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NEGOTIATED AGREEMENT

between the

**EASTWOOD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
LOCAL #736**

July 1, 2013 - June 30, 2016



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ARTICLE I – RECOGNITION

The Board of Education of the Eastwood Local School District, hereinafter referred to as the “Board,” and the Ohio Association of Public School Employees Local #736, affiliated with AFSCME, AFL-CIO, hereinafter referred to as the “Union,” agree as follows:

- A. The Board recognizes the Union as the sole and exclusive bargaining agent for all non-certified employees.
- B. For purposes of negotiations, the Board agrees to bargain with the Union as the sole and exclusive bargaining agent for all employees as defined below.
- C. The Superintendent, Superintendent's Secretary, Building, Grounds, Transportation Coordinator, School Psychologist, and Curriculum Director, Secretary, Treasurer and Treasurer's Staff shall be excluded from the bargaining unit.
- D. The Union agrees that the management of the business and operation of the school and the authority to execute all the various duties, functions and responsibilities incidental thereto, is vested in the administration. The exercise of such authority shall not conflict with this Agreement.

ARTICLE II – DEFINITIONS

- A. “Negotiations” means conferring, discussing and bargaining in good faith by the Board and its designated representatives in an effort to reach agreement with respect to terms and conditions of employment for all non-certified employees. The Board cannot reduce, negotiate or delegate its legal responsibilities.
- B. “Good faith” involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Union to meet for purposes of negotiations does not compel either party to agree to a proposal or require the making of a concession.
- C. “Days” will mean work days.
- D. “Regular full-time employee” is one who works seven (7) or more hours per day, five (5) days per week.
- E. “Part-time custodial employees” are those who work less than seven (7) hours per day and/or less than five (5) days per week.



“Seniority” shall be defined as the uninterrupted length of continuous service with the Board from the latest date of hire.

1. The Board will establish a seniority list for each classification and send to each current OAPSE employee.
2. Seniority lists will be revised each starting of school year.
3. Seniority shall be broken when an employee:
 - a. Quits or resigns;
 - b. Is terminated or nonrenewed; or
 - c. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employer sends the employee notice by registered mail.
4. As of June 1, 2012, a coin flip for people hired the same date would determine seniority.

ARTICLE III – PROVISIONS CONTRARY TO LAW

If any provisions of the Agreement or any application of the Agreement shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE IV – NONDISCRIMINATION CLAUSE

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

ARTICLE V – NEGOTIATIONS PROCEDURES

- A. Membership
 1. The bargaining unit shall consist of all regular full-time and regular short-time non-teaching and/or non-administrative employees employed by the Board who are regularly assigned to work in the following job classifications:



Consultants and Committees

1. Consultants may be used by either party and are the financial responsibility of the party requesting such service. Consultants may be used in caucus only.
2. Committees may be appointed by mutual agreement to study, research and make recommendations on matters under consideration. Reports shall be made to both parties and costs for such service will be shared jointly.

G. Negotiations Procedures

1. Meetings

The parties shall meet at places and times agreed upon during the prior meeting. All meetings shall be held in Executive Session.

2. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable amount of time, not to exceed thirty (30) minutes, in which to caucus in privacy.

3. Interim Report

- a. During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals.
- b. All negotiation sessions are to be considered "executive sessions." All parties to the negotiating procedure shall absolutely respect the confidential nature of these meetings.
- c. Any release of written information concerning negotiation to individuals not directly involved in the negotiations procedure shall be limited to factual status reports. Such reports will be provided to both parties of the negotiations. Discussions for purposes of strategy or positions would not be restricted by this clause.
- d. Any information released to parties or individuals outside the scope of negotiations or the news media will be approved by both parties prior to release.



4. Protocol

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

5. Item Agreement

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

6. No Strike - No Lockout

The Union agrees that it will not encourage, sanction or approve any strike, lockout, stoppage, slowdown or other interruption of work growing out of any dispute which is subject to the grievance procedure under the terms of this Agreement or any other related organizations.

H. Agreement

1. When item agreement has been reached on all items of the negotiations, the items agreements shall be assembled in document form. Both parties shall review the document together to determine its accuracy. If the agreement is then in proper form, it shall be submitted to the Union and the Board for ratification and adoption. When ratified by both the Union and the Board, the agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Union's representative.
2. Prior to the Negotiated Agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

I. Disagreement

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



2. Impasse is when neither party can agree to certain items being negotiated prior to the expiration date of the current contract.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings is declared on all the issues where agreement has not been reached by either party.
4. The parties shall jointly prepare a request for the Mediator and direct such request to the Federal Mediation and Conciliation Service.
5. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
6. The Mediator has no authority to bind either party to any agreements.

J. Acknowledge Negotiations Opportunity

1. The Board and Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Therefore, for the life of this Agreement, the Board and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
3. The Article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

K. Publication of the Agreement

The final copy of the Negotiated Agreement shall be prepared jointly and presented in booklet form. The costs of publishing the Agreement shall be paid by the Board.

ARTICLE VI – GRIEVANCE PROCEDURE

A. Grievances

1. A grievance is a claim of violation, misinterpretation or misapplication of the provisions of this Agreement.



2. An "aggrieved" is the person or persons, or OAPSE, within the employee's bargaining unit making the claim.
3. The limits, in days, under each section of this procedure shall be counted as workdays. The number of days indicated at each level shall be considered as maximum and failure to meet a time limit shall result in waiver of the grievances. Failure of the employer to respond within the time limits will advance the grievance to the next level. The time limits may be extended by mutual consent, in writing, by both parties.
4. At each level of the formal grievance procedure, OAPSE shall indicate, on forms provided by OAPSE, those authorized by OAPSE as grievance representatives at that level.
5. All parties shall receive a copy of the grievance response at all levels.

B. Procedure

Grievances shall be presented in accordance with the procedures outlined as follows:

1. Informal Procedure

The aggrieved shall first discuss the matter with the administrator or immediate supervisor concerned with the objective of resolving the matter informally. When taking this step in the grievance procedure, the aggrieved will tell the administrator or immediate supervisor that the conversation is the informal step of the grievance procedure.

