less than a 10% increase, the full difference will be paid to OAPSE members.
- If there is a two-year rate for 2013-2015 and that combined rate is less than 17.5%, half of the difference will be paid to OAPSE members.
- If there is a three-year rate for 2013-2016 and that combined rate is less than 25%, half of the difference will be paid to OAPSE members.

Section B Dental Insurance

Dental Insurance coverage shall be provided. The Board shall have and retain the right to select and change carrier.

Section C Vision Insurance

Vision Insurance coverage shall be provided. The Board shall have and retain the right to select and change carrier.

Section D Prescription Drug Insurance

A prescription drug insurance plan shall be provided as follows.

1. The Board shall retain the right to select and change carrier.

In lieu of this insurance coverage, bargaining-unit members may elect to receive a \$636.00 payment.

Section E Life Insurance

The Board of Education will provide a \$50,000 life insurance policy for employees covered by this contract who work at least a seven (7) hour day and are employed for the school year.

The Board of Education will provide a \$25,000 life insurance policy for each employee who is granted a second one-year contract or a continuing contract and is not covered by the above.

The Board of Education will continue to provide the employee's life insurance benefit under this contract if an employee becomes totally disabled. The employee's written notification of disability has to be received within twelve months from date of occurrence. The employee is responsible for obtaining initial and continuing proof of disability. Applications are on file in the treasurer's office.

Section F COBRA - Continuation of Insurance

1. COBRA

Pursuant to 4117.10(A), it is hereby provided that Title XXII of the Public Health Service Act, 41 U.S.C. §201, et seq., shall specify the Board's obligation to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act.

2. Continuation of Insurance

Additionally, for continuation purposes, the Board shall carry employees on its payroll records, as it pertains to insurance other than group health care benefits covered by the Public Health Service Act, for eighteen (18) months. Other insurance shall include dental, prescription drug, and vision.

Section G Workers' Compensation Claim

1. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course, or arising out of, their employment.
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor, or other designated representative and an application shall be filed with the Bureau of Workers' Compensation. The employee may take sick leave in lieu of workers' compensation. However, employees must notify payroll and their immediate supervisors if they wish to use sick leave or if they are applying for workers' compensation benefits.
3. If the basis for an approved leave is an allowed Workers' Compensation claim for which the board was the employer, the board will continue health and life insurance coverages and premium payments in accordance with the terms of Article 15 (Insurance) of this agreement during the period of such absence provided 1) such period shall not exceed 24 months, and 2) the employee does not take disability benefits under Chapter 3309 of the Ohio Revised Code.

Use of vacation days for employees who have exhausted sick leave will not jeopardize the right to purchase back sick leave days.

Section H 125 Plan

Board agrees to shelter premiums paid toward Flex Health-Care plans.

Per legal requirements for implementation of 125 plans, and subject to minimum and maximum contributions and the employment of a 125 plan administrator, Board agrees to shelter designated dollars per employee request for child care, elder care, and medical expenses.

ARTICLE 16 - Salary Schedules

Employees moving to a higher combined salary schedule will not be reduced in hourly rate of pay. If there is no identical rate, employees will be placed in next higher pay rate. Placement in the salary schedule will be made prior to the **annual** salary adjustment.

2013-14: 3% increase on base and 3% on field trip hourly pay

2014-15: 0% increase on the base in year two and \$250 stipend payable between July 1, 2014 and July 31, 2014 to currently contracted employees.

