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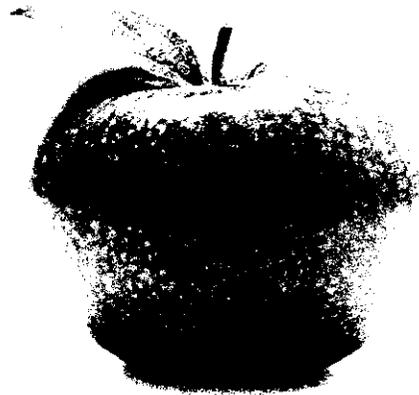
ANTHONY WAYNE LOCAL SCHOOLS

An Agreement Between

Anthony Wayne Board of Education

and

Ohio Association of Public School Employees - Local #538



MASTER CONTRACT

JULY 1, 2013 - JUNE 30, 2015

63

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ARTICLE 1

CLASSIFIED NEGOTIATION PROCEDURE

Section 1.1

The Anthony Wayne Board of Education recognizes the Ohio Association of Public School Employees OAPSE/AFSCME LOCAL 4/AFL-CIO and its Local #538 (hereinafter referred to as the "Union") as the sole and exclusive bargaining agent for classified employees with the exclusion of the following: All employees of the Superintendent's department, all employees of the Treasurer's department, all employees engaged in confidential financial duties including teaching and classified employees, all employees whose primary duties are supervisory in nature, all employees who work at the Board office and substitutes. Supervisors are defined as those employees who have the right to hire, fire, discipline, discharge or recommend such actions.

All negotiations will be conducted through the office of the local Superintendent or his designee. The local Superintendent or his designee will work directly with the Union Local #538 Negotiating Committee in the establishment of any meeting with the Board of Education.

The matters of joint concern to the Classified Personnel of the Anthony Wayne School District and the Anthony Wayne Board of Education which are subject to negotiations shall include, but shall not be limited to:

- a. Salary and fringe benefits
- b. Working conditions
- c. Other problems upon which there is mutual agreement

Classified personnel have the right to join or not to join any local or state organization. Membership in any organization shall not be required as a condition for employment.

A. Meetings:

Meetings between the Union Local #538 Negotiating Committee or its designee and the local Superintendent or his/her designee will be scheduled for a mutually satisfactory time (within 15 days after date of the request for a meeting, unless a mutually satisfactory later date is agreed upon.) The subject matter to be considered will be specified in writing. Request for bargaining to commence shall be made no later than ninety (90) and no earlier than one hundred twenty (120) calendar days prior to contract expiration. Such notice shall be in writing and directed to the Superintendent if from the Union and to the President of the Union if from the district.

- B. All proposals will be exchanged at the first meeting. No additional proposals may be submitted by either party after the meeting at which that party's initial proposals were presented unless it is mutually agreed to do so.

- C. During negotiations, relevant data and supporting information concerning proposals and counter proposals will be presented, if requested, by either party. Access to available information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.
- D. Consultants may be used if deemed advisable by either party. During the period of consideration, interim report of progress may be made to the Classified Personnel of the Ohio Association of Public School Employees Negotiating Committee or its designee and to the Board of Education by the local Superintendent or his designee.
- E. While discussions are in process, any release prepared for news media must be approved by both parties. When the two parties reach a consensus, and following the approval of the Ohio Association of Public School Employees Local No. 538, a report will be prepared and presented to the Board of Education by the local Superintendent or his designee.
- F. If the Board of Education accepts the recommendations of the report; the recommendations will become effective on the dates agreed to during negotiations.
- G. The bargaining teams shall have the authority to indicate tentative agreement pending final approval of the Board and Union. When tentative agreement has been reached on a proposal, each party shall initial the proposal indicating such tentative agreement.

Section 1.2 - ALTERNATIVE FORMS OF BARGAINING

The Board and the Union may agree to engage in alternative forms of bargaining by entering into a memorandum of understanding setting forth ground rules agreed upon by the parties.

Section 1.3 - RECOMMENDED ACTION

The Employer shall take action on the recommendations submitted as soon as possible following ratification by the Union. Approval shall be final and shall become part of the official minutes of the Board with implementation by all parties concerned as soon as practical. The submission to the Board shall be made at the next regularly scheduled meeting of the Board following ratification by the Union membership, but not later than thirty (30) days following ratification of this Agreement.

Section 1.4 - IMPASSE PROCEDURE

In the event an agreement is not reached by negotiations, either of the parties will have the option of declaring that an impasse exists. When an impasse occurs, the party declaring the impasse shall submit, in writing to the other party within ten (10) days, a statement of the items on which the impasse is based. The other party will submit, in writing, any additions or deletions to the list

of impasse items within ten (10) days of the date the impasse items list was first submitted. Then a federal mediator will be called in to assist in resolution of the open issues unless the parties agree to an alternate dispute resolution procedure.

ARTICLE 2

DUES CHECK-OFF

Section 2.1

The Employer agrees to deduct from or check off from the wages of employees, as defined in Section 1.1, for the payment of dues to the Union upon presentation of a written authorization individually executed by any employee not excluded in Section 1.1 above. Each year the Employer agrees to deduct \$15.00 from the second paycheck issued to employees in September and forward the total amount to the local union Treasurer or a bank of his/her designation.

Section 2.2

Monthly payroll deductions from September through June duly authorized in Section 2.1 shall be forwarded directly to the OAPSE state office.

Section 2.3

The Board agrees to continue to honor present dues deduction authorizations executed in accordance with section 2.1 and 2.6 of this Article. The Union agrees the Board shall be held harmless for any error in deductions when such deductions are made upon instructions from the Union.

Section 2.4

The Employer agrees not to honor any check-off authorization or dues deduction authorization executed by an employee, as defined above, in the bargaining unit in favor of any other labor organization or organization representing employees for the purpose of collective bargaining, providing such provision is ruled legal by the Attorney General of the State of Ohio.

Section 2.5

The Union agrees to indemnify and save the Employer harmless against any and all claims that may arise out of or by reason of action taken by the Employer in reliance upon any authorization card submitted by the Union.

Section 2.6

Dues deduction authorization shall be irrevocable for period of one (1) year, except that authorization may be revoked during a period of ten (10) days each year ending August 31st. If dues deduction is not revoked during such escape period, it shall continue for successive periods of one (1) year.

Section 2.7

Union dues amount, as certified by the State treasurer of the Union annually on September 5th, provided the Board has furnished to the state OAPSE treasurer in a timely fashion the information requested to calculate the dues and agency fee, shall be deducted in the following manner:

- A. Deductions shall be made from the second paycheck in the month and shall be made for ten months beginning in September and ending in June of each school year.
- B. No charge shall be made for the deductions.

Section 2.8 - FAIR SHARE FEE

On the effective date of this agreement or sixty (60) days following the beginning of employment, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Board. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall prescribe an internal rebate procedure, which conforms, to applicable Law including Ohio Revised Code Section 4117.09(C). In the same manner as for regular membership dues, the Union shall notify the Board of fair share fee amounts and of any changes in the fair share fee amounts; and fair share fees shall be deducted from payroll checks, except that written authorization for deduction of fair share fees is not required. Payments by employees holding religious conscientious objections will be governed by Ohio Revised Code Section 4117.09(C).

The Union agrees to defend 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 section.

Deductions made pursuant to this Section will be forwarded to the Treasurer of the State Union.

Section 2.9 - AFSCME PEOPLE

The Board agrees to deduct from the wages of any bargaining unit member who is a member of the Union a PEOPLE deduction as provided for in written authorization provided in a timely manner to the Treasurer's office during the month of October (deductions will begin in the first paycheck of November). New employees may sign up for PEOPLE by the 15th of the following month in which he/she was hired. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Treasurer and the Union. The Board agrees to remit any deductions made pursuant to this provision in a timely fashion to the State OAPSE Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

Except as herein clearly and explicitly limited by express terms of this Agreement, the rights of the Employer in all respects to manage the entire operation of all phases of the school system including, but not limited to, the right to hire, fire, promote, demote, suspend, discharge, discipline for just cause, in any other form, make and enforce rules and regulations, establish and modify working hours, plan, establish, combine or abolish jobs or operations, transfer employees, shall be the sole exclusive prerogative of the Employer. In no event, if the Employer chooses not to exercise the above functions in any given situation, such decision shall not be deemed a waiver of any such right nor shall it preclude the Employer from exercising the same in some other way.

Any and all rights, powers and authority the Employer had prior to entering into this Agreement with the Union are retained exclusively by the Employer except as expressly abridged, delegated, granted, or modified by this Agreement

ARTICLE 4

LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 4.1 - COMPENSATION, MEETINGS AND AGENDAS

The Board, and its designated representatives, and the Union, and one (1) representative from each department recognized in this Agreement, bus drivers, cooks, cafeteria aides, custodians, licensed engineers, and secretaries, (chosen by the union) shall meet to discuss matters of mutual interest other than those included in this Agreement as follows;

- A. A meeting shall be held upon written request of either party within fifteen (15) working days of receipt of the request.
- B. Along with the request for the meeting, there must be an agenda of the items to be discussed at the meeting. No items will be on the agenda for discussion unless they have been previously discussed with the supervisor or department head involved. Minutes of the meeting will be kept on a monthly basis with the Union keeping the minutes for one meeting and the Board keeping them for the next meeting. Minutes will be provided to both parties.
- C. All meetings shall be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed two (2) hours unless the parties mutually agree to extend the meeting time beyond two (2) hours.
- D. The Board will give a timely response if appropriate with respect to items on the agenda.

Section 4.2 - WORK CONDITION FORMS

The Employer will develop forms so that employees may report unsafe work conditions that may arise. Employees must report all unsafe work conditions to their immediate supervisor as soon as possible after their discovery. An employee who fails to report any unsafe working condition to his/her supervisor may be subject to disciplinary action, including suspension and/or termination. If, after reporting the unsafe condition to his/her supervisor and the situation remains unresolved after discussion with the immediate supervisor, unsafe work conditions shall be reported to the Superintendent.

Section 4.3 - SAFE WORKPLACE

The Employer agrees to provide a safe workplace. Any violations should be reported as provided for in section 4.2

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1 GRIEVANCES GENERALLY AND NO STRIKE CLAUSE:

A grievance shall mean a complaint about an alleged violation, misapplication or misinterpretation of a specific Article or Section of this Agreement.

A grievance may be filed by any employee in the bargaining unit covered by this Agreement or by the Union acting on his/her behalf. A group grievance may be filed provided it involves identical circumstances occurring simultaneously and affecting each bargaining unit member in the group.

This Grievance Procedure shall be the sole and exclusive method of resolving an alleged violation, misapplication or misinterpretation of a specific Article or Section of this Agreement.

During the term of this Agreement or any extension thereof, there will be no strike, slowdown or other curtailment of operations of the Employer by the Union and/or employees for any reason nor will there be a lockout by the Employer.

The term "days" in this procedure shall mean regularly scheduled workdays, Monday through Friday, per the calendar year for all employees and does not include weekends, holidays, and/or school year vacation days.

Time limits specified in this Article shall be a maximum unless mutually agreed to in writing.