2. Formal Procedure

- a. Level One: If the matter is not resolved informally, the grievance shall be submitted in writing to the administrator or immediate supervisor being grieved against. If such grievance is not filed within twenty (20) workdays following the act or condition upon which said grievance is based, become known to the aggrieved's exercise of reasonable diligence, the grievance shall no longer exist.
- b. The administrator or immediate supervisor shall, within ten (10) workdays after receiving the grievance, give the aggrieved person his/her written answer, with a copy to the OAPSE employee and the OAPSE President.
- c. Level Two: Within ten (10) workdays after receipt of the written answer required at Level One, the grievance may be referred, in writing, to the Superintendent. The Superintendent shall, within ten (10) workdays after receipt of the grievance, meet with the aggrieved. Within ten (10)



workdays after such meeting, the Superintendent will give the aggrieved, the appropriate administrator, and the OAPSE President his/her written answer.

- d. Board Level: After receiving the decision of the Superintendent, the aggrieved may choose, within ten (10) workdays, to submit the grievance to the Board of Education. At the next meeting of the Board following such submission, the members of the Board and the aggrieved shall meet in Executive Session to openly discuss the matter of the grievance, and any possible resolutions. If no resolution is reached within ten (10) workdays following the Board meeting, the aggrieved may submit the grievance to arbitration.

3. Arbitration

- a. The aggrieved shall notify the Board that arbitration will take place, and also notify the American Arbitration Association within ten (10) workdays, requesting a list of seven (7) possible arbitrators. Within five (5) workdays after receiving the list of seven (7) arbitrators, the two (2) parties shall consult and by alternately striking names from the list to arrive at a selection.
- b. The arbitrator shall be the person whose name remains on the list after six (6) names have been struck. A coin shall be tossed to determine who shall strike first. The parties shall meet with the arbitrator at the earliest possible date after he/she has been selected.
- c. The parties shall provide the arbitrator with the proper materials and information for the arbitration process.
- d. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement or to make any decision contrary to law.
- e. The cost of such arbitration shall be shared equally by the Board and OAPSE. OAPSE shall retain the right to withdraw at any point in the proceedings. The decision and awards of the arbitration shall be binding on the parties.

ARTICLE VII – LEAVES OF ABSENCE

A. Staff Kiosk Program

1. All personal, professional, vacation, sick and unpaid leave requests shall be submitted for approval through the District's on-line Kiosk System.



2. All other leave requests shall be submitted according to the subsequent provisions.

B. Personal/Emergency Leave

1. At the beginning of each school year, each member of the classified staff has the option to use up to two (2) work days with pay to be used for Personal/Emergency Leave. No personal leave days will be approved in May except under certain emergency conditions and only upon approval by the Superintendent.
2. Personal/Emergency Leave is intended for use for those activities of a personal nature which require the individual to be absent during normal school hours or when otherwise normally employed. Except in emergency circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period nor on the first or last days of school. Examples of such emergencies include, but are not limited to: auto accidents, furnace breakdowns, frozen water pipes, weddings of family members, graduations, flight delays and cancellations, and the scheduling of personal and/or emergency events which are not under the control of the employee. In addition, each member of the classified staff may use one (1) work day with pay without restriction, which shall not be counted against perfect attendance.
3. Except in cases of an emergency, application for personal leave shall be submitted to the Superintendent no less than three (3) work days prior to the use of such leave.
4. Not more than ten percent (10%) of the total classified staff in a classification may take personal/emergency leave on the same day, except that the Superintendent has the authority to exceed the ten percent (10%) limitation under emergency circumstances.
5. Up to one (1) additional restricted day may be granted for legal obligations which require the employee to be absent during normal school hours or when otherwise normally employed. Application for personal leave must be submitted to the local Superintendent no less than three (3) work days prior to the use of such leave. Proper documentation to verify the requested leave must be included with the request.

C. Funeral Leave

Funeral leave shall be a valid use of sick leave by the employee. Up to five (5) sick leave days shall be approved for such use.

1. An employee shall be allowed up to five (5) sick leave days in the event of a death in the immediate family.



2. The immediate family shall include the employee's spouse, mother, father, sister, brother, direct descendant (an employee's children), and any person who is a permanent member of the employee's household.
3. An employee shall be allowed up to two (2) sick leave days to attend the funeral of aunts and uncles and first cousins and up to three (3) sick leave days for other relatives (i.e., grandparents, stepparents and all in-laws).
4. The Superintendent, depending upon circumstances, may grant additional leave.
5. Documentation may be requested for verification of the requests.

D. Maternity/Paternity/Adoption Leave

Employees who desire maternity/paternity/adoption leave shall have one of the following choices:

1. The employees may take a leave without pay for up to twelve (12) months; or
2. The Board shall grant a maximum maternity/paternity/adoption leave of thirty (30) days. Nothing contained in this Section shall affect the right of a pregnant employee to use her sick leave during any period of time during which she is disabled from performing her duties of employment whether as a result of the pregnancy or from other illness or injury. Such employee shall furnish a doctor's recommendation concerning such disability.

E. Assault Leave

1. All cases of physical violence upon the person of a classified employee shall be reported to his/her immediate supervisor. All persons in the bargaining unit shall be granted not more than thirty (30) days of leave without loss of pay when such employee is unable to perform his/her duties by reason of being assaulted by another person while in the course of the assaulted employee's employment. Assault leave shall not be deducted from sick leave or personal leave. The Superintendent may request such employee provide a doctor's statement certifying that such employee cannot perform his/her duties by reason of such injuries.
2. If an employee receives Workers' Compensation for days covered by this provision, the employee shall turn over the money paid by Workers' Compensation for days during which he/she received assault leave pay.

F. Professional Leave

All employees may receive as many paid professional days for workshops attended during the year as deemed necessary by their supervisor/administrator. The professional



meeting should relate to job responsibilities of the employee. Information gained from the meeting will be shared with the appropriate supervisor as he/she requests.

G. Inservice Training and Recertification

Leaves for inservice training and recertification will be approved by the supervisor as required by the Ohio Pupil Transportation and Safety Rules Handbook.

H. Family and Medical Leave Act

In the event an employee seeks to exercise their rights under the Family and Medical Leave Act, they may do so through the Treasurer's Office. Employees will not be required to utilize the FMLA leave concurrently with sick leave. Any leave taken in accordance with FMLA shall be in addition to any paid leaves provided for in this contract that the employee might choose to use first. The FMLA year shall be August 1 – July 31.

I. Short Term/Emergency Unpaid Leave

1. A staff member may be granted up to five (5) days leave without pay for an emergency or a special circumstance that may arise during the contract year. The notification should be submitted at least one week prior to the leave taking place. Notification must take place prior to any financial commitments being made by the employee. In the case of a sudden or extreme emergency, each case will be determined individually by the Superintendent, who at his/her discretion shall have the authority to grant additional days; however notification should take place as soon as possible.
2. Any unused Personal Leave Request days must be used in conjunction with the Short Term/Emergency Unpaid Leave if the circumstances will allow the proper use of Personal Leave as specified in the negotiated agreement.
3. Use of Short Term/Emergency Unpaid Leave negates all perfect attendance reimbursement for that semester.
4. Short Term/Emergency Unpaid Leave shall be granted only once during each contract year.
5. All Short Term/Emergency Unpaid Leave requests must be made through the employee's immediate supervisor with the final decision made by the Superintendent. Documentation to substantiate the absence may be requested.