**Secretary – Directors of Curriculum, Student Services,
Computer Services, E.M.I.S.**

Schedule A

EXP. STEP	2013/2014	2014/2015
0	20.00	20.00
1	20.47	20.47
2	20.93	20.93
3	21.38	21.38
4	21.83	21.83
5	22.30	22.30
6	22.76	22.76
7	23.22	23.22
8	23.66	23.66
9	24.12	24.12
10	24.58	24.58
11	25.03	25.03

Secretary – Administrative/Treasurer’s Office

Schedule B

EXP. STEP	2013/2014	2014/2015
0	19.66	19.66
1	20.00	20.00
2	20.35	20.35
3	20.67	20.67
4	21.00	21.00
5	21.34	21.34
6	21.67	21.67
7	22.00	22.00
8	22.31	22.31
9	22.63	22.63
10	22.96	22.96
11	23.29	23.29

Secretary - 12 Month and 200 Work Days

Schedule C

EXP. STEP	2013/2014	2014/2015
0	19.19	19.19
1	19.53	19.53
2	19.86	19.86
3	20.18	20.18
4	20.52	20.52
5	20.85	20.85
6	21.18	21.18
7	21.49	21.49
8	21.82	21.82
9	22.16	22.16
10	22.47	22.47
11	22.81	22.81

Custodian, Pony Express, Preventive Bus Maintenance

Schedule D

EXP. STEP	2013/2014	2014/2015
0	17.25	17.25
1	17.52	17.52
2	17.79	17.79
3	18.07	18.07
4	18.34	18.34
5	18.60	18.60
6	18.89	18.89
7	19.14	19.14
8	19.43	19.43

Low Pressure Fireman/Head Custodian

Schedule E

EXP. STEP	2013/2014	2014/2015
0	19.83	19.83
1	20.17	20.17
2	20.53	20.53
3	20.88	20.88
4	21.25	21.25
5	21.59	21.59
6	21.95	21.95

Low Pressure Fireman/Head Custodian – Whitmer-CTC

Schedule F

EXP. STEP	2013/2014	2014/2015
0	20.38	20.38
1	20.79	20.79
2	21.19	21.19
3	21.58	21.58
4	22.00	22.00
5	22.39	22.39
6	22.74	22.74

**High Pressure Fireman (Power Plant), Maintenance, Stadium,
Bus Mechanics, Electricians, Carpenter, and Refrigeration**

Schedule G

EXP. STEP	2013/2014	2014/2015
0	19.86	19.86
1	20.32	20.32
2	20.75	20.75
3	21.19	21.19
4	21.65	21.65
5	22.07	22.07
6	22.51	22.51
7	22.95	22.95

1. Bus mechanics with a minimum of two ASE certifications shall receive a stipend of \$150 per year. Payment will be made on the first payday in July.

**Storekeeper, Food Warehouse
Warehouse/Stadium Split, Print Service Manager**

Schedule H

EXP. STEP	2013/2014	2014/2015
0	18.21	18.21
1	18.47	18.47
2	18.75	18.75
3	19.01	19.01
4	19.31	19.31
5	19.56	19.56
6	19.84	19.84

Graphics Specialist, Printer

Schedule I

EXP. STEP	2013/2014	2014/2015
0	16.00	16.00
1	16.36	16.36
2	16.73	16.73
3	17.10	17.10
4	17.48	17.48
5	17.85	17.85
6	18.22	18.22
7	18.59	18.59
8	18.97	18.97

1. Work year for graphics specialist is teacher's calendar plus 15 days
2. Work year for printer is twelve months

Library/Media Clerks, Classroom Aides

Schedule J

EXP. STEP	2013/2014	2014/2015
0	14.15	14.15
1	14.38	14.38
2	14.65	14.65
3	14.92	14.92
4	15.16	15.16
5	15.43	15.43
6	15.67	15.67
7	15.94	15.94
8	16.20	16.20
9	16.46	16.46
10	16.71	16.71