Section 5.2 - STEP I

The employee, and if so desired by the employee, a Union representative shall take up a grievance or dispute with the supervisor involved **within five (5) working days** of the date of the occurrence or of the date the employee should first have had knowledge of the occurrence. The

supervisor and the employee and/or union representative shall make every possible effort to resolve the matter in a mutually satisfactory manner.

Section 5.3 - STEP II

In the event the grievance is not satisfactorily resolved in Step I, the employee and/or Union representative shall reduce the grievance to writing, on the agreed to form to be provided by the Employer or Local Union representative, and present it to the Supervisor involved no later than **the fifteenth (15th) working day** following the date of the occurrence or of the date the employee should first have had knowledge of the occurrence. The grievance must specify the Section(s) of the Agreement allegedly violated, the facts of the violation, and the specific remedy sought. The Supervisor involved will be required to answer the grievance in writing within fifteen (15) working days of receipt of the written grievance.

Section 5.4 - STEP III

Within **fifteen (15) working days** of receipt of the Supervisor's Step II answer, the Grievant may advance the grievance to Step III by filling out the next step on the Grievance Form. The Superintendent shall have **fifteen (15) working days** from receipt of the Grievance at Step III to give his/her written Step III answer. Prior to giving the Step III answer, the Superintendent may schedule a meeting to be attended by the Grievant, the Supervisor and the Union representatives as well as the Superintendent. The Superintendent may designate someone to act in his/her place.

Section 5.5 - STEP IV

In the event the grievance is not satisfactorily resolved at Step III and if the employee and/or union representative wishes to pursue mediation, the Union shall have **fifteen (15) working days** following receipt of the Step III disposition in which to notify the Superintendent in writing that it intends to pursue the matter to expedited mediation. The parties shall immediately request expedited mediation through FMCS.

Section 5.6 - STEP V

If the Grievant is not satisfied with the disposition of the Grievance at Step III, and the Union determines it wishes to pursue arbitration, the Union shall have **fifteen (15) working days** following receipt of the Step III disposition in which to notify the Superintendent in writing that it intends to pursue the matter to arbitration. The parties shall immediately make a joint written request to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. The request shall also specify the act or condition upon which the grievance is based, the date of the act or condition, the name and addresses of the parties, the contractual clause or clauses allegedly misinterpreted or misapplied and the remedy sought. Notification must be received by the Superintendent within the fifteen (15) day limit either through hand delivery with a written, dated receipt or by mail with return receipt requested. Selection of the Arbitrator from the panel may be by mutual agreement of the Union and the Board or by alternatively striking names from the panel. Either party shall notify the Federal Mediation and Conciliation Service in writing of the name of the Arbitrator selected. A maximum of two (2) additional panels of seven. (7) National Academy arbitrators may be

requested by either party where there is an insufficient number of acceptable arbitrators on a panel.

Section 5.7 - AUTHORITY OF THE ARBITRATOR AND COSTS OF ARBITRATION

The Arbitrator shall have the power to consider and decide only the particular grievance presented and shall be limited to finding whether or not the employer violated the agreement as alleged in the original grievance. If the Arbitrator determines the Agreement was violated, he/she may issue an appropriate award. The Arbitrator shall have no power to add to, subtract from or otherwise modify or to disregard any of the provisions of the Agreement. The Decision and Award of the Arbitrator shall be in writing and shall set forth the issue or issues to be decided, the findings of fact and the conclusions of law. The Arbitrator shall render his/her Decision and Award **within thirty (30) days** after the submission of Briefs or the end of the hearing, whichever is later. The Decision and Award of the Arbitrator shall be final and binding upon the Employer, the Union and all affected employees. Nothing herein shall be in derogation of the rights of the employer under Section 4117.08(C) of the Ohio Revised Code.

The fee and expense of the arbitrator and all costs associated with the use of a court reporter if required shall be borne by the losing party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring the expense.

Section 5.8 - WAIVER OF REPRESENTATION AND TIME LIMITS

A Grievant may waive, in writing, his/her right to the presence of a Union representative at Steps I, II, or III of the Grievance Procedure where he/she is entitled to such representation. A grievance not timely filed at Step I, or not timely advanced at Steps II through IV, shall be considered untimely and will not be further processed. The failure of the Board to timely answer a grievance at any Step shall automatically advance the grievance to the next step through Step III.

Section 5.9 - RELEASE TIME FOR UNION PRESIDENT

If the Superintendent or the Superintendent's designee schedules a meeting at Step III of the Grievance Procedure or a disciplinary hearing during the normal working hours of the Union President, he/she will not be docked for work time lost during normal working hours.

ARTICLE 6

SENIORITY

Section 6.1 - SENIORITY FROM LAST HIRE DATE

Seniority shall be defined as the length of continuous service with the Employer measured from the first contract issued by the Board of Education at the same time as the most recent date of hire.

Section 6.2 - CONTINUOUS SERVICE DEFINED

The term continuous service, as used in this Section, shall be construed that absence from employment for illness or accident, for up to one (1) year, summer break, approved leaves of absence, not to exceed one (1) year, vacations or layoff for lack of work or funds, for up to one (1) year, shall not cause a break in the meaning of continuous service for the purpose of computing seniority.

Section 6.3 - EMPLOYEE GROUP SENIORITY LIST

Each employee group will have a separate seniority list where seniority will be measured from the date an employee entered the employee group.

ARTICLE 7

LAYOFF AND RECALL PROCEDURE

Section 7.1 - LAYOFF PROCEDURE

In the event it becomes necessary to lay off employees because of lack of work, lack of funds, or job abolishment, employees will be laid off in inverse order of their employee group seniority. Notice of the layoff shall be given to the OAPSE President and employees to be laid off thirty (30) calendar days prior to the effective date of the layoff. An employee may bump another employee with less employee group seniority in that group provided he/she has the qualifications and willingness to perform the available work. In the event the employee is unable to bump an employee within the same employee group, the employee may bump a less senior employee in another employee group in which he/she previously held a job, provided he/she still has the qualifications, ability and willingness to perform the available work. When an employee bumps in from another employee group, bumping of a Building Secretary will require approval of the appropriate administrator.

The Board shall not implement a reduction in force under this Article during the period through June 30, 2014.

Section 7.2 - RECALL

Employees on layoff, may retain seniority for a period of 24 months from the effective date of the layoff or who have bumped into another job classification, will be recalled or returned to their respective classification within their employee groups beginning with the employee with the most group seniority.

Section 7.3 - HOME ADDRESS OF EMPLOYEE

Laid off employees are responsible for keeping the Employer currently notified of their home address and the Employer shall not be liable for failure to receive notice if a recall notice is sent to the last address registered with the Employer by the employee.

Section 7.4 – FAILURE TO REPORT ON RECALL

Seniority of the employee will terminate 24 months following the effective date of the layoff or earlier if he/she fails to report for work no later than the 8th working day following posting of the notice to return to work by ordinary U.S. mail, postage prepaid, addressed to the last mailing address provided by the employee to the employer, or no later than the third (3rd) working day following a telephone call to the employee to return to work.

ARTICLE 8

JOB POSTING AND BIDDING PROCEDURE

Section 8.1 - GENERALLY

All job vacancies that the employer determines to fill shall be posted in each building and listed on the Anthony Wayne Local Schools Web Page for a period of five (5) days. An employee who is interested in the position must give written notification to the supervisor within the posting period. The posting will contain a brief description of the job, including the rate of pay, hours of work, the approximate starting date and the job site.

When the Employer knows that a vacancy will not be filled during the next school year, a meeting will be held with the Union to discuss whether or not the job is to be bid. Any job vacancy, that the employer elects to fill, not discussed with the Union shall be posted within thirty (30) working days.

An employee on an extended leave shall be ineligible to bid if he/she is not able to start the position on the effective date.

See Section 11.2 regarding changes in hours of work.

Section 8.2 - LIMITATION ON NUMBER OF BIDS

An employee may not be a successful bidder on more than one (1) position in a six (6) month period measured from the date of transfer to the new position.

Section 8.3 - BIDDING WITHIN THE SAME EMPLOYEE GROUP

In filling a vacant position, the employer will offer the position to the most senior employee, within the same employee group as the vacancy, who has applied for the position provided the employee has been determined by the employer to be capable of successfully performing the job and possesses any required license or certification. Factors in determining an employee's qualifications shall include, but not be limited to 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, and regular attendance on the job.

For purposes of bidding, the employee groups shall be as follows:

- **Transportation Mechanic**
- **Bus Driver**
- **Maintenance Specialist**
- **Groundskeeper**
- **Custodian I and II and District Delivery**
- **Engineer**
- **Secretary I and II**
- **Cook, Food Service Worker, Head Cashier, Cashier** (unit members who are in the cashier position as of the effective May 1, 1997, will be grandfathered in at their present rate of pay and will continue to be paid on the cashier salary schedule. As unit members leave the employ of the district, the cashier position will be phased out and individuals hired to do this work will be hired as Food Service Workers).
- **Teacher Aide, Cafeteria/Playground Aide, Special Education Aide, Bus Aide and Library Aide** (unit members who are in the Library Aide Position as of the effective May 1, 1997, will be grandfathered in at their present rate of pay on the Secretary II pay scale and will continue to be paid on this schedule. As unit members leave the employ of the district, new hires into the Library Aide position will be paid on the Aide salary schedule).

The awarding of Building Secretary positions will require approval of the appropriate administrator.

Section 8.4 - BIDDING OUTSIDE THE SAME EMPLOYEE GROUP

In filling a vacant position where no qualified employee within the same employee group as the vacancy has applied for the position, the employer shall offer the job vacancy to the most system wide senior employee, who the employer determines possesses the necessary qualifications set forth in the job description to successfully perform the job. Factors in determining an employee's qualifications shall include, but not be limited to 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, and regular attendance on the job. The Employer may fill the vacancy from the outside when no employee applies or no employee has the necessary qualifications.

After following the above listed procedure, the awarding of Building Secretary position will require approval of the appropriate administrator.

Section 8.5 - PROBATIONARY PERIOD IN NEW BID POSITION

Successful bidders under Sections 7.2 and 7.3 will have a maximum of **thirty (30)** working days probationary period, except for those bidding into an engineer position who will have a maximum of **sixty (60)** working days probationary period. At any time during these probationary periods the successful bidder may disqualify himself/herself or the Employer may disqualify him/her because of failure to properly perform in the job. A bidder who self-disqualifies or is disqualified by the employer shall return to the position from which he/she bid within five (5) work days of disqualification (unless the Employer and employee, after he/she has consulted with the Union, agree to extend the time), without loss of seniority, provided that position has not been abolished. If both the Employer and the employee, after he/she has consulted with the Union, agree, all or part of the probationary period may be waived.

Successful bidders under Section 7.2 who make a lateral move by bidding into a position within the same job title will have a probationary period of **fifteen (15) working days**.

All vacancies created as the result of filling a vacant position with a current employee shall not be filled on a permanent basis until the employee selected for the vacant position has completed the probationary period.

Section 8.6 - IMPLEMENTATION OF SUCCESSFUL BID

The successful bidder shall take the new job as soon as practicable. However, the Board may temporarily transfer any employee to fill the bid job for a period not to exceed thirty (30) workdays with the exception of engineers who successfully bid into another position during the period of October through April, in which case the temporary transfer shall not exceed sixty (60) working days.

Section 8.7 - BIDDING WHILE ON BREAKS. ETC.