ARTICLE VIII – PERSONNEL PROVISIONS

A. Orientation

Employees will be informed of insurance coverage, fringes, wages, paydays, etc., at the beginning of the school year. Orientation for service employees shall be held prior to the start of school each year.

B. Overtime

1. The opportunity to work any available classification overtime hours that are paid at overtime rates will be offered on a rotating basis within a building starting with the senior person.
2. Any employee, regardless of hours worked during a week, who performs work for the following events, shall be paid at time and one-half (1-1/2) regular pay:
 - a. Tournament Events
 - b. Webster Chicken BBQ
3. Compensatory time off shall be offered in lieu of pay, according to FLSA rules.
4. Overtime and any additional time must be approved in advance of any such time being worked.

C. Classification Pay

Any person who works in a higher position for ten (10) days or more and accepts all job description responsibilities will be paid at the high increment for those days, but not for experience. In cases of Head Cooks, the second cook would automatically move into this position.

Whenever a full time Custodian is off, the part-time or next in seniority building classification shall be called in to fill the position providing he/she meets the necessary qualifications of the position.

Employees may not move up and exceed 40 hours per week.

D. Mileage Reimbursement

Any travel that is a requirement of the staff member or is approved as part of professional leave will be compensated at the IRS then current reimbursement rate per mile for tax purposes. Documentation for such travel is required.



Evaluation

All employees will be evaluated on a yearly basis by an Administrator/Supervisor outside of this bargaining unit, or more often, as deemed necessary by the supervisor.

F. Rights of Individuals

1. All rights and liberties of the individual are protected and maintained by federal and state law.
2. All matters relating to the enforcement or interpretation of this Agreement shall be settled and/or discussed in the manner prescribed by this Agreement.
3. Employees shall have the right to have their representative present at any and all meetings if requested by the employee.

G. Calamity Day

1. Whenever school is closed due to an epidemic or other public calamity, non-teaching school employees shall receive their regular rate of pay and will not report to work.
2. The Superintendent or supervisor may call an employee in to work on a calamity day. Those employees will receive one (1) times their regular pay for hours worked plus calamity day pay.
3. Whenever school is closed due to weather more than five (5) days in the school year due to any circumstances, all twelve (12) month employees will be required to work on make-up days without additional compensation.
4. Provided that twelve (12) month employees will receive their regular pay if the day is a scheduled work day for those employees.
5. When fewer than all schools are closed because of inclement weather, mechanical difficulties or other such reasons, employees in the bargaining unit shall be required to report to work unless otherwise notified by the Superintendent, and shall be assigned to where needed by the Superintendent or other administrators.
6. When there is delayed starting time, employees in the bargaining unit shall be required to report on time if possible.
7. When schools are closed early, employees in the bargaining unit shall leave early only on specific authorization of the Superintendent or his designee.
8. When school is closed for weather emergencies, employees not scheduled to work because of scheduled vacation shall not receive calamity pay.



9. Employees whose work commences after the calamity is over will not be considered to be on a calamity day basis.

H. Building Checks

Those custodians who must check buildings will be paid at their regular rate of pay not to exceed one (1) hour.

I. Boiler's License Fee

The Board will pay the boiler operator license fee.

J. Physical Examination

The Board agrees that if any employee is required to have a physical examination, the Board will select the doctor(s) and will pay any remaining costs of the examination not paid by the employee's medical insurance.

K. Call-In Pay

Any employee called to report to work and it is determined that he/she is not needed, he/she shall be compensated a minimum of one (1) hour pay. Example: If an event, day, or trip is cancelled, then the employee will receive a minimum of one (1) hour of pay.

L. Administering Medication

Classified employees will not be required to administer medication except to the extent required by law, required by an individual educational plan of a special education student or administered pursuant to Board Policy.

M. License/Permit/Background Check Reimbursement

The Board will pay the following with documented receipts as indicated:

1. Renewal aide permit: All required testing;
2. Renewal boiler's license;
3. Renewal of CDL, fingerprinting, and all required testing;
4. Food Service Certification

\$100 per year will be provided to those food service employees who provide written documentation of current certification status. Certification is through the American School Food Service Association. Written documentation must be



provided to the Assistant Treasurer by May 15 of each year; payments to be made on the second pay in June. The Assistant Treasurer will provide notice of locally offered classes where food service employees might obtain, update or upgrade certification. Reimbursement for classes attended will only occur after proof of attendance has been submitted to the supervisor.

5. No reimbursement shall occur for expenses which occurred prior to employment.

N. Criminal Background Checks

1. New employees shall be required to submit to a criminal background check through the Ohio Bureau of Criminal Investigation or the local police agency. All new employees must have results of the background check on file within fifteen (15) days of hiring. A new employee shall be considered on a probationary status concluding and regular employee status commencing, only upon the Board's receipt of a background investigative report satisfactory to the Board from the Bureau of Criminal Investigation or local police agency. The applicant shall pay the full cost of such background check.
2. Pursuant to Ohio law, all employees shall be required to submit to a criminal background check through the Ohio Bureau of Criminal Investigation or the local police agency every five (5) years after the initial satisfactory report and commencement of regular employee status, or for every five (5) years after September 5, 2008 for those employees hired prior to November 14, 2007. The cost of renewal of BCI/FBI background check up to a maximum of Fifty Dollars (\$50.00) shall be paid by the Board.

O. Smoking Policy

Employees shall not smoke tobacco or use tobacco products on the grounds of the District.

P. Probationary Period and Employee Contracts

1. All employees new to the Eastwood Local School District shall receive a one (1) year contract. The contract shall cover one (1) full calendar year (twelve months) from the initial date of employment. The first year of service shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary period.
2. At the end of the initial year of employment, the classified employee, if she or he is retained, shall receive another one year contract. If the second one-year contract is to be recommended for nonrenewal, the employee will be given



written notice of the nonrenewal in advance of Board action nonrenewing the contract. The employee will have the right to meet with the Superintendent in advance of the Superintendent's submission of the nonrenewal recommendation to the Board and shall have the right of representation in the meeting with the Superintendent.