1. Classroom aides will work teachers' calendar less parent teacher conference days, either eight (8), seven (7), or four (4) hours per day.
 - a. Any eight (8) hour aide hired prior to July 1, 2004, shall have one of the following three options:
 - i. Remain eight (8) hour classroom aide through June 30, 2015.
 - ii. Select a \$5,000 one-time stipend to reduce to seven hours beginning in August 2013 (pro-rated if contract year not completed). Payment will be made in two installments: \$2,500 by December 31, 2013 and \$2,500 by June 30, 2014.
 - iii. Remain eight (8) hours during 2013-2014 and select a \$1,000 one-time stipend for the 2014-2015 school year if they did not take item ii. above and reduce to seven hours beginning in August 2014 (prorated if contract year not completed). Payment will be made in two installments: \$500 by December 31, 2014 and \$500 by June 30, 2015.
 - b. Any classroom aide hired prior to July 1, 2004 who is eight (8) hours as of July 1, 2013 shall be grandfathered seven (7) hours per day upon conclusion of the 2013-2015 contract. A list of impacted members shall be maintained by administration and OAPSE and shall be updated on a regular basis.
2. Library/Media Clerks work teachers' calendar, eight (8) hours per day.
 - Secondary Library/Media Center Clerk will work teacher calendar, eight (8) hour day.
 - Library/media clerks assigned to more than one building will have four (4) extended days. Two (2) days prior to the start of teacher calendar and two (2) days after the end of the teacher calendar.
3. Full time study hall/hall monitor aides work students' calendar seven (7) hour day.

Safety Aides and Bus Monitors

Schedule K

EXP. STEP	2013/2014	2014/2015
0	14.55	14.55
1	14.79	14.79
2	15.02	15.02
3	15.25	15.25
4	15.52	15.52
5	15.77	15.77
6	16.04	16.04

1. Work year is students' calendar less conference days
2. Hours to be determined by the office of human resources - minimum two (2) hours for Safety Aides and a Minimum four (4) hours for Bus Monitors per day.
3. Campus traffic security will work teacher calendar days

Bus Drivers/Trainers

Schedule L

EXP. STEP	2013/2014	2014/2015
0	16.67	16.67
1	17.21	17.21
2	17.74	17.74
3	18.27	18.27
4	18.82	18.82
5	19.38	19.38
6	19.93	19.93
7	20.44	20.44

1. Bus drivers work students' calendar year with adjustments for serving schools other than WLS, less conference days, and teacher work days.

Nutrition Service Manager – Whitmer

Schedule M

EXP. STEP	2013/2014	2014/2015
0	16.51	16.51
1	16.78	16.78
2	17.05	17.05
3	17.35	17.35
4	17.64	17.64
5	17.91	17.91
6	18.19	18.19
7	18.50	18.50

1. Work year is teachers' calendar plus ONE (1) day, eight (8) hour day

Nutrition Service Manager

Schedule N

EXP. STEP	2013/2014	2014/2015
0	14.65	14.65
1	14.84	14.84
2	15.08	15.08
3	15.26	15.26
4	15.50	15.50
5	15.70	15.70
6	15.93	15.93
7	16.12	16.12

1. Work year is teachers' calendar, eight (8) hour day

Nutrition Service Worker

Schedule O

EXP. STEP	2013/2014	2014/2015
0	12.89	12.89
1	13.06	13.06
2	13.31	13.31
3	13.48	13.48
4	13.73	13.73
5	13.91	13.91
6	14.16	14.16
7	14.34	14.34

1. Work year is students' calendar plus first and last teacher work day less conference days and other teacher work days.
2. Two to six hours per day as determined by the need in the building. The Nutrition Service Supervisor and/or Nutrition Service Manager will make the assignment of hours and jobs as deemed necessary and according to classification
3. Refer to ARTICLE 13, Section C regarding two-hour work day

Computer Media Clerk, Computer Technician, Computer Network Technician

Schedule P – With two-year degree in computer technology or related area.

EXP. STEP	2013/2014	2014/2015
0	20.00	20.00
1	20.47	20.47
2	20.93	20.93
3	21.38	21.38
4	21.83	21.83
5	22.30	22.30
6	22.76	22.76
7	23.22	23.22
8	23.66	23.66
9	24.12	24.12
10	24.58	24.58
11	25.03	25.03

1. Full-time Computer/Media Clerk works teachers' calendar plus 15 days, eight (8) hour day.
2. Computer Technicians will work twelve (12) month contract eight (8) hours per day.
3. Computer network technicians will work twelve (12) month contract, eight (8) hours per day.
4. Employees on this salary schedule **who obtain additional technology certifications identified by the director of technology**, shall receive a stipend of \$500.00 per year.