An employee on summer break, vacation or approved leave of absence shall receive notice of all vacancies along with his/her regular paycheck. An employee who is off work for an extended period and will not be receiving a paycheck will keep in touch with the Employer in order to learn of any vacancies.

An employee on an extended leave shall be ineligible to bid if he/she is not able to start the position on the effective date.

Section 8.8 - TRANSFERS

In the event an unsatisfactory work situation occurs due to a personality conflict or other pressures within a building or department, an employee may be transferred to another classification or building where a vacancy exists or where a voluntary transfer can be accomplished. If no transfer is possible, the Employer may consider appropriate disciplinary action. This procedure is not required to be utilized in lieu of discipline and will not be applicable while an employee is serving a probationary period either as a new employee or in a position into which the employee has bid.

This Section does not cover involuntary transfers due to lack of work, lack of funds, job abolishment or for other special reasons permitted by this Agreement other than in the Management Rights clause.

The Board of Education retains the right to transfer any employee as may be required to provide reasonable accommodation and/or satisfy any other requirement of any state or federal law.

Section 8.9 - COPIES OF AGREEMENT AND BOARD POLICIES

When the Board hires a new employee, he/she shall be given a copy of this agreement as soon as possible. Each employee will be responsible to read and comply with all Board policies applicable to his/her position. Copies of board policies are available on-line and are available for review by each OAPSE member.

ARTICLE 9

DISCIPLINARY PROCEDURE

Section 9.1 - DISCIPLINARY HEARINGS

It is understood that the Board of Education may relieve an employee from duty prior to holding a disciplinary hearing. No employee shall be disciplined without first having had a hearing with a designated representative of the board of Education, with a union representative present if the employee so requests. The employee shall be given a written statement containing the specific nature of the charges and the time and place of the hearing at least three (3) days in advance of the hearing except in emergency situations. The employee must sign the statement acknowledging receipt of the statement and date of receipt. The form used by the Board shall include a statement informing employees of their right to be represented by the Union.

RATIONAL "As agreed to by both parties, the Board has the right to send someone home and relieve them of duty with or without pay before a disciplinary hearing if the employee engages in behavior that endangers health, safety or well being of the district."

The employee and his/her representative will be given an opportunity to personally respond fully to the charges and to present any documents for consideration.

Section 9.2 - RECORD EXPUNGEMENT

An employee's disciplinary record shall be expunged two (2) years from the date of his/her last offense, contingent upon a written request from the employee. After one year of no offenses, the employee may petition the Superintendent or designee in writing for removal of the disciplinary record.

Section 9.3 - JUST CAUSE

No employee with a continuing contract will be disciplined or discharged without just cause and any such action will be subject to the grievance procedure of this Agreement.

Section 9.4 - DEROGATORY MATERIAL

Employees shall be provided with copies of any derogatory written material two (2) workdays before it is placed in the Employee's personnel file.

The Employee shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material within 10 working days.

Section 9.5 - PROGRESSIVE DISCIPLINE

Where appropriate, principles of progressive discipline will be followed. Normal progressive discipline is:

- a verbal warning,
- a written warning,
- a suspension of appropriate length,
- 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. Progressive discipline may be imposed for related or unrelated incidents by an employee.

In reviewing discipline to determine the penalty to be applied, consideration shall be given to the length of time that has elapsed since prior discipline, if any.

ARTICLE 10

NO STRIKES OR LOCKOUTS

Section 10.1

During the term of this agreement neither the Union nor any employee shall engage in any strike, sit down, sit in, work stoppage, study day, "slow down", job action or any other interference with the operation of the schools as scheduled by the Employer. Any violation of this Section shall subject the employee to demotion, suspension or termination as provided in the Ohio Revised Code.

The employer agrees there shall be no lock out during the terms of this Agreement.

ARTICLE 11

HOURS OF WORK

Section 11.1 - GENERALLY

The Employer shall set the hours of work and employees shall be notified of such hours.

Section 11.2 - CHANGE IN HOURS OF WORK

In the event the Employer finds it necessary to change the hours of work, or the starting or quitting time of any employee, the employee shall be given as much advance notice as possible for the change.

If an employee applies for an additional position, the administration will not be obligated to change the scheduled hours of work for either position. No bid will be awarded if the second position will place the employee in an overtime position.

Section 11.3 - CALL BACK PAY

When an engineer, mechanic, or maintenance person is called out to return to work by the Superintendent or his designee for an emergency, he/she shall be given a **minimum of two (2) hours work** or shall be given a **minimum of two (2) hours pay**.

Section 11.4 - BUILDING CHECK GUARANTEE

Required building checks shall be paid at a minimum of one (1) hour at the appropriate rate. Engineers will be notified in advance, by 2:00 p.m. prior to the scheduled weekend/holiday of the required building check.

Section 11.5 - ABSENT EMPLOYEE REPLACEMENT

When an employee other than a bus driver is absent and the administration determines to fill the position, the absent employee's position shall be filled in the following order:

1. qualified substitute, if available, or, if not, then
2. a building or district employee will be assigned which doesn't result in overtime;

If the position cannot be filled through option 1 or 2 and overtime will result, the position will be filled as follows on a rotational basis:
3. the employee with the greatest amount of seniority in the building where the work is to be performed, or
4. if an employee is not available under number 3, then the employee with the most seniority within the classification of the position to be filled; or

5. if the position cannot be filled under 3 and 4, then the employee with the most system- wide seniority.

Section 11.6 - PAY FOR WORK IN HIGHER CLASSIFICATION

Employees required to perform work in a higher rated classification for more than five (5) consecutive days will be paid the rate of pay for that classification for the duration of that assignment. Pay for substituting in a higher paying assignment shall not include the higher paid employee's longevity or other additional pay increments to which the absent employee might be entitled. The provisions of this Section will not apply to those employees in Custodian I and Custodian I-N classifications who are paid a premium because they possess a boiler operator's license.

Section 11.7 - SPECIAL EVENT

Special events include athletic events, auditorium performances, building use contracts and extracurricular activities. Special Event work is the performance of duties by custodians and engineers in connection with a special event. This work is normally outside the contracted workday, is not part of regularly assigned duties and may be performed during the week as well as during weekends.

The assignment of Special Event work will be assigned on a rotational basis utilizing classification seniority within the building. If no one in the building is interested, the work will be offered to the most senior person in the classification on a rotational basis.

Special event work will be posted. To be considered, the employee must timely sign the special event posting. The posting will include the name of the event, date, location, hours of work and classification of eligible employees. The work will normally be offered in four (4) hour blocks but may be longer as determined by the supervisor.

Section 11.8 - NON-ROUTINE MAINTENANCE

Non-Routine maintenance required outside the normal workday will also be assigned on a rotational basis as described above. However, when the supervisor determines that the work involves special demands requiring the assignment of a particular engineer who possesses the necessary skills, the rotation may be interrupted. Should this occur, the supervisor will make reasonable effort to equalize overtime hours by assigning other future maintenance tasks to the employee(s) skipped in rotation.

ARTICLE 12

OVERTIME

Section 12.1 - OVERTIME

Between 12:01 AM Monday to Sunday midnight is a workweek. All hours actually worked in excess of forty (40) hours in any work week or eight (8) hours in any work day (Monday through Friday excluding holidays) shall be compensated at one and one-half (1-1/2) times the regular hourly rate, provided the work is for the Board of Education. There shall be no pyramiding of overtime.

Section 12.2 - PREMIUM PAY FOR HOLIDAY AND SUNDAY WORK

All work actually performed on a holiday or Sunday shall be compensated a two times the regular hourly rate.

Section 12.3 - RATE FOR BUILDING CHECKS

- Required building checks on a Sunday or holidays shall be paid at **1-1/2 times** the regular rate during a week which includes a paid holiday and/or a non-work non-paid day.
- Payment for building checks shall be limited to **1-1/2 times** the regular hourly rate.

Section 12.4 - SUMMER EMPLOYMENT

Summer Help. All bargaining unit employees employed during the summer to perform casual labor will be paid \$9.75 per hour to be increased at the discretion of the board.

Current employees will be offered summer work positions prior to using outside individuals. Summer work positions will be posted and filled as early as possible. The posting will include specifications of the job requirements, anticipated work schedule and rate of pay. Current employees who apply for summer work will be hired when their prior work performance demonstrates an ability to adequately perform duties of the position. Employees will sign an intent form indicating their commitment to and availability for work opportunities that may arise.

Employees and other individuals employed as casual/summer employees shall not be subject to the terms of this collective bargaining agreement.

This provision shall in no way obligate the employer to compensate a non-bargaining unit member who is employed as a casual or seasonal employee at the rate received by a bargaining unit member.

ARTICLE 13

HOLIDAYS

Section 13.1 - ELIGIBILITY

All full time regular employees on the active payroll and scheduled to work shall be eligible for paid holidays after they have completed their probationary period, providing they work the last scheduled workday before and the first scheduled workday after the holiday, unless the failure to work either or both qualifying days is due to an employee's being on vacation or on sick leave (including funeral leave which is paid for under sick leave as opposed to under personal leave).

Section 13.2 - CELEBRATED DAYS

Independence Day	-	All 12 month employees
Labor Day	-	Will be paid in accordance with ORC 3319.087
Thanksgiving Day	-	All eligible employees
Day after Thanksgiving Day	-	All eligible employees
Christmas Eve Day	-	All eligible employees
Christmas Day	-	All eligible employees
New Year's Day	-	All eligible employees
President's Day	-	All eligible employees
Memorial Day	-	All eligible employees
Martin Luther King Day	-	All eligible employees

Section 13.3 - OVERTIME COMPUTATION IN HOLIDAY WEEK

All employees eligible for holiday pay will have the holiday considered as a day worked, when the holiday falls on a school day (Monday through Friday) for the purpose of computing overtime.

ARTICLE 14

PAID LUNCH PERIODS

Section 14.1

All contracted employees working six (6) or more consecutive hours daily will receive a thirty (30) minute lunch period as part of their contracted work day. All other contracted or those working by a time sheet will not receive the thirty (30) minute lunch period as a paid part of their day. All employees are on call during paid lunch periods and may not leave their assigned buildings without the approval of their immediate supervisor.

Section 14.2

Personnel will not receive free lunches.

ARTICLE 15

JOB DESCRIPTIONS

Section 15.1 - COPY TO BE FURNISHED

The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement. Whenever the duties and responsibilities specified in a job description are changed, the new job description will be promptly given to the Union and each affected employee.

Section 15.2 - NOTIFICATION OF CHANGES

Prior to any changes in any job description covered under this Agreement, OAPSE shall be notified of such changes anticipated and the effective date of such change.

ARTICLE 16

BUS DRIVERS

Section 16.1 - CONTRACTED TIME

Bus drivers will be contracted for 179 workdays, plus 8 paid holidays for a total of 187 contract days. All contracted drivers who have additional available driving time will be given preference for substitute assignments during this available time.

A bus driver's pay shall be figured on the number of hours actually driven with an additional 15 minutes paid for the morning pre-trip safety check and 15 minutes for the afternoon pre-trip safety check which includes after route cleaning. A driver may only receive compensation for a maximum of two (2) pre-trip safety checks per day for regular routes. The pre-trip safety checks shall include the cleaning of the interior of the school buses.