3. All classified employees who are reemployed after completion of the initial one-year probationary contract and second one year limited contract shall be granted a continuing contract.
4. Section P. shall supersede the provisions of O.R.C. §3319.081.

Q. Cooks Working as Cashiers

All cafeteria personnel will, if interested, receive training as cashiers. After receiving such training, all cafeteria personnel may be assigned by the Administrator to work as cashiers on an as needed basis, and shall receive their regular rate of pay for such work. All new cafeteria hires will be trained as cashiers and shall work as a cashier substitute as assigned.

R. School Delays

In the event school is delayed for up to three (3) hours, employee schedules may be adjusted as necessary to meet the needs of the District.

S. Periodic Safety and Regulatory Compliance Requirement Training Development

1. Employees shall complete required state and/or federal mandated safety and regulatory compliance requirement trainings through an on-line training program designated by the Superintendent. Such training shall be at no cost to the employee.
2. Employees will be provided with notification by e-mail by the Superintendent or designee of the training course(s) they are required to complete outside the normal workday. Employees will be provided sufficient notice so as to permit completion of such on-line training in a timely manner.
3. Once an employee has completed a training module, s/he may print out the transcript as evidence of completion.
4. Employees will be compensated at the straight time hourly rate for time spent on each on-line training module.
5. Employees may take other training modules outside of the required training designated by the Superintendent, and receive compensation time hours as set



forth under Article XVI(E)(1). Such additional training must be approved in advance, in writing, by the employee's supervisor.

ARTICLE IX – DISCIPLINARY PROCEDURES

- A. Disciplinary action is defined as a course designed to let the classified employee know that he/she is not performing his/her duties in a satisfactory manner or is in violation of the contract between the Board and Union, or has not followed the direct order of a supervisor or administrator.
- B. Based upon the severity of the situation, disciplinary action will normally follow the following procedure:
 - 1. First offense - verbal warning (documented)
 - 2. Second offense - written warning stating the violation
 - 3. Third offense - suspension up to 30 days
 - 4. Fourth offense – termination
- C. Written record of the discipline will remain in the employee's personnel file for no longer than thirty (30) months.
- D. After a meeting with the employee's supervisor, a decision will be made by the Superintendent within five (5) days as to the validity of the written warning and whether that warning shall be placed in the personnel file.
- E. An employee will be given an opportunity to receive, examine, and add any notes of explanation that he/she desires to any record of a disciplinary nature added to his/her file.
- F. Discipline procedure is subject to grievance procedure.
- G. At all levels of the disciplinary procedure, officially elected/appointed union representation may be requested by the employee.
- H. Employees will be notified when any written materials of a disciplinary nature are added to their personnel file.
- I. The Administration will not invite other Union members to meetings without the consent of the employee for which the meeting is being called.

ARTICLE X – INFORMATION PROVIDED TO NEW EMPLOYEES

Newly hired employees will be instructed by their building representative at the beginning of their employment to visit the Treasurer's Office for information related to their employment, including but not limited to:



- ... All applicable insurance forms (Life, Dental, Health)
- B. List of paid holidays according to employment status (i.e., nine (9) month, ten (10) month, or twelve (12) month positions).
- C. All applicable tax forms.
- D. Location of accessible Board Policy books.
- E. Individual employment contract.
- F. Copies of Absentee Forms, Professional Day Request Form, Classified Personal/Emergency Leave Request Form, and Time Slip Form (if applicable).
- G. Job description.
- H. Medical requirements for employment (i.e., physical, immunizations, etc.).
- I. Payroll proration for twenty-six (26) pays.
- J. Copy of the OAPSE Negotiated Agreement.

ARTICLE XI – UNION RIGHTS

A. Use of Building Facilities and Bulletin Boards

The Union may use facilities and equipment to hold meetings. Advance permission for the use of same is to be secured from the Building Principal. Supplies necessary for the use of equipment shall be furnished by the Union. Bulletin boards for OAPSE use shall be located in a place to be agreed upon by building representative and building principal.

B. Union Business

Union business is not to be conducted during work hours of employees. All business conducted by the Field Representative will also be conducted after staff working hours. Minimal Union contacts for the purpose of setting up appointments for returning phone calls may be made with consent of the building principal.

C. OAPSE Local Representative to Convention

The OAPSE Local President or his/her designee may be granted up to three (3) professional days to attend the Annual Ohio Conference of OAPSE without loss of pay. A second OAPSE employee may attend the Ohio Conference of OAPSE for up to three (3) days without pay.



D. Board Meeting Minutes

The Board agrees to provide the Union with minutes of every regular and special Board meeting.

E. Changes in Board Policy

When discussion of change in Board Policy is going to be held at any special or regular Board meeting, advance notice shall be sent to the President of OAPSE. This notice should include the general topic of the proposed change. Notification shall come from the Superintendent's office.

F. Communication Committee

1. The Communication Committee is composed of the OAPSE President, a vice president, and representatives not to exceed seven (7), and the Superintendent of Schools (and such other necessary administrative personnel, not to exceed four (4) administrators). The purpose of this group is to maintain open lines of communication between staff and the Superintendent of Schools. Meetings shall be held once each semester. The OAPSE president and Superintendent shall serve as co-chairpersons and be responsible for setting exact meeting dates, publishing agendas, and conducting meetings.
2. The Communication Committee is not established as a second negotiations process. Accordingly, negotiations items are not to be presented at Communication Committee meetings.

ARTICLE XII – DUES DEDUCTION AND FAIR SHARE FEE

A. Dues Deduction

1. The Board agrees to permit payroll deduction of State Union dues. Deductions shall be in eight (8) consecutive months or less, beginning with the month of October, in sixteen (16) equal installments. The Board agrees to permit payroll deduction of Local Union dues. Deduction shall be made in October in one installment.
2. By September 1st of each year, all new Union members desiring payroll deduction shall file with the Treasurer a payroll deduction card.
3. Dues deductions will be mailed during the appropriate months directly to the State OAPSE Union office.



Fair Share Fee

1. All employees of the bargaining unit who are not members of the Union and its Local #736 shall pay to the Union a fair share fee as a condition of their continued employment with the Eastwood Local School District. Such fair share fee shall not exceed dues paid by members of the Union and its Local #736.
2. The Union shall notify the Board of the Fair Share Fee amount and of any changes in the amount of dues deductions. And shall concurrently provide to each non-member employee a notice of the amount of the fee, adequate explanations to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Union's internal rebate policy.
3. Fair share fee shall be deducted through the payroll deduction in the same manner as dues deductions, except that written authorization for fair share fee deduction is not required. Both dues and fair share fees shall be forwarded to the state association with notices of names, addresses, and amounts.