**Computer Media Clerk, Computer Technician, Computer
Network Technician**

Schedule Q

EXP. STEP	2013/2014	2014/2015
0	19.19	19.19
1	19.53	19.53
2	19.86	19.86
3	20.18	20.18
4	20.52	20.52
5	20.85	20.85
6	21.18	21.18
7	21.49	21.49
8	21.82	21.82
9	22.16	22.16
10	22.47	22.47
11	22.81	22.81

1. Full-time Computer/Media Clerk works teachers' calendar plus 15 days, eight (8) hour day.
2. Computer Technicians will work twelve (12) month contract eight (8) hours per day.
3. Computer network technicians will work twelve (12) month contract, eight (8) hours per day.
4. Employees on this salary schedule who obtain additional technology certifications identified by the director of technology, shall receive a stipend of \$500.00 per year.

APPENDIX A – Retirement Incentive

RETIREMENT INCENTIVE 2007/2009

A retirement incentive will be offered to classified employees who retire between June 30, 2007, and July 1, 2009.

Employees eligible for this incentive must:

- a. Be immediately eligible for monthly retirement income for life from the School Employees Retirement System of Ohio; and
- b. Have a minimum of five [5] years full time work experience with the
- c. Washington Local Board of Education; and
- d. Sign an agreement and election to retire on the form provided by the Board no later than sixty (60) days prior to their effective retirement date.

Ten percent incentive: Once the above criteria have been fulfilled the eligible retiring employee will receive an incentive payment of ten percent [10%] of his/her current year salary, including longevity [excluding overtime].

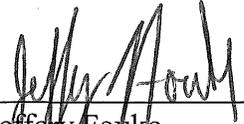
SIGNATURE PAGE

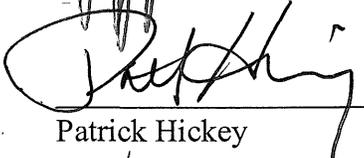
REPRESENTING:

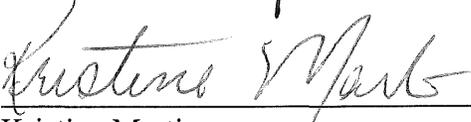
THE WASHINGTON LOCAL
BOARD OF EDUCATION


Nancy Brenton

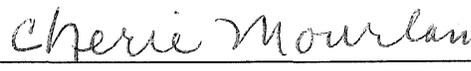

David Bringman

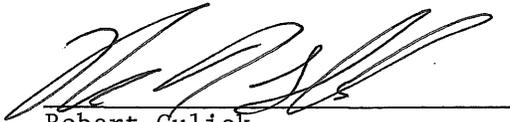

Jeffrey Fouke


Patrick Hickey


Kristine Martin

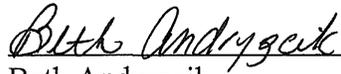

Jay Merritt


Cherie Mourlam

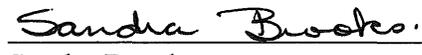

Robert Gulick

REPRESENTING:

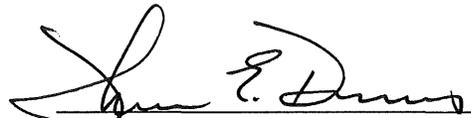
OAPSE/AFSCME
LOCAL 4/AFL-CIO
AND ITS LOCAL #279


Beth Andryczik

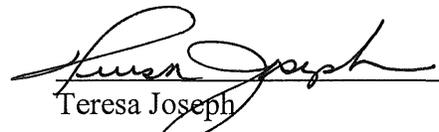

Deaner Baer


Sandra Brooks


Dennis DeGolier


Theresa Doremus


Karen Gilliam


Teresa Joseph


Rachel Morrow


Cindy Perry

1

125 Plan59

A

Absences18
ADA-Reasonable Accommodation21
Adoption22
Assault Leave25
Association7