All full-time (AM/PM) regular routes will be a guaranteed minimum of four (4) hours. The AM segment shall be a minimum of two (2) hours which includes fifteen (15) minutes for a pre-trip safety check prior to the AM segment. The PM segment shall be a minimum of two (2) hours, which includes fifteen (15) minutes for fueling and cleaning the bus following the PM segment.

Section 16.2 - BIDDING ROUTES

1. At least five (5) days before the start of the school year on a date and time scheduled by the employer, all bus routes, as determined by the employer, shall be offered for bid to drivers on the basis of seniority. For purposes of bidding the employer shall divide bus routes into two (2) classifications:

(1) AM/PM routes; and (2). Mid-Day routes. Each route shall be posted by area and include the time that the employer has

established for that route to be completed. The posted route times shall include the paid pre-trip inspection time when appropriate.

2. Each route classification will have its own seniority rotation list with all drivers on each list.
 3. Drivers will choose, based upon seniority, the route of their choice for the upcoming school year. The selection process will begin with the am/pm/special education routes and then move to the Mid-Day routes.
 4. Drivers who are available for employment both am/pm may not split an am/pm route. However, individuals who, due to their employment, family situation, etc. are only available to drive bus in the morning or in the afternoon, but not both, may bid that portion of a route. Full routes will be bid first. Drivers who can only drive an am or pm route will bid last
 5. Seniority, for the purpose of this article, shall be based upon total continuous years in the Anthony Wayne Local School District. A Board approved leave of absence will not be considered as an interruption of service to the school district.
 6. When a route becomes vacant or changes by one half hour or more during the school year the route will be bid using the following procedure:
 - The route will be posted for five (5) working days at the Transportation Center.
 - At the end of five days, the route will be offered to the most senior qualified bidder.
 - The successful bidder will have a ten working day probationary period. At any time during this probationary period the successful bidder may disqualify himself/herself or the employer may disqualify him/her because of failure to properly perform the job. A bidder who disqualifies or is disqualified by the employer shall return to the route from which he/she bid.
 - On day 6 of the probationary period, the route left by the successful bidder will be posted. At the end of day 10 of the probationary period, the successful bidder must confirm either that he/she will continue on his/her new route or return to the old route.
- The same procedure will be followed until all vacated routes have been filled.
7. A driver shall not be required to time slip for more than 30 working days after the driver begins assignment to a route.

Section 16.3 - BUS DRIVERS SAFETY MEETINGS

- A. All safety meetings which bus drivers must attend, as determined by the employer, and which cannot be scheduled during a paid layover period or on a contracted day when students are not in session, will be paid for at the regular driver rate. There shall be at least two (2) safety meetings per school year for which bus driver attendance shall be mandatory.

The transportation director may provide additional safety meetings for available drivers for which they will be paid their regular hourly rate.

Section 16.4 - ROUTE CANCELLATION

Any route which is cancelled due to the cancellation of regularly scheduled classes will be paid for up to a maximum of the scheduled allotted time for that route.

Calamity days shall be covered under provisions of Article 20.

Section 16.5 - ABNORMAL SITUATIONS

If any abnormal situation is created by some administrative decision, the Director of Transportation will meet with the president and two representatives, selected by the bargaining unit, and reach a decision pertaining to the situation financially, if that is needed.

Section 16.6 - CONTRACTED DAYS

Drivers whose school(s) are in session will drive their contracted routes. Drivers will not take a deduct on the days one of their assigned schools is closed and will not time slip the day they drive to make up that time. If they do not drive on scheduled contract days, the driver must take a deduct.

Section 16.7 - BUS ASSIGNMENT

Buses will be assigned by the Transportation Supervisor to specific routes in accordance with the capacity, mileage, and age of the buses, so as to get the most service out of each bus. The Board of Education will attempt to provide drivers with a bus of equal or similar characteristics if the employer makes a permanent change in route assignments or bus assignment.

Section 16.8 - FIELD TRIP PAY

Pay for all Field Trips will be increased by the same cents per hour as the base rate for regular routes.

Section 16.9 - ASSIGNMENT OF FIELD TRIPS

- A. The Transportation Department will post all field trips. No trip shall be posted more than **thirty (30) school days** before the scheduled departure date.
- B. Drivers may sign up for any field trips they would like to take that do not interfere with their contracted routes.
- C. Drivers will be charged for the field trips that they receive. The field trips will accumulate through the entire school year. The field trip board will be cleared the last student day of each school year.
- D. During summer vacation when Anthony Wayne is not in session a bus driver will be required to indicate whether or not he/she will be available to take field trips. Anyone signing up to do so will be contacted according to the summer field trip board.
- E. There will be no signing up for field trips less than twenty-four (24) hours before departure time.

When a less than 24 hour field trip is received, this procedure will be followed:

- 1. Bus driver seniority list will be used.
 - 2. The dispatcher will start at the top of the seniority list and ask that driver if he/she is interested in the field trip. If that driver says "no" the dispatcher continues on down the seniority list until a driver accepts the field trip.
 - 3. For the next less than 24-hour field trip, the seniority list will start where it left off the previous time when that driver accepted the field trip.
 - 4. This less than 24-hour field trip seniority list will be for the duration of the school year (last student day).
- F. Only emergency situations apply to a driver canceling a field trip. (No less than twenty-four (24) hours in advance of departure time of field trips; death in immediate family, hospitalization, extreme emergencies, etc.)
- 1. Non-emergency - Driver canceling a field trip within twenty-four (24) hours of departure time that does not have an emergency situation will be charged for that field trip.
 - 2. The dispatcher shall refer to the field trip board to determine the next available driver.
 - 3. Rotating board on 24-hour call.

- G. If more than one driver signs up for the same field trip, the driver with the least amount of field trips charged to him/her will receive that field trip. If the amount of field trips charged to the drivers is equal, the senior driver will be awarded the field trip.
- H. Under special circumstances, (e.g. the driver's child or grandchild is actively participating in the school event to which the field trip is going) a driver may take a field trip during his/her regular route which has already been accepted by another driver. This may be done so long as appropriate arrangements have been made for a substitute and cleared with the transportation director.
- I. Last minute outgoing field trips scheduled within twenty-four (24) hours of time of departure will not be charged to the driver. Non routine trip requests received by the transportation department with twenty-four (24) hours of departure shall be assigned by the transportation director or designee to the most senior and available driver.
- J. The employer agrees to assign all field and athletic trips to travel by School Board operated school bus if the number of students assigned to travel as part of the field trip exceeds eighteen (18). This contract provision shall not apply to those trips in which the board or group sponsor elects to transport by chartered coach.
- K. Eighteen (18) or fewer students may be transported by a school van and/or private vehicle with non-bargaining unit members as drivers. Regular drivers may be used to transport the students by vans when possible for athletic and/or field trips when requested by the transportation supervisor.
- L. This contract provision shall not be used to expand school bus usage for field and/or athletic trips which have traditionally been transported by school vans and/or personal vehicles, and shall not be grievable if the supervisor doesn't use board employed drivers.
- M. On Thursday after 9:30 a.m. but before the end of the workday, trips for Friday and Saturday will be assigned. On Friday after 9:30 a.m. but prior to the end of the workday, Sunday and Monday trips will be assigned and placed in the drivers mailbox.
- N. All trip assignments will be charged to that driver on that day. Cancellation of field trips will be erased from the drivers accumulated trips. Example: Friday trips will be charged to the driver on Friday, not on Monday.

Section 16.10 - FIELD TRIP DEPARTURE AND ENDING DAY

The time when a bus driver should have a bus at the designated departure point for the field trip will be stated when the trip is assigned or as soon as possible. Paid time for the field trip will start when the driver arrives at bus compound and is ready to perform pre-trip inspection. Ending time for field trips is when driver arrives back at bus compound and all related field trip responsibilities are completed.

Section 16.11 - FIELD TRIP MINIMUM

All field trips will be paid a minimum of two (2) hours at the Field Trip rate.

Section 16.12 - BUS WASHING

Drivers washing buses will be paid the regular hourly rate for time spent washing buses.

Section 16.13 - BUS SERVICING

Normally, attempts will be made to give a driver prior notice when his/her regular bus will not be available due to servicing.

Section 16.14 - PAY FOR SUBPOENAED DRIVERS

A driver who is subpoenaed to court to testify in a work-related case will be paid for all straight time hour of work he/she lost.

Section 16.15 - LICENSE COST

- A. The employer shall pay the following fees for the bus drivers:
 - 1. Up to \$30.00 for bus driver's license for new and/or renewal.
- B. In the event an employee's CDL license is suspended or he/she fails to pass a test required by the State, said employee may be placed in a vacancy or job capacity without a reduction in force. If there is no such vacancy or opening, said employee shall be placed on unpaid leave status; without benefits up to (1) one calendar year, said salary shall be frozen. Once employee passes test he/she shall be placed back in the Transportation Department with full seniority and benefits at the rate of pay current at that time of the agreement with their place on the salary schedule.

Section 16.16 - BUS AIDE

Director of Transportation will be receptive to a written request for situations where an aide might be a needed safety assistance.

Prior to the start of each school year all aide-assisted bus routes shall be offered for bid to transportation bus aides on the basis of qualifications and seniority for purposes of bidding the employee shall divide the routes into classifications: 1. AM/PM routes and 2. Mid-day routes. Each aide assisted route shall be included on the bus bid list, posted at transportation, and must include the transportation bus aides scheduled work hours for each aide-assisted bus.

Section 16.17 - TERMINATION - POSITIVE DRUG OR ALCOHOL TEST

Anthony Wayne 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. Each bus driver who is required to be tested under this provision shall be paid his/her hourly rate for all time spent in connection with submitting to the testing.

If a bus driver tests positive for drugs or alcohol under the procedures and guidelines set forth in the district's drug and alcohol testing policy, which is required by law, the driver's employment with the district will end without the necessity of action by the Board of Education.

Each bus driver, who is required to be tested under this provision, shall be paid his or her hourly rate for all time spent.

Section 16.18 -

The Anthony Wayne Local Schools may provide buses and bus services for various community events (Whitehouse Safety City and Whitehouse Cherry Festival Emergency Transportation). Anthony Wayne bus drivers who may participate in these events/program may do so as a volunteer on behalf of the district.

ARTICLE 17

COOKS

Section 17.1

Cooks who work six (6) or more hours per day will receive a \$65.00 per year lump sum payment which will not become part of the base rate. To qualify for the payment for that year, a cook must have the certification in effect by September 10.

ARTICLE 18

CUSTODIANS

Section 18.1 - UNION MEETING ATTENDANCE

Evening custodians shall be permitted to attend OAPSE meetings held in the evening when:

- A. Prior notice of intent to attend has been provided to the immediate supervisor or Superintendent.
- B. Time taken to attend the OAPSE meeting shall be made up on the evening of such meeting.

ARTICLE 19

SECRETARIES

Section 19.1

- All building secretaries will be listed on the salary schedule as Secretary I and Secretary II.
- Each school office will be assigned one Secretary I.
- The employer will provide training, at the employer's expense, to all secretaries on the proper procedures for the administration of medication to students.
- Secretaries shall be financially compensated for all time worked that exceeds their regularly contracted work day and that has been approved by the building principal prior to the work being performed.