ARTICLE XIII – REDUCTION IN FORCE

- A. The Board shall accomplish any necessary reduction in the number of employees through attrition (i.e. retirement, voluntary resignation) before any suspension of contracts. When it becomes necessary to reduce the number of employees in a job classification or the hours worked by an employee in a job classification due to abolishment of positions, lack of funds, lack of work, return to duty of regular employees after leave of absence, by reason of suspension of schools or territorial changes affecting the District, or other reasons as determined by the Board, the following procedure may govern such layoff.

Twenty (20) days prior to the effective date of the anticipated layoff, the Superintendent shall notify the OAPSE President in writing of the number of employees affected by the layoff, and for a partial RIF of an employee, the anticipated reduction in hours, and the most current master seniority list containing names, seniority dates and order of seniority.

- B. The following classifications shall be used for the purpose of defining seniority in the event of layoff:
1. Custodial
 2. Transportation/Bus Mechanic/Bus Aides
 3. Cooks/Cashiers/Dishwasher Aides
 4. Secretarial
 5. Aides/Monitors
 6. Paraprofessional



The Board shall determine in which classification the layoff should occur and the number of employees to be laid off, and for a partial layoff of an employee, the number of hours to be reduced. In the event of layoff, employees on probation shall be laid off before any employee in that classification employed on permanent status is laid off.

- D. Seniority shall be defined as the uninterrupted length of continuous service with the Board from the date of the employee's first day of work. Authorizes leaves of absence do not constitute an interruption in continuous service. In cases of identical seniority, the tie will be broken by the flip of a coin. Seniority lists shall be furnished to the Union upon request. Each employee to be laid off shall be given advance written notice of the layoff.
- E. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off by action of the Board. Laid off employees shall have the right to bump the least senior employee in the same classification who has the same number of hours. If there is no less senior employee in the same classification with the same number of hours, the laid off employee shall have the right to bump the least senior short-hour employee in the classification. Bumping rights must be exercised in writing within five (5) calendar days from the date the employee receives the notice of layoff from the Board or said bumping rights are deemed waived.
- F. Any employee who has been bumped pursuant to Section F above shall have the right, if exercised, within five (5) calendar days of receiving the displacement notice, to displace the least senior employee with the same or fewer hours within the classification. Said bumping rights are waived if not exercised in writing within five (5) calendar days.
- G. If said employee is displaced from his/her current classification, said employee may, within five (5) calendar days of receiving the layoff notice, displace the least senior employee within any classification with the same or fewer hours in which he/she was previously employed, provided however, the displacing employee's district seniority must exceed the seniority of the employee displaced.
- H. Recall from Layoff shall be in inverse order of district seniority.

No employee on recall shall be offered a vacant position with the Board until currently employed employees within that classification only have exhausted their right to bid on a vacancy in accordance with Article XIV of the Agreement.

Recalls which occur in the classification of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Recalled employees must report for work within five (5) days of notification unless an employee is in need of sick leave or bereavement leave for which an extension is granted by Administration.

- I. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such



employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE XIV – JOB OPENING/BID PROCEDURE

- A. In March the administration will distribute an employee intent form. On this form, each employee may indicate whether or not he/she is planning to return next year or he/she desires a change in assignment.
- B. All permanent job openings shall be posted for seven (7) work days and state the final date for receipt of applications. Such posting shall occur within ten (10) days of the opening. The job notice shall specify the title of the position, job qualifications, hours, rate of pay, and location. This notice shall be posted at each work location and put in paychecks of regular employees. To be eligible to bid on job openings, employees may not be on a leave of absence other than FMLA or other Board-approved leave of absence.
- C. Regular employees interested in a job opening shall respond in writing to the Superintendent or designee, and are entitled to an interview before the opening is filled. All vacancies shall be filled within twenty (20) work days from the date of posting or end of probationary period.
- D. An employee who bids on and accepts a transfer shall maintain all seniority earned and shall be placed on the pay scale of the new position with up to two (2) years of experience.
- E. The Board shall employ all staff members of the Eastwood Local Schools.
- F. During a probationary period of forty (40) days, the administration and/or the newly assigned person may request the return to their classification.
- G. Temporary Job Openings
 - A. When a regular employee is off work sick or leave of absence for fifty (50) calendar days or more, his/her position will be put up to current bargaining unit members as a temporary job-opening/bid.
 - B. When a regular employee returns to work, he/she will return to his/her regular job. A temporary employee who had the job will return to his/her regular job.
 - C. A regular employee in the same classification will have priority over other employees for a posted bid when a temporary job opening is put up for bid.



ARTICLE XV – WAGES AND WAGE PROVISIONS

A. Wage Rate Schedules

See Appendix A for the wage rate schedule for the 2013-2014, 2014-2015, and 2015-2016 school years.

Wages for the 2013-2014, 2014-2015, and 2015-2016 school years:

1. The cents per hour step amount for all steps for all classifications shall be Thirty Cents (30¢) each step, except that the increase from Step 2 to Step 5 will be Sixty Cents (60¢).
2. All members of the bargaining unit will receive an across the board increase of 2.50% retroactive to July 1, 2013. On July 1st, 2014, all members shall receive an across the board increase of 1.75%. On July 1st, 2015, all members shall receive an across the board increase of 1.75%.

B. Normal Work Week and Overtime Pay

The normal work week and overtime pay is established as follows:

1. The normal work week for all bargaining unit members shall be Monday through Friday.
2. Any bargaining unit member required to work in excess of (40) hours in any one (1) week shall be paid for such overtime worked at one and one-half (1½) times the regular rate of pay. For overtime purposes the week starts at 12:01 a.m. Monday and ends at 12:00 midnight the following Sunday.
3. Members of the bargaining unit shall not work and shall not be paid for parent-teacher conference days unless specifically directed by the Superintendent and/or immediate supervisor.
4. Bargaining unit members shall not be paid during their lunch break. However, any employee who is interrupted during his/her thirty (30) minute duty free lunch period shall receive pay for the lunch period with approval of the Building Principal.

C. Pay Rate Computation

No employee who is involuntarily transferred will receive an hourly rate less than that which was paid the previous year. If such employee receives an hourly rate above the adopted salary schedule for that year, that employee will receive such hourly rate equal to but not less than the hourly rate received the previous year.



Paydays

Employees will be paid 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 payday in August and the first payday in September. Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory of all members of the bargaining unit. All pay notifications to employees shall be performed electronically.