B

Bargaining Unit Work36
Bidding10
Bidding - On Leave of Absence19
Boiler Operation License19
Bus Driver Trainers46
Bus Drivers/Trainers66
Bus Mechanics63
Bus Monitors48, 66

C

Carpenter63
Central Office Personnel19
Children of Employees37
Classroom Aides50, 65
COBRA59
Communications6
Computer Media Clerk68, 69
Computer Network Technician68, 69
Computer Technician68, 69
Computer Technicians50
Correction of Errors30
Custodian62

D

Delegate Leave25
Dental Insurance58
Direct Deposit30
Disciplinary Action35
Document1
Driver's Work Day46
Dues Deduction29

E

Electricians63
Employment Record File17
Enrollment of Children of Employees37
Evaluation16
Extended Family36

F

Field trip pay45
Field Trips44
Food Warehouse63
Fringe Benefits51
Funeral Leave26

G

General Provisions34
Graphics Specialist64
Grievance Procedure4

H

Health Care Insurance57
High Pressure Fireman (Power Plant)63
Holidays53

I

Immediate Family36
Insurance57

J

Job Descriptions18
Jury Duty32

L

Leave of Absence22
Leaves of Absence24
Library/Media Clerks50, 65
Life Insurance58
Longevity56
Low Pressure Fireman/Head Custodian62
Low Pressure Fireman/Head Custodian – Whitmer-CTC ..62
Lunch Period34

M

Maintenance63
Maternity22
Military Leave25

N

Negotiating Procedures3
New Employee List17
Nutrition Service48
Nutrition Service Manager67
Nutrition Service Manager – Whitmer67
Nutrition Service Worker68

O

Open House32
 Orientation and In-Service Programs.....32
 Overtime.....28

P

Paid Holidays.....53
 Paternity22
 Pay Procedures27
 Payroll Deductions29
 Personal Leave27
 Personnel Provisions.....8
 Physical Examinations.....19
 Playground.....33
 Policies.....19
 Pony Express.....62
 Posting of Vacancies8
 Prescription Drug Insurance.....58
 Preventive Bus Maintenance62
 Print Service Manager.....63
 Print Shop51
 Printer64

R

Reduction/Restoration15
 Refrigeration.....63
 Rest Periods33
 Retirement Incentive70
 Retirement Pay55
 Route Bidding.....42

S

Safety Aides50, 66
 Salary Schedules60
 Salary Step Advancement27
 Schedule A60
 Schedule B61
 Schedule C.....61
 Schedule D62
 Schedule E.....62
 Schedule F.....62
 Schedule G63
 Schedule H63
 Schedule I.....64
 Schedule J65
 Schedule K.....66
 Schedule L.....66
 Schedule M67

Schedule N..... 67
 Schedule O 68
 Schedule P 68
 Schedule Q 69
 School Closing 31
 School Delays 31
 School Plant Operation..... 37
 Secretaries..... 51
 Secretary - 12 Month and 200 Work Days..... 61
 Secretary – Administrative/Treasurer’s Office 61
 Secretary – Directors of Curriculum, Student Services,
 Computer Services, E.M.I.S. 60
 Seniority 9
 Seniority Definitions 8
 SERS Pick Up 56
 Severance Pay 54, 55
 Sick Leave 22
 SIGNATURE PAGE 71
 Stadium 63
 Storekeeper..... 63
 Strike 36
 Student Hearings 32
 Summer Emergency Work Schedule 33
 Summer Employment..... 19, 21
 Summer Hours..... 33

T

Tenure - Continuing Contract 20
 Transfer 11, 14
 Transportation..... 41
 Travel Reimbursement 54
 Two Position Employees 20

U

Union Security Fair Share 1

V

Vacancies..... 43
 Vacations..... 51
 Vision Insurance 58
 Voluntary Bid..... 13

W

Warehouse/Stadium Split 63
 Work Experience 19
 Worker's Compensation..... 59
 Working Conditions..... 31
 Workshops and Conferences..... 36