Section 19.2

The awarding of Building Secretary positions will require approval of the appropriate administrator.

ARTICLE 20

ABSENCE

Section 20.1

Absence from work, even when pay will be deducted, must be reported to the Superintendent or his designated representative, in advance of the time off, except in cases of emergency where it is impossible for the employee, or anyone designated by the employee, to call and get advance approval. The reporting of an absence is not to be construed as excusing the absence. Each reported absence will be judged on its own merits in determining whether or not the absence is excused.

Section 20.2 - DEDUCT

Employees shall be allowed to be absent from work without pay during their regular work hours only if the employee has received prior approval from his/her immediate supervisor and the Superintendent. Request must be made in writing, on the form provided, and must be approved 48 hours in advance of the requested absence except in emergency situations with the approval of the supervisor. Employees will not be granted days off without pay immediately preceding or immediately following any other type of leave or school holiday or vacation.

Employees who are absent without pay, with prior approval, shall have their salary reduced by the appropriate amount on the next regularly scheduled payroll date.

Employees who are absent without pay for five (5) or more days, with prior approval, under this article shall have deducted a prorated portion of their medical insurance coverage for each of the days off. This deduction will be made on the next payroll date.

Each employee who does not use a deduct day in a fiscal year will be entitled to reimbursement for unused personal leave days at the substitute rate for that person's position. This payment will be made in the last pay in July together with longevity and cook's certificate.

ARTICLE 21

CALAMITY DAYS SECTION

Section 21.1 - HOW DECLARED

Calamity days shall be declared at the discretion of the Administration.

Section 21.2 - PROCEDURE

If the calamity day is declared before the normal work day begins, engineers, bus mechanics and the maintenance specialist shall report to their buildings for assignment for a two (2) hour period for building check, firing and contact with their supervisor, if the calamity is declared after the normal workday has begun, engineers, bus mechanics and the building and grounds specialists will secure their buildings, check with the supervisors and then may return home. If an engineer, bus mechanic or building and grounds specialist is required to work beyond the two (2) hour period, they will be compensated at a rate of 1 1/2 times their normal hourly rate in addition to calamity pay.

Section 21.3 - COMPENSATION

All other personnel are excused from work, but receive a normal day's compensation up to the number of calamity days that are approved through state law per school year.

Section 21.4 - EMPLOYEES ON SICK LEAVE

An employee on sick leave (before and after) a calamity day will receive calamity day pay.

Section 21.5 - OVERTIME DURING CALAMITY DAY WEEK

All calamity days will be included as days worked for the purpose of computing overtime.

ARTICLE 22

LEAVE OF ABSENCE

Section 22.1 - EDUCATIONAL, PROFESSIONAL, ILLNESS OR DISABILITY

A regular classified employee may apply for, and the Board of Education may grant, a leave of absence for a period not to exceed two (2) years for educational or professional purposes. Upon

request, the Board shall grant a leave of absence for a period not to exceed two (2) years where illness or other disability, as certified by a physician, is the reason for the request. (ORC 3319.13)

Upon return to service, an employee shall resume the contract status, which he/she held prior to such leave. However, the employee will not be guaranteed the job assignment that he/she held at the time the leave of assignment was granted unless requested in the application for the leave of absence.

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

Section 22.2 - EXPIRATION OF LEAVE OF ABSENCE

Failure to return from a leave of absence upon its expiration will be grounds for immediate termination of seniority and employment.

Section 22.3 - OTHER EMPLOYMENT

The Board of Education will not grant a leave of absence to an employee for the purpose of taking another position, either part time or full time, during the period of the request. An employee who accepts employment outside the school system, either part time or full time, during a leave of absence may be subject to termination by the Board of Education, unless that employment does not conflict with the stated purpose of the leave of absence.

This section will not apply to outside employment held by the employee at the time that the request for a leave of absence is submitted.

Section 22.4 - WAGES AND BENEFITS

The Employer will not pay wages or fringe benefits while the employee is on an approved leave of absence.

Section 22.5 - EMPLOYEE BENEFIT PAYMENT

A regular classified employee who has been granted a leave of absence for any of the above reasons shall be permitted to make a request to the Superintendent for the employee to pay fringe benefit premiums at the group rate. Such request may be granted taking into consideration the following items:

- A. The insurance carrier permits such procedure;
- B. Employee receiving such benefits must fully reimburse the Board of Education for all amounts owed by the first day of the month in which payment is due to the carrier.

- C. All premium amounts will be determined through procedures adopted for COBRA plus a two (2) percent administrative fee will be added.

Section 22.6 - OAPSE BUSINESS LEAVES

The Board will permit three (3) elected delegates of OAPSE Local No. 538, (which shall include the president) not to exceed one (1) employee per building excluding employees of the transportation department, to have three (3) days leave to attend the OAPSE Annual Conference. The sole expense paid by the Employer will be the continuation of salary. The Union will provide four (4) weeks advanced notice regarding which employees will attend.

Section 22.7 - PROFESSIONAL SEMINARS

The Board shall pay, per Board policy, meals, mileage and lodging to employees attending approved work-related workshops.

Section 22.8 - ASSAULT LEAVES

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

Any employee who must be absent from his or her duties due to physical disability resulting from an assault while on duty or participating in school-related activities, on or off school premises, before, during, or after school hours, provided that such assault is also directly related, attributable to or rising out of the employment by this system of said employee, will be paid his or her full schedule compensation for a maximum period of thirty (30) days. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

Before assault leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent, a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio.

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

Assault leave which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by

the Board, pursuant to 3319.08 ORC, or any other leave to which the employee is entitled.

Assault leave benefits shall not be paid if Workers' Compensation benefits are paid to the employee.

ARTICLE 23

PERSONAL LEAVE POLICY

Section 23.1

All employees are entitled to three (3) days of leave each year (1 restricted - 2 unrestricted) without loss of salary.

Each employee who does not use a deduct day in a fiscal year will be entitled to reimbursement for unused personal leave days at the substitute rate for that person's position. This payment will be made in the last pay in July together with longevity and cook's certificate.

Section 23.2

Personal leave may be requested for those matters of legal or personal business requiring the staff member's presence at hours that conflict with the regular work schedule. Personal leave is not to be used for recreational, social, fraternal, or political activities, extending vacations or for activities connected with another occupation or other employment. Personal leave may not be taken the day before or the day after a holiday or vacation recognized on the school calendar or during the first five or last five days of the school year. Use of personal leave under false pretense or using personal leave for purpose not approved in this agreement may be grounds for suspension and/or termination.

Section 23.3

An employee wishing to request a day of personal leave shall notify his/her supervisor on the proper form. Notification shall be made at least three (3) days in advance except in cases of an emergency. The requested leave shall be forwarded to the office of the superintendent for approval after the supervisor has made a recommendation. If the leave is disapproved by the superintendent the employee shall be notified of the denial as soon as possible.

No more than 10% of the employees in any one classification may use personal leave on any one day, during the months of April, May, or June, when students are in session. This percentage will include any and all leaves on that day.

During the months of April, May, or June, while students, are still in school preference shall be given to employees who request personal leave for the purpose of attending a graduation exercise or program.

Section 23.4 - PERSONAL LEAVE DAY REASONS

A restricted day of personal leave may be granted for the following reasons (limited to one (1) per year):

- A. Wedding in the immediate family that falls during the school day.
- B. Court appearances, except where the employee is the defendant and adjudicated guilty.
- C. Religious holidays when absence from work is required.
- D. Graduation of the employee, spouse or child.
- E. Legal closing for real estate transaction.
- F. Auto accidents involving the employee or his/her immediate family.
- G. Emergency home repairs.
- H. Each classified employee may be granted two personal leave days per year (unrestricted days), in addition to the one restricted day per year for reasons other than those listed above. The employee must request such leave three (3) days in advance for approval by the Superintendent.

Except for emergencies, as determined by the Superintendent, no employee shall be granted any personal leave days during the first five (5) or last five (5) days of the school year.

ARTICLE 24

SICK LEAVE

Section 24.1 - HOW ACCUMULATED

Each contracted employee will accumulate a total of fifteen (15) days of sick leave per year at the rate of one and one-fourth (1 1/4) days per month of service. Such sick leave shall be accumulated in an amount not to exceed 245 days. A newly contracted staff member will be credited with his/her advancement of five (5) days of sick leave at the beginning of the school year, but these days shall be part of the fifteen (15) accumulated during the school year at the rate of one and one-fourth (1 1/4) days per month of service. Employees on sick leave shall receive their regular daily rate of pay.

Section 24.2 - USE OF SICK LEAVE

Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

Immediate family shall include any of the following persons for whom the employee has responsibility: spouse, son, daughter, legal ward, parent, parent-in-law, grandparent, grandchild, brother or sister.

In the case of a death in the employee's immediate family, an employee may use up to three (3) days of sick leave. The use of any sick leave for a death in the employee's immediate family beyond three (3) days must be requested. For this purpose, the term "immediate family" shall mean spouse, son, daughter, legal ward, parent, parent-in-law, grandparent, grandchild, brother or sister.

In the case of a death in the employee's extended family, an employee may use one (1) day of sick leave. For this purpose "extended family" shall mean individuals related to the employee but not part of the employee's immediate family (includes close personal friend).

Employees shall furnish a written-signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Revised Code. (ORC 3319.141).

Sick leave, because of pregnancy, may be used both prior to and following the birth of a child, if authorized by a medical doctor.

Section 24.3 - SICK LEAVE CREDIT FROM PRIOR EMPLOYMENT

A contracted employee entering the Anthony Wayne School district will be entitled to sick leave credit previously earned from service with other Ohio school districts, provided such credit is substantiated by written affidavit from the previous employer upon request from Anthony Wayne School District.

Section 24.4 - SICK LEAVE POOL

- The employee must have three (3) years of service in the Anthony Wayne Local School District to be eligible to use the sick leave pool.
- Use of the Sick Leave Pool is limited to catastrophic illness or injury
- The applicant must have donated to the Sick Leave Pool to participate
- The employee must exhaust all paid leaves and apply for temporary disability retirement to be eligible
- Use of the Sick Leave Pool is subject to approval by Superintendent and Union President or designees

- Each employee may only donate 2 days to the Sick Leave Pool per year
- The maximum number of days that can be carried in the pool in one year will not exceed 135 days
- The Sick Leave Pool will start only if and when a person requests to participate
- Each employee can only use the sick leave pool once

Maximum number of days to be granted one person - 40 days

ARTICLE 25

VACATIONS

Section 25.1 - VACATION LENGTH

Vacations shall be granted in the following manner:

- A. After one (1) year of service as a twelve month contracted employee, employee is entitled to two (2) weeks paid vacation.
- B. After ten (10) years of service as a twelve month contracted employee, employee is entitled to three (3) weeks paid vacation.
- C. After fifteen (15) years of service as a twelve month contracted employee, employee is entitled to four (4) weeks paid vacation.
- D. After twenty (20) years of service as a twelve month-contracted employee, employee is entitled to one (1) additional day of vacation for each additional year of service, to a maximum of five (5) weeks.

Section 25.2 - VACATION ACCUMULATION

Vacations may be accumulated up to a maximum of two (2) years. This limit shall be enforced beginning on each employees anniversary date effective January 1, 2005.