E. PEOPLE Deduction

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

ARTICLE XVI – FRINGE BENEFITS

A. Insurance Provisions

1. Eligibility

- a. All current employees eligible for medical and dental insurance coverage as of July 1, 2000, will retain their rights to insurance coverage.
- b. Employees hired on or after July 1, 2000, must work at least thirty (30) hours per week to be considered eligible for medical and dental insurance under this provision.

2. Medical Insurance

- a. Board paid ninety-one percent (91%) in 2013-2014, ninety percent (90%) thereafter on premiums for family and single coverage. If the employee desires family coverage, the employee will pay entire difference between plans.
- b. The Board will establish a fund for the purpose of reimbursing employees as a fringe benefit for only actual, out-of-pocket costs that are incurred to pay for employees' expenses related to healthcare. The guidelines will be similar to the qualified medical expenses listed under the District's Section 125 Unreimbursed Medical Plan. This reimbursement applies to claims incurred from January 1 to December 31 of each calendar year.



- i. The maximum annual reimbursement limit will be \$200 for single coverage plans, and \$400 for family coverage plans.
- ii. Employees will submit receipts for qualified out-of-pocket medical expenses to the Treasurer's Office that have not been paid or reimbursed from any other source. Employees will be required to sign a statement attesting that they have received no other such payment or reimbursement for out-of-pocket costs as a condition of receiving reimbursement under this provision.
- iii. Employees will be reimbursed for those expenses within 30 days.
- c. Cap of One Hundred Twenty Dollars (\$120.00) per month on employee share of PPO premiums for the 2013-2014 school year. Cap of One Hundred Forty Dollars (\$140.00) per month on employee share of PPO premiums for the 2014-2015 school year. Cap of One Hundred Sixty Dollars (\$160.00) per month on employee share of PPO premiums for the 2015-2016 school year.
- d. Open enrollment for the plan shall be in August with coverage to begin September 1.
- e. When both the husband and wife are employed by the Board and both qualify for medical and dental insurance under this provision, one may receive fully paid family health insurance benefits and the other may receive paid dental coverage only.
- f. Specific benefits shall be in accordance with the attached Consortium plan.

**Eastwood Local School District
Summary of Proposed Insurance Benefits**

Dependent Age	Per law
Lifetime Maximum	Unlimited
Deductible	\$400 / \$800
Network/Non-Network	\$800 / \$1,600
Co-Insurance	80% / 60%
Network/Non-Network	
Out of Pocket Max.	\$1,000 / \$2,000
Network/Non-Network	\$3,000 / \$6,000
Including Deductible	
Office Visit – Primary Care	\$20 / 60%
Network/Non-Network	Ded / Coins.



Office Visit – Specialist Network/Non-Network	\$35 / 60% Ded / Coins.
Retail Rx	\$5 / \$15 / \$30
Mail Order	\$10 / \$30 / \$ 60

3. Dental Coverage

- a. Board paid ninety percent (90%) coverage for family and single.
- b. Coverage remains the same as the plan in effect at the time this Agreement was ratified by the parties.

4. Life Insurance

- a. The Board agrees to pay the cost of a Forty Thousand Dollar (\$40,000) term life insurance policy for all classified employees.
- b. Employees will be notified of the name of the Life Insurance carrier at the time of retirement.

5. Cash Option in Lieu of Benefits

- a. Any full-time employee eligible for health and dental insurance paid for by the Board under this provision who elects not to enroll and/or participate in the benefits package listed above will be paid a cash bonus of Five Hundred Dollars (\$500.00) per year.
- b. Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above and remain off the plans for one (1) twelve (12) month period between September 1 and August 31.
- c. The year will be from September 1 to August 31 of each year and the cash payment will be made with the second payroll in September each year for the prior year.
- d. If an employee elects the cash bonus plan one (1) year, he/she may rejoin the group insurance coverage effective September 1 of the following year with a thirty (30) day advance written notice.
- e. Any employee electing the bonus plan may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year.



- f. Any employee who is on a leave of absence, paid or unpaid, will not qualify for the cash bonus payment.

B. Vacations

- 1. Eleven (11) and twelve (12) month employees shall be allowed leave with pay:

After one (1) year service -	ten (10) working days
After five (5) years service -	twelve (12) working days
After ten (10) years service -	fifteen (15) working days
After fifteen (15) years service -	seventeen (17) working days
After twenty (20) years service	twenty (20) working days
- 2. All vacation day(s) will be taken at a time mutually agreeable to the employee and the employee's building principal by request no less than thirty (30) days prior to requested date(s).

C. Holidays

Paid holidays for all nine (9) and ten (10) month employees include: Labor Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day and Good Friday. All twelve (12) month employees will have in addition, Independence Day and Friday after Thanksgiving. If a bargaining unit member is required to work on a holiday along with additional pay at their regular rate for hours actually worked, he/she will be compensated in full for his/her provided holiday.

D. Severance Pay

- 1. Upon employees retirement from employment with ten (10) or more years of service an employee is to be paid in cash for the value of his/her accrued but unused sick leave credit up to one-fourth (1/4) of the accumulated sick leave days as severance pay up to two hundred eighty-eight (288) days or a maximum severance pay of a total of seventy-two (72) days.
- 2. Upon the death of an employee, his/her severance benefits shall be paid to his/her designated beneficiary thereof, or if none, to his/her estate. (Approved form will be available from the Treasurer.) Employer will contact the designated beneficiary within thirty (30) days.
- 3. For employees who have more than twenty (20) years of service in the District prior to July 1, 2003, said employees will have the option of choosing the severance pay procedure in effect during the 2002-03 school year or the current procedure.
- 4. In the event of the death of an employee, the ten (10) year service requirement shall be waived.



L. SERS Pickup

1. Effective with payrolls paid on or after July 1, 1984, the Board shall designate each employee's mandatory contribution to the STRS/SERS of Ohio as "picked up" by the Board as contemplated by IRS Revenue Rulings 77-462 and 81-36 (although they shall continue to be designated as employee contribution as permitted by OAG Opinion 82-097) in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income taxes shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory.
2. STRS/SERS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included in computing the final average salary for retirement purposes, provided that no employee's total gross income is increased by such "pick up" nor is the Boards' total contribution to the STRS/SERS of Ohio increased thereby. The amount designated as "picked-up" by the Board shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement.