Section 25.3 - MISCELLANEOUS

Twelve (12) month contracted employees hired by the district shall be granted ten (10) days of vacation on their one-year anniversary date of employment. Beginning with the first month after their one-year anniversary date, vacation will begin to accrue and be updated on a monthly basis using the vacation rates listed below.

Current (12) month contracted employees were granted their scheduled number of days in January 2004. In March 2004, all current (12) month contracted employees were granted earned vacation days for January and February based on the vacation rates below. Beginning in April 2004, all current (12) month contracted employees vacation will accrue and be updated on a

monthly basis using the vacation rates listed below. The employees' rate will change on their anniversary date if they qualify for a new level.

10 days/12 months = 0.834 days per month
15 days/12 months = 1.250 days per month
20days/12 months = 1.667 days per month
21days/12 months = 1.750 days per month
22days/12 months = 1.834 days per month
23days/12 months = 1.917 days per month
24days/12 months = 2.000 days per month
25days/12 months = 2.084 days per month

Vacation Pay is calculated at the employee's regular rate of pay for a regular workweek at the time of vacation.

An extra day is added to the vacation whenever one of the paid holidays occurs on a scheduled workday within the vacation period.

Scheduled vacation time cannot be converted to sick day(s).

Note: Insert after page 36 of 2004 - 2007 OAPSE Local #538 Master Contract.

Section 25.4 - HOW VACATION MAY BE TAKEN

Vacation may be taken in increments of one (1) day or more at a time. (Upon 24 hours prior request and with approval of the supervisor, vacation may be taken in increments of one-half {1/2} day.) The time a vacation may be taken and the number of employees who may be off on vacation at a time will take into consideration that the operations of the Board will not be unduly disrupted nor will it create excessive substitute cost or problems in obtaining a substitute. If there is a conflict in the number of employees who can be off on vacation in a department at one time, the order in which the employees applied for vacation will determine the order of preference, beginning with the employee who applied at the earliest time.

ARTICLE 26

JURY DUTY

Section 26.1 - JURY DUTY PAY

Jury duty will be paid in accordance with the Ohio Revised Code 3313.211.

Section 26.2 - COST OF MEALS AND PARKING

Jury duty pay shall be retained by the unit member for the cost of meals and parking.

ARTICLE 27

PAY PERIODS

Section 27.1 - PAY PERIODS

Employees will be paid in twenty-six (26) installments. Pay periods will be every other Friday, except that in years in which there are fifty-three (53) Fridays, there will be a space of three (3) weeks between the last pay period in June and the first pay period in July. All new employees, hired on or after November 30th, 2008 shall receive their pay through the process of direct deposit at the bank or savings institution of the employee's choice. All current employees who have not chosen direct deposit shall be grandfathered and not required to have their paychecks directly deposited until they choose to do so.

Section 27.2 - SCHOOL CLOSING

In the event that school is canceled on a scheduled pay day, pay checks will be distributed to the employees' building on the first day school is in session following the closure.

Section 27.3 - SCHOOL NOT IN SESSION

During the school year, for pay days when school is not scheduled to be in session, pay checks will be distributed or mailed no later than the day preceding the scheduled pay day.

Section 27.4 - EARLY DISTRIBUTION

Employee's who do not elect direct deposit will only be permitted to receive their paychecks as described in Sections 27.2 and 27.3 above.

ARTICLE 28

PERMIT PAY

Section 28.1 - INCREASES

There shall be an increase in permit pay proportionate to those increases shown in the negotiated salary schedules as listed in Article 37, Support Staff Salary Schedule. Those increases are illustrated the salary schedules included within this agreement (pages 46-60).

Section 28.2 - RATES

Permit hourly rates have been established for Cooks, Custodians I, and Engineers as shown in wage rate schedule, "Permit Hourly Rate" page 60.

Permits will be issued by the Administration in accordance with procedures adopted by the Board of Education. All permits must be in writing and must be approved in advance in order to qualify for the permit hourly rate. Assignment to permit work shall be made by the appropriate

supervisor. The appropriate supervisor may assign job related work duties to the employee during the permit pay hours.

Section 28.3 - QUALIFICATIONS

The permit hourly rates will be paid only for those hours falling outside the regularly assigned hours of the employee and additionally, only if the organization requesting use of the school's facilities is not a school-related group.

Section 28.4 - WHEN PAID

Permit pay will be paid in the pay period following the pay period in which the slips are turned in at the Treasurer's Office.

ARTICLE 29

SEVERANCE PAY UPON RETIREMENT

Section 29.1 - SEVERANCE PAY

- A. The employer authorizes severance pay for all eligible employees. An eligible employee is an employee who has a minimum of ten (10) full years of service in the Anthony Wayne local school district. In addition, the employee must have either:
 - 1. Left employment with the Anthony Wayne Local School District and is eligible to collect retirement benefits from the State Teachers' Retirement System of Ohio, The Ohio Public School Employee's Retirement System, School Employee's Retirement System of Ohio; And/Or Social Security Or
 - 2. Died while in employment with the Anthony Wayne Local Schools District in which case the payment authorized herein shall be made to the employee's estate.
 - 3. Employees of the Anthony Wayne School District, upon retirement, shall be eligible for severance pay based upon accrued sick leave credited to their account at that time.
- B. The employer shall provide severance pay in accordance with the following calculation:
- C. Twenty-five percent (25%) of the first 200 days of accumulated sick leave; 33% of all sick leave days accumulated from 201 days of accumulated sick leave up to and including 245 accumulated sick leave days.
- D. If an employee has accumulated a total of 245 sick days or more, and that employee has taken fifteen (15) or fewer leave days during the best four (4) of

the last six (6) years of employment, he/she may receive severance pay for a maximum of eighty (80) days.

- E. In addition to the above severance pay, for each one-year of service in the district over twenty (20) years, a unit member will receive one additional day severance pay.
- F. No employee shall collect severance pay more than once. Receipt of severance pay under this provision shall eliminate all accumulated sick leave credit.
- G. The daily rate of pay shall be the eligible employee's per diem base rate of pay in effect at the time of retirement or death.

Section 29.2 - EVIDENCE OF RETIREMENT

Evidence of retirement shall include a letter stating intent to retire, completion of the state application for retirement benefits, and a copy of the first retirement check received.

ARTICLE 30

LONGEVITY PAY

Section 30.1 - GENERALLY

This longevity schedule shall become effective at the beginning of the school year following eligibility. The amount shall be added to the employee's base salary and paid in the last pay in July together with cook certificates.

Section 30.2 - QUALIFICATIONS AND CALCULATIONS

An employee shall be eligible after having completed ten (10) years of continuous service in the Anthony Wayne school district, according to the following schedule. Placement shall be made according to his/her current job assignment at the beginning of each contract year:

7 hours per day or more	\$350.00
3 1/2 to 6 3/4 hours per day	\$275.00
less than 3 1/2 hours per day	\$225.00

ARTICLE 31

SCHOOL CALENDAR

Section 31.1

The bargaining unit will be provided input into the proposed school calendars through the present labor/management committee. It is recognized by the bargaining unit that the Board of Education has the sole and final authority to design and adopt the school calendar.

ARTICLE 32

NEW EMPLOYEE CONTRACTS

Section 32.1

A new employee shall be hired for a probationary period pending the Superintendent's receipt and review of the results of records' check through the Ohio Bureau of Criminal Investigation. Upon review of the check, if the Superintendent, in his sole discretion, determines that the employee should be dismissed, then the employee may be terminated immediately, and will have no further rights under this contract or under any provision of R.C. Title 33 or other Ohio law. Upon review of the records check, if the Superintendent, in his sole discretion so determines then the new employee will be given a limited contract of employment of one (1) year which shall mean a minimum of 120 days worked, which shall be deemed to have commenced on the first day of work as an employee. At the end of this limited contract, an employee may be non-renewed with or without any reason. The Board can give a limited contract for employment for two (2) additional years, at the end of which the employee may be non-renewed with or without any reason. After successful completion of these two contracts, the employee will receive a continuing contract. During the term of either of these limited contracts, the employee will not be disciplined or discharged without just cause and any such disciplinary action or discharge may be subject to the grievance and arbitration procedure. Non-renewal at the end of either of these limited contracts will not be subject to the grievance and arbitration procedure.

ARTICLE 33

COMPLETE AGREEMENT

Section 33.1

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not resolved by law from the area of collective bargaining, and that each party did make certain proposals to and demands upon each other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Each party hereto agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by the within Agreement in whole or in part; and that such withdrawal is as much as a consideration for the written Agreement as in the incorporation herein of matters agreed upon. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, or with subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within their knowledge or contemplation.

ARTICLE 34

ILLEGALITY

Section 34.1

If any provision hereof is illegal or invalid or repealed by any chance in the statute laws, Federal or State, or the decision of the Supreme Court of the United States of the State of Ohio, such provision shall not invalidate this contract or any provisions hereof, but shall be considered as deleted and the remainder of the contract shall subsist and continue with the same force and effect if such provision had not been a part of this contract in the first instance. In such event, however, the parties to this Agreement will endeavor to negotiate substitute provision.

ARTICLE 35

INSURANCE

Section 35.1 - HEALTH INSURANCE

The Board shall purchase, from a carrier licensed by the state of Ohio, medical insurance and make it available to each eligible member of the bargaining unit.

The employee's share of the premium shall be deducted twice monthly (24 times per year) from the employee's pay.

The Board shall treat the portion of the premium paid by the employee as a "Section 125" deduction (Section 125 of the Internal Revenue Code).

Employees are responsible for reporting, as promptly as possible, any changes in marital status, dependents, new employment, or transfers to the Treasurer's office.

The Board and the eligible employee shall share the cost of medical insurance as indicated below.

A. FULL-TIME EMPLOYEES - 7.5 - 8 contracted hours per day

The Board and the Employee shall share the cost of family medical insurance at a ratio of Board pays **90%**; Employee pays **10%** for either Plan A or Plan B.

B. PART-TIME EMPLOYEES - 6 - 7.49 contracted hours per day

An individual enrolled and eligible for benefits under this plan must be employed **30** or more hours of work per week.

The Board and the employee shall share the cost of family and single medical insurance at a ratio of Board pays **62%**, Employee pays **38%** for either Plan A or Plan B.

C. **PART-TIME EMPLOYEES - 4.0 - 5.99 contracted hours per day**

An individual enrolled and eligible for benefits under this plan must be employed 20 or more hours of work per week.

The Board and the employee shall share the cost of family and single medical insurance at a ratio of Board pays 55% Employee pays 45% for either Plan A or Plan B.

The Board will continue until June 30, 2015 to grandfather the employees who as of July 1, 2008 are grandfathered for insurance.

Annual election period for presently employed personnel, new personnel and transfers into the group will be held from May 1 through June 1 of each year.

In the event an employee who enrolls in a health insurance plan does not earn enough in any pay period to cover the employee's share of the health insurance premium, the employee will be withdrawn from the health plan and may not enroll until the next open enrollment period. The purpose of this clause is to address the situation where an employee, due to unpaid absences, does not earn enough to cover the cost of the health insurance premium.

Section 35.2 - VISION INSURANCE

An individual enrolled and eligible for benefits under this plan must be employed 4 or more hours of work per day.

The Board and the employee shall share the cost of vision insurance at a ratio of Board pays 50%; Employee pays 50%.