F. Perfect Attendance Compensation

1. Any classified employee who is present each contract day and is not absent for any part of a day shall receive a stipend for total number of hours contracted. Stipends shall be paid in February for first semester and in July for second semester:

1.00 - 3.25	\$100.00/semester
3.26 - 6.00	\$150.00/semester
6.01 - 8.00	\$200.00/semester

2. Professional days and funeral days shall not be considered absences for perfect attendance.
3. If no unrestricted personal days (2) are used, the days will automatically be converted to one (1) sick leave day at the end of the school year. Administration will notify staff that the day has been added to their sick leave total. This option is not available with (F)1.

ARTICLE XVII – TRANSPORTATION PROVISIONS

A. Extra Field and Activity Trips

1. All extra trips will be paid at the rate of Eleven Dollars and Fifty Cents (\$11.50) for the 2013-2014 school year, Eleven Dollars and Seventy-Five Cents (\$11.75)



for the 2014-2015 school year, and Twelve Dollars (\$12.00) for the 2015-2016 school year. Time will begin when leaving school and end with arrival back at school. Drivers are required to be at the event. Any extra-curricular event that is within thirty (30) miles of our school that demands more than eight (8) hours of time must be approved by the building Principal.

2. Drivers wishing extra trips must attend or make their intentions known to the Transportation Supervisor if they are driving an extra trip or regular trip and will not attend the scheduled meeting for dispensing of trips.
3. Regular contracted routes are top priority.
4. Extra trips shall be assigned on a rotating basis. A list of drivers will be established by seniority. The list will be followed month to month beginning with the next available driver on the list. Any driver choosing not to take an extra trip must wait until his/her name comes up in accordance with the normal rotation.
5. No driver may take extra trips that begin or end during his/her contracted hours. The normal route times are the times listed on each driver's route slip.
 - a. Drivers who transport students to other districts may take extra trips if the school district to which they transport students is not in session. However, no extra trips may interfere with remaining contracted time.
6. Trips may not be traded unless they are on the same day - then only between the people who have the trip.
7. The Transportation Coordinator shall be responsible for arranging all extra trips.
8. The first and second time a driver refuses a previously accepted trip, he/she will lose a turn in the field trip rotation. The third time a driver refuses a previously accepted trip, he/she will lose two (2) turns in the field trip rotation. The fourth time a driver refuses a previously accepted trip, he/she will lose three (3) turns in the field trip rotation. The fifth time such refusal of a previously accepted trip occurs, the driver will be removed from the field trip rotation list for the remainder of the school year.
9. When a bus driver has been assigned an extra trip and that trip has been canceled, that driver shall be assigned the next available extra run for which they are eligible. If they refuse they lose turn in the rotation.
10. School Board-owned vans can be used for field trips in accordance with Ohio law and can be driven by any person licensed to drive in accordance with law, which shall include persons who are not members of the bargaining unit.



11. The Board will attempt to notify in advance of the admission, parking fees, all stops and what will be paid for by club, group, team, etc.

B. Kindergarten Routes/Drivers

1. Time allowed for kindergarten routes are one and one-half (1½) hours per day. Any time over one and one-half (1-1/2) hours per day will be paid accordingly.
2. Kindergarten/Pre-School drivers will be offered first to take their kindergarten/pre-school trip if they choose. If an employee chooses to take the Kindergarten/Pre-School trip, then that shall count as their turn in rotation. The employee shall then stay in rotation and not be offered another trip until a full rotation has passed. They will be paid field trip wages from departure until 11:30 a.m. From 11:30 a.m. to 1:00 p.m. they will receive his/her rate of pay. From 1:00 p.m. to 2:15 p.m. they will receive field trip wages. Also, if they choose not to drive this trip, they will receive their normal rate of pay for that day including the one and one-half (1½) hours pay for kindergarten route.

C. Commercial Driver's License (CDL)

1. The Board will pay for all annual abstracts needed for annual re-certification.
2. The Board will pay for fees for the physicals and testing for the CDL and any new local, state or federal driving licenses required for school bus operation but not for tandem, hazardous materials or other items not pertaining to school bus operation. The Board will not pay for retakes of failed tests and all renewals will be paid by the employer.
3. The Board will not pay for drivers to take licensing tests if the license testing is required due to traffic violations.
4. It is the Board's intention to continue the same inspection practice as now in place. If the Board changes to the CDL inspection program, negotiations will immediately take place concerning payment for such inspection time.

D. Emergency Drivers

Emergency drivers may only be pulled from another classification (secretarial, food services, custodial, cashiers/aides/monitors) after all regular drivers, substitutes, and available transportation personnel with CDLs are assigned routes to drive.

E. Miscellaneous

1. The Board is willing to reimburse drivers who plug bus heaters into their electrical service the sum of One Hundred Thirty Dollars (\$130.00) for a five (5)



month period, November to April. Drivers who plug in heaters are to do so two (2) hours before usage of busses when required by weather conditions.

2. Routes shall be bid every year in August by seniority starting with the most senior. Bid sheets shall state paid hours for each route. Drivers must be present at the bid meeting. If the driver is not present at the August bid meeting, then they shall be awarded the remaining route.
3. If a route becomes vacant mid-year, the Transportation Supervisor shall call a meeting of all bus driving employees as soon as practicable, at which time bidding on the vacant route, and any other routes vacated as a result of such bidding, shall occur by seniority until all routes have been filled or all current bus driving employees present at that meeting have had an opportunity to bid on such vacant routes.
4. All drivers absent from work shall report such absence to bus coordinator and complete necessary absence forms prior to date of next payroll.
5. When the supervisor requests to meet with staff for non-union or disciplinary business, the employee shall be paid their straight time pay in one-quarter (1/4) hour increments.
6. The primary purpose of on-board bus cameras is to observe the conduct of students.

ARTICLE XVIII – REHIRE OF RETIRED EMPLOYEES

The employer may rehire bargaining unit member(s) who retire from the local school district or any other school or agency by SERS under the current Collective Bargaining Agreement. The retired employees need to follow the provisions of the Collective Bargaining Agreement:

1. The new hires will start at Step 3 of the Collective Bargaining Agreement with a one-year contract being issued.
2. The new hires shall accumulate sick days, personal days, and vacation days as per the Collective Bargaining Agreement.
3. Those employees may purchase single coverage of medical insurance at the same rate of the Board cost.
4. The new hires will NOT be entitled to any additional severance privilege if they have already collected one from Eastwood Local Schools.
5. The new hires will either join the union or pay their amount of the fair share fee.



- 6. The Board of Education will follow the Collective Bargaining Agreement Article XIV - Employment (A-E) in posting job vacancies by the Collective Bargaining Agreement before re-hiring a person who has retired and wants to be re-employed.