Vision insurance shall be effective July 1, 2001.

Section 35.3 - DENTAL

The Employer will offer dental insurance to unit members with employees paying the full premium.

Section 35.4 - LIFE INSURANCE

The Employer will provide a \$25,000.00 term life insurance plan to all contracted classified employees at no cost to the employee.

Section 35.5 - RIGHT TO CHANGE CARRIERS

The Employer has the right to change carriers for any of the insurances, provided the coverage is comparable to or better than the coverage in effect at the time.

Section 35.6 - SERS PICK UP - UTILIZING THE SALARY REDUCTION METHOD

The Board of Education herewith agrees to pick up, at no cost to the Board, and utilizing the salary reduction method, contributions to the School Employees Retirement System paid on behalf of unit members under the following terms and conditions:

The amount to be "picked-up" of each unit member shall be 9 percent (9.00%), or the prevailing rate per the Ohio Revised Code, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal Tax only. The pick-up shall be uniformly applied to all staff.

The pick-up shall become effective within 30 days of signing the OAPSE Contract for 2000/04 and shall apply to all compensation including supplemental earnings thereafter.

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

Each staff member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" provisions. If nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

Section 35.7 - SECTION 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available so requesting that their benefits be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical and vision. This plan shall be administered by the insurance company shall provide the school district with a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

Election period for Section 125 will be the month of September.

Section 35.8 - HEALTH INSURANCE COMMITTEE

Effective with the ratification of contracts between the Board and AWEA and OAPSE, there shall be a labor-management health benefits committee. The committee will have the responsibility of reviewing all health benefits related issues including but not limited to benefits design, costs, and communications to district personnel. The committee will make recommendations to the superintendent, all school employees and school employee organizations regarding health benefits and costs. The committee will consist of certified, classified, and administrative personnel. The committee shall receive labor-management health benefits

committee training triennially by the School Employees Health Care Board ("Board"), a Board approved training organization or an organization agreed to by a majority of the committee.

ARTICLE 36

IN-SERVICE PROGRAMS

During each school year the administration may conduct up to three in-service programs, each of **two (2) hours** in length. Attendance at each program shall be voluntary. Employees shall be paid **\$16.50** and a certificate of participation for each session attended.

ARTICLE 37

TUITION WAIVER

The Anthony Wayne Local School shall permit the student enrollment of the dependent(s) of any classified staff member, regardless of the school district in which they reside, provided said students do not require services under Section 504 of the Rehabilitation Act for the IDEA, or post secondary options and have not been suspended more than five (5) days nor expelled from school within the last two (2) years. In the event a building or grade level is at capacity, non-residents of the District will not be admitted on a tuition or non-tuition basis. First priority will be given to residents in filling courses. The enrollment of such dependent(s) shall be without any tuition charge, provided the classified staff member submits written notification to the Superintendent by August 1 of the name, age and grade level of the dependent(s) to be enrolled. Assignment of student to a building and class shall be at the Superintendent's discretion. Recognition of a student admitted under this provision of the contract as a valedictorian or salutatorian shall be governed by and in accordance with Board policy.

ARTICLE 38

BCI/FBI CRIMINAL RECORDS CHECKS

During the term of this Contract (up to and including June 30, 2011) the Board shall pay the full cost of required BCI/FBI criminal records checks.

ARTICLE 39

SUMMER VOLUNTARY 4-DAY WORK WEEK GUIDELINES FOR IMPLEMENTATION

Section 39.1 - DISTRICT EXPECTATION

The Summer Voluntary 4-Day Work Week Schedule will be implemented at the request of our employees and as an initiative for District cost savings. The Summer Voluntary 4-Day Work Week Schedule shall not adversely affect the services that are provided to students, schools,

other operating units, co-workers, or the public. The quantity, quality, and timelines of employee work must be maintained.

Section 39.2 - FOUR-DAY WORK WEEK DESCRIPTION

The Anthony Wayne Local Schools voluntary 4-day work week for OAPSE, AWEA, and building-level administrative employees will be extended on a mutually agreed upon time between the superintendent and the OAPSE president. The 4-day work week will allow participating employees to complete their respective work week requirement in four work days instead of five, resulting in one additional day off work each week.

All OAPSE, AWEA, and building-level administrative staff, in departments, area offices, and school locations, are eligible to participate in the program. The voluntary nature of the program allows District staff to choose whether or not to participate. Schools that house student summer programs will continue to provide services for 5-day programs, while accommodating the 4-day schedules of employees participating in the 4-day work week. Schools that do not house summer programs for students will have the option to close on either Monday or Friday each week, provided that all employees at that school voluntarily chose to participate.

To accommodate 4 day work week schedules, the guidelines for implementation stipulate a standard work day in which hours range from 6:00 am start time and 4:00 pm end time for custodial staff and 7:00 am start time and 5:00 pm end time for office, administrative, and AWEA staff. In the setting of daily schedules, supervisors and building administrators are required to consider the service requirements of the department/area office, the best work arrangements, the impact on work effectiveness, benefit to the employee, and vacation schedules. Supervisors will determine the start and end-of-day ranges and core business hours (when all employees are present), and are required to keep accurate work-related records. Organizational needs will take precedence over flexible scheduling.

Section 39.3 - -- SCHOOLS THAT HOUSE STUDENT PROGRAMS

Schools that house programs for students either in a school sponsored or community program must remain open for the duration of the applicable program if it runs five days per week. Employees working in these locations remain eligible to work a 4-Day work week. The district administration or appropriate supervisor will develop a work schedule that staggers (Monday-Thursday, and Tuesday-Friday) employees to facilitate the 4-Day work week and provides coverage for the events.

Section 39.4 - A LOCATION CLOSING ON A NON-WORK DAY

If all the employees at a school voluntarily choose to participate in the 4-Day Work Week Schedule and they do not house students/programs for 5-day programs or activities, the school is able to close on the fifth day of the week. Out of the traditional five-day work week, the fifth day is the non-work day.

Section 39.5 - BUSINESS DAY

To accommodate 4-day work week schedules, the guidelines for implementation stipulate a standard work day in which hours range from 6:00 am start time and 4:00 pm end time for custodial staff and 7:00 am start time and 5:00 pm end time for office, administrative, and AWEA staff. In the setting of daily schedules, supervisors and building administrators are required to consider the service requirements of the department/area office, the best work arrangements, the impact on work effectiveness, benefit to the employee, and vacation schedules. Supervisors will determine the start and end-of-day ranges and core business hours (when all employees are present), and are required to keep accurate work-related records. Organizational needs will take precedence over flexible scheduling.

Section 39.6 - LUNCH PERIOD

Employees who participate in the 4-Day Work Week Schedule will be given a lunch period of 37 minutes per day at the midpoint of the day.

Section 39.7 - COMPENSATION

Employees working the 4-day Work Week Schedule earn the same rate of pay and are eligible for the same benefit program as if they were working on a traditional schedule.

Section 39.8 - OVERTIME

For employees remaining on a 5-day work week, overtime will be paid according to the negotiated agreement. For employees participating in the 4-day Work Week, overtime will only be paid for actual hours worked in excess of (40) hours in any work week or ten (10) hours in any work day. Overtime schedules are subject to pre-approval by the appropriate supervisor. All other provision regarding Article 12 Overtime will remain in effect.

Section 39.9 - VACATIONS

Vacation schedules and questions will be directed to the appropriate supervisor.

Section 39.10 - PARTIAL DAYS

Employees that work partial days during the week who participate in the 4-day Work Week will follow the format below:

- 4-hour contracts would change to 5 hours per day, and time slip any hours after the first 5 contracted hours.
- 5-hour contracts would change to 6.25 hours per day, and time slip any hours after the first 6.25 contracted hours.
- 6-hour contracts would change to 7.5 hours per day, and time slip any hours after the first 7.5 contracted hours.
- 6.5-hour contracts would change to 8.125 hours per day, and time slip after the first 8.125 contracted hours.

- 7-hour contracts would change to 8.75 hours per day, and time slip any hours after the first 8.75 contracted hours.

Section 39.11 – SICK LEAVE AND VACATION LEAVE

Sick leave and annual leave (vacation days) will be earned at the same rate as if they were working on a traditional schedule. If an employee utilizes one leave day for a 4-day work week day it will result in a 1.25 day reduction in accumulate leave. If an employee utilizes one-half leave day for a 4-day work week day it will result in a three-fourths day reduction in accumulate leave.

Section 39.12 - JULY 4TH HOLIDAY WORK WEEK

The week of 4th of July will be a normal 5-Day Work Week. July 4th is a paid holiday for OAPSE employees. Thus, OAPSE employees will start work at 6:00 am and end at 2:00 pm with 30 minutes for lunches per day. All policies that are within the master contract will apply during this week. The superintendent and the OAPSE president will mutually agree on the dates for this week.

ARTICLE 40

SUPPORT STAFF SALARY SCHEDULE

Effective 7/01/13 through 6/30/2015

Each OAPSE employee will receive payment for four days (daily rate based on their salary from the negotiated salary schedule); two days in the first pay period in October of the 2013-2014 and 2014-2015 school year and two days in the first pay period in March of the 2013-2014 and 2014-2015 school year.

Step Increase

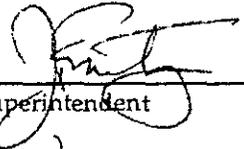
Step increase for eligible employees in both 2013-14 and 2014-15.

See following salary schedules (p. 46-60) for each job classification.

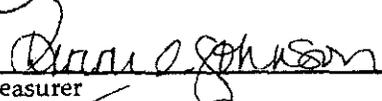
Duration of Agreement

This agreement between the Anthony Wayne Board of Education and the OAPSE Local 538 is for a period of 2 years starting July 1, 2013 through June 30, 2015.

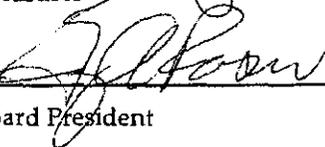
For the Board



Superintendent



Treasurer

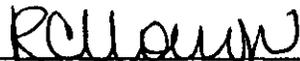


Board President

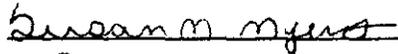
For OAPSE 528

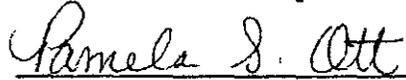


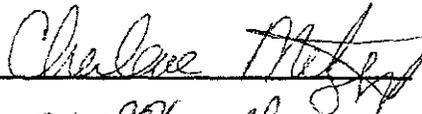
President



Rachel Morrow, OAPSE Rep.











ANTHONY WAYNE LOCAL SCHOOLS
Classified Salary Tables
Cooks

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
0	13.18	13.38	13.58	13.72	13.85	13.85	13.85
1	13.69	13.90	14.11	14.25	14.39	14.39	14.39
2	14.60	14.82	15.04	15.19	15.34	15.34	15.34
3	14.75	14.97	15.19	15.34	15.50	15.50	15.50
4	14.86	15.08	15.31	15.46	15.62	15.62	15.62
5	14.93	15.15	15.38	15.53	15.69	15.69	15.69
6	15.00	15.23	15.46	15.61	15.77	15.77	15.77
7	15.10	15.33	15.56	15.72	15.87	15.87	15.87
8	15.18	15.41	15.64	15.80	15.95	15.95	15.95
9	15.27	15.50	15.73	15.89	16.05	16.05	16.05
10	15.60	15.83	16.07	16.23	16.39	16.39	16.39
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

<p>Certification Pay for Cooks</p> <p>A. Applies to 6 plus hour cooks</p> <p>B. \$65.00 per year lump sum not part of base rate</p> <p>C. Certification need to be in effect by Sept. 10th in order to be paid for that fiscal year.</p>

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Food Service Workers**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
0	10.90	11.06	11.23	11.34	11.46	11.46	11.46
1	11.11	11.28	11.45	11.56	11.68	11.68	11.68
2	11.38	11.55	11.72	11.84	11.96	11.96	11.96
3	11.73	11.91	12.09	12.21	12.33	12.33	12.33
4	12.07	12.25	12.43	12.55	12.68	12.68	12.68
5	12.44	12.63	12.82	12.95	13.08	13.08	13.08
6	12.80	12.99	13.19	13.32	13.46	13.46	13.46
7	13.24	13.44	13.64	13.78	13.91	13.91	13.91
8	13.62	13.82	14.03	14.17	14.31	14.31	14.31
9	14.02	14.23	14.44	14.58	14.73	14.73	14.73
10	14.44	14.66	14.88	15.03	15.18	15.18	15.18
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

Classified Salary Tables
Mechanic

Years of Experience	2008/2009 Rate	2009/2010 Rate	2010/2011 Rate	2011/2012 Rate	2012/2013 Rate	2013/2014 Rate	2014/2015 Rate
0	16.65	16.90	17.00	17.17	17.34	17.34	17.34
1	16.79	17.04	17.15	17.32	17.49	17.49	17.49
2	16.93	17.18	17.30	17.47	17.65	17.65	17.65
3	17.09	17.35	17.44	17.61	17.79	17.79	17.79
4	17.23	17.49	17.76	17.94	18.12	18.12	18.12
5	17.38	17.64	17.90	18.08	18.26	18.26	18.26
6	17.52	17.78	18.05	18.23	18.41	18.41	18.41
7	17.68	17.95	18.22	18.40	18.59	18.59	18.59
8	17.82	18.09	18.36	18.54	18.73	18.73	18.73
9	17.97	18.24	18.51	18.70	18.88	18.88	18.88
10	18.19	18.46	18.74	18.93	19.12	19.12	19.12
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Head Mechanic**

Years of Experience	2008/2009 Rate	2009/2010 Rate	2010/2011 Rate	2011/2012 Rate	2012/2013 Rate	2013/2014 Rate	2014/2015 Rate
Level 1	19.56	19.85	20.15	20.35	20.56	20.56	20.56
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Bus Driver**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
0	16.54	16.79	17.04	17.21	17.38	17.38	17.38
1	16.66	16.91	17.16	17.33	17.50	17.50	17.50
2	16.87	17.12	17.38	17.55	17.73	17.73	17.73
3	17.09	17.35	17.61	17.79	17.96	17.96	17.96
4	17.21	17.47	17.73	17.91	18.09	18.09	18.09
5	17.34	17.60	17.86	18.04	18.22	18.22	18.22
6	17.44	17.70	17.97	18.15	18.33	18.33	18.33
7	17.56	17.82	18.09	18.27	18.45	18.45	18.45
8	17.61	17.87	18.14	18.32	18.50	18.50	18.50
9	17.68	17.95	18.22	18.40	18.59	18.59	18.59
10	17.81	18.08	18.35	18.53	18.72	18.72	18.72
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Secretary I**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate						
0	14.81	15.03	15.26	15.41	15.57	15.57	15.57
1	14.93	15.15	15.38	15.53	15.69	15.69	15.69
2	15.12	15.35	15.58	15.74	15.89	15.89	15.89
3	15.38	15.61	15.84	16.00	16.16	16.16	16.16
4	15.54	15.77	16.01	16.17	16.33	16.33	16.33
5	15.68	15.92	16.16	16.32	16.48	16.48	16.48
6	15.83	16.07	16.31	16.47	16.64	16.64	16.64
7	15.99	16.23	16.47	16.63	16.80	16.80	16.80
8	16.15	16.39	16.64	16.81	16.97	16.97	16.97
9	16.31	16.55	16.80	16.97	17.14	17.14	17.14
10	16.53	16.78	17.03	17.20	17.37	17.37	17.37
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Secretary II**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate						
0	14.58	14.80	15.02	15.17	15.32	15.32	15.32
1	14.74	14.96	15.18	15.33	15.49	15.49	15.49
2	14.82	15.04	15.27	15.42	15.58	15.58	15.58
3	15.07	15.30	15.53	15.69	15.84	15.84	15.84
4	15.22	15.45	15.68	15.84	16.00	16.00	16.00
5	15.34	15.57	15.80	15.96	16.12	16.12	16.12
6	15.48	15.71	15.95	16.11	16.27	16.27	16.27
7	15.61	15.84	16.08	16.24	16.40	16.40	16.40
8	15.76	16.00	16.24	16.40	16.57	16.57	16.57
9	15.90	16.14	16.38	16.54	16.71	16.71	16.71
10	16.11	16.35	16.60	16.77	16.93	16.93	16.93
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Maintenance Specialist**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
0	16.16	16.40	16.65	16.82	16.98	16.98	16.98
1	16.32	16.56	16.81	16.98	17.15	17.15	17.15
2	16.45	16.70	16.95	17.12	17.29	17.29	17.29
3	16.79	17.04	17.30	17.47	17.65	17.65	17.65
4	16.91	17.16	17.42	17.59	17.77	17.77	17.77
5	17.01	17.27	17.53	17.71	17.88	17.88	17.88
6	17.16	17.42	17.68	17.86	18.04	18.04	18.04
7	17.27	17.53	17.79	17.97	18.15	18.15	18.15
8	17.43	17.69	17.96	18.14	18.32	18.32	18.32
9	17.55	17.81	18.08	18.26	18.44	18.44	18.44
10	17.74	18.01	18.28	18.46	18.65	18.65	18.65
License Pay	Effective 1990/91 - an engineer will receive two cents (.02) per hour in addition to his/her regular rate to cover increased cost of license renewal.						
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Licensed Engineer**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate						
0	16.16	16.40	16.65	16.82	16.98	16.98	16.98
1	16.32	16.56	16.81	16.98	17.15	17.15	17.15
2	16.45	16.70	16.95	17.12	17.29	17.29	17.29
3	16.79	17.04	17.30	17.47	17.65	17.65	17.65
4	16.91	17.16	17.42	17.59	17.77	17.77	17.77
5	17.01	17.27	17.53	17.71	17.88	17.88	17.88
6	17.16	17.42	17.68	17.86	18.04	18.04	18.04
7	17.27	17.53	17.79	17.97	18.15	18.15	18.15
8	17.43	17.69	17.96	18.14	18.32	18.32	18.32
9	17.55	17.81	18.08	18.26	18.44	18.44	18.44
10	17.74	18.01	18.28	18.46	18.65	18.65	18.65
<p>License Pay An engineer will receive \$50.00 (Fifty dollars) per year in addition to his/her regular rate to cover the cost of license renewal. Payable with longevity pay.</p>							
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Groundskeeper**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate						
0	14.33	14.55	14.77	14.92	15.07	15.07	15.07
1	14.46	14.68	14.90	15.05	15.20	15.20	15.20
2	14.62	14.84	15.06	15.21	15.36	15.36	15.36
3	14.75	14.97	15.19	15.34	15.50	15.50	15.50
4	14.87	15.09	15.32	15.47	15.63	15.63	15.63
5	14.93	15.15	15.38	15.53	15.69	15.69	15.69
6	15.01	15.24	15.47	15.62	15.78	15.78	15.78
7	15.10	15.33	15.56	15.72	15.87	15.87	15.87
8	15.18	15.41	15.64	15.80	15.95	15.95	15.95
9	15.27	15.50	15.73	15.89	16.05	16.05	16.05
10	15.46	15.69	15.93	16.09	16.25	16.25	16.25
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00

ANTHONY WAYNE LOCAL SCHOOLS

**Classified Salary Tables
Custodian II**

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
0	14.33	14.55	14.77	14.92	15.07	15.07	15.07
1	14.46	14.68	14.90	15.05	15.20	15.20	15.20
2	14.62	14.84	15.06	15.21	15.36	15.36	15.36
3	14.75	14.97	15.19	15.34	15.50	15.50	15.50
4	14.87	15.09	15.32	15.47	15.63	15.63	15.63
5	14.93	15.15	15.38	15.53	15.69	15.69	15.69
6	15.01	15.24	15.47	15.62	15.78	15.78	15.78
7	15.10	15.33	15.56	15.72	15.87	15.87	15.87
8	15.18	15.41	15.64	15.80	15.95	15.95	15.95
9	15.27	15.50	15.73	15.89	16.05	16.05	16.05
10	15.46	15.69	15.93	16.09	16.25	16.25	16.25
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00
Section 20.1 License Pay	<p>A custodian, if he/she obtains boiler license at the request of the Superintendent because it is required by the State for work for which the employee is or may be assigned, and keeps it current, shall receive forty-two (\$.42) per hour in addition to his/her regular rate.</p> <p>This also pertains to Custodian 1-N</p>						

ANTHONY WAYNE LOCAL SCHOOLS

Classified Salary Tables

Custodian I

District Delivery

Years of Experience	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
0	15.14	15.37	15.60	15.76	15.91	15.91	15.91
1	15.26	15.49	15.72	15.88	16.04	16.04	16.04
2	15.39	15.62	15.85	16.01	16.17	16.17	16.17
3	15.63	15.86	16.10	16.26	16.42	16.42	16.42
4	15.71	15.95	16.19	16.35	16.52	16.52	16.52
5	15.78	16.02	16.26	16.42	16.59	16.59	16.59
6	15.86	16.10	16.34	16.50	16.67	16.67	16.67
7	15.94	16.18	16.42	16.58	16.75	16.75	16.75
8	16.07	16.31	16.55	16.72	16.88	16.88	16.88
9	16.18	16.42	16.67	16.84	17.01	17.01	17.01
10	16.37	16.62	16.87	17.04	17.21	17.21	17.21
LONGEVITY							
7 hours per day or more	350.00	350.00	350.00	350.00	350.00	350.00	350.00
3-1/2 to 6-3/4 hours per day	275.00	275.00	275.00	275.00	275.00	275.00	275.00
Less than 3-1/2 hours	225.00	225.00	225.00	225.00	225.00	225.00	225.00
Section 20.1 License Pay	A custodian, if he/she obtains boiler license at the request of the Superintendent because it is required by the State for work for which the employee is or may be assigned, and keeps it current, shall receive forty-two (\$.42) per hour in addition to his/her regular rate.						

ANTHONY WAYNE LOCAL SCHOOLS

Classified Salary Tables

Permit Hourly Rate

	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
	Rate						
Cooks	21.97	22.30	22.63	22.86	23.08	23.08	23.08
Custodian I	23.37	23.72	24.08	24.32	24.56	24.56	24.56
Engineer	25.80	26.19	26.58	26.85	27.11	27.11	27.11

The hours worked on permits shall not be used in computing overtime under Section 12 Overtime.