ARTICLE XIX - EVENT PROVISIONS

Custodial duties for all scheduled weekend events at the high school will be assigned on a rotating basis each month to building custodial staff. A list of employees will be established by building/classification seniority. In the event that no HS custodial employee signs up for an event, the work shall be offered to other custodians in the district based on district/classification seniority. A list will be created and followed each month beginning with the next available employee on the list. Any employee choosing not to take an extra event must wait until his/her name comes up in accordance with the normal rotation.

ARTICLE XX - DURATION AND SIGNATURES

This agreement entitled "Negotiated Agreement between the Eastwood Board of Education and the Ohio Association of Public School Employees Local #736" shall be in effect for a term beginning July 1, 2013, and ending June 30, 2016.

FOR THE BOARD:

FOR THE UNION:

Board President

Colin Amburgey

OAPSE #736 President

Board Negotiating Team Member

Cynthia L. Has

Superintendent

Christy

Treasurer

Bob Miller

Rachel Morrow



APPENDIX A

**EASTWOOD LOCAL SCHOOL DISTRICT
CLASSIFIED WAGE RATE SCHEDULE
 Effective for 2013-2014 School Year**

POSITION	YEARS OF EXPERIENCE							
	0	1	2	5	10	15	18	20
Secretaries -Principal/Data Entry	15.03	15.33	15.63	16.23	16.53	16.83	17.13	17.43
Secretaries-Principals	14.46	14.76	15.06	15.66	15.96	16.26	16.56	16.86
Secretaries-All Others	13.66	13.96	14.26	14.86	15.16	15.46	15.76	16.06
Cafeteria-Cashier	11.83	12.13	12.43	13.03	13.33	13.63	13.93	14.23
Cafeteria Cook	12.36	12.66	12.96	13.56	13.86	14.16	14.46	14.76
Cafeteria Head Cook-Elementary	12.65	12.95	13.25	13.85	14.15	14.45	14.75	15.05
Cafeteria Head Cook-H.S. & M.S.	12.71	13.01	13.31	13.91	14.21	14.51	14.81	15.11
Custodian-Regular	14.94	15.24	15.54	16.14	16.44	16.74	17.04	17.34
Custodian-Part-Time	11.50	11.80	12.10	12.70	13.00	13.30	13.60	13.90
Head Custodian	15.16	15.46	15.76	16.36	16.66	16.96	17.26	17.56
Bus Mechanic	16.13	16.43	16.73	17.33	17.63	17.93	18.23	18.53
Bus Driver	14.94	15.24	15.54	16.14	16.44	16.74	17.04	17.34
Library Paraprofessional	13.47	13.77	14.07	14.67	14.97	15.27	15.57	15.87
Other Aides	11.50	11.80	12.10	12.70	13.00	13.30	13.60	13.90



EASTWOOD LOCAL SCHOOL DISTRICT
CLASSIFIED WAGE RATE SCHEDULE
Effective for 2014-2015 School Year

POSITION	YEARS OF EXPERIENCE							
	0	1	2	5	10	15	18	20
Secretaries-Principal/Data Entry	15.29	15.59	15.89	16.49	16.79	17.09	17.39	17.69
Secretaries-Principals	14.71	15.01	15.31	15.91	16.21	16.51	16.81	17.11
Secretaries-All Others	13.90	14.20	14.50	15.10	15.40	15.70	16.00	16.30
Cafeteria-Cashier	12.04	12.34	12.64	13.24	13.54	13.84	14.14	14.44
Cafeteria Cook	12.58	12.88	13.18	13.78	14.08	14.38	14.68	14.98
Cafeteria Head Cook-Elementary	12.87	13.17	13.47	14.07	14.37	14.67	14.97	15.27
Cafeteria Head Cook-H.S. & M.S.	12.93	13.23	13.53	14.13	14.43	14.73	15.03	15.33
Custodian-Regular	15.20	15.50	15.80	16.40	16.70	17.00	17.30	17.60
Custodian-Part-Time	11.70	12.00	12.30	12.90	13.20	13.50	13.80	14.10
Head Custodian	15.43	15.73	16.03	16.63	16.93	17.23	17.53	17.83
Bus Mechanic	16.41	16.71	17.01	17.61	17.91	18.21	18.51	18.81
Bus Driver	15.20	15.50	15.80	16.40	16.70	17.00	17.30	17.60
Library Paraprofessional	13.71	14.01	14.31	14.91	15.21	15.51	15.81	16.11
Other Aides	11.70	12.00	12.30	12.90	13.20	13.50	13.80	14.10



EASTWOOD LOCAL SCHOOL DISTRICT
CLASSIFIED WAGE RATE SCHEDULE
Effective for 2015-2016 School Year

POSITION	YEARS OF EXPERIENCE							
	0	1	2	5	10	15	18	20
Secretaries-Principal/Data Entry	15.56	15.86	16.16	16.76	17.06	17.36	17.66	17.96
Secretaries-Principals	14.97	15.27	15.57	16.17	16.47	16.77	17.07	17.37
Secretaries-All Others	14.14	14.44	14.74	15.34	15.64	15.94	16.24	16.54
Cafeteria-Cashier	12.25	12.55	12.85	13.45	13.75	14.05	14.35	14.65
Cafeteria Cook	12.80	13.10	13.40	14.00	14.30	14.60	14.90	15.20
Cafeteria Head								
Cook-Elementary	13.10	13.40	13.70	14.30	14.60	14.90	15.20	15.50
Cafeteria Head								
Cook-H.S. & M.S.	13.16	13.46	13.76	14.36	14.66	14.96	15.26	15.56
Custodian-Regular	15.47	15.77	16.07	16.67	16.97	17.27	17.57	17.87
Custodian-Part-Time	11.90	12.20	12.50	13.10	13.40	13.70	14.00	14.30
Head Custodian	15.70	16.00	16.30	16.90	17.20	17.50	17.80	18.10
Bus Mechanic	16.70	17.00	17.30	17.90	18.20	18.50	18.80	19.10
Bus Driver	15.47	15.77	16.07	16.67	16.97	17.27	17.57	17.87
Library Paraprofessional	13.95	14.25	14.55	15.15	15.45	15.75	16.05	16.35
Other Aides	11.90	12.20	12.50	13.10	13.40	13.70	14.00	14.30



Certificate

The undersigned, Treasurer of the Board of Education of the Eastwood Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2014 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Eastwood Local School District, Ohio, and the Superintendent of Schools of the Eastwood Local School District, Ohio hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5704.412 and 5705.44 of the Revised Code.



President, Board of Education



Superintendent



Treasurer
