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MASTER CONTRACT AGREEMENT

between the

***WEST CLERMONT HELPING OHIO'S PUBLIC EMPLOYEES
(H.O.P.E.)***

an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

***WEST CLERMONT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION***

***Effective
AUGUST 1, 2013 through July 31, 2014***

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ARTICLE 1:
RECOGNITION

1.01 **MASTER CONTRACT**

This Master Contract made and entered into this _____ day of _____, 2013, by and between the Board of Education of the West Clermont Local School District, hereinafter referred to as the "Board," and the West Clermont Helping Ohio's Public Employees (H.O.P.E.), an affiliate of the Southwestern Ohio Education Association, the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association."

1.02 **BOARD RECOGNITION & MANAGEMENT RIGHTS**

The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the West Clermont Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed. Accordingly, subject only to the limitations specifically set forth in this Master Contract, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management, supervision and control of the West Clermont Local School District, including the right to employ, direct, assign, evaluate, terminate, promote, demote, lay-off and transfer employees; the right to establish and amend from time to time policies, rules and regulations not consistent with the provisions of this Master Contract which are to be applicable to and observed by the employees; the right to determine, in accordance with law, the school calendar, the hours of the school day, the beginning and end of the school day; and to determine all other matters, and exercise all other rights, with respect to the control and administration of the School District which are reposed by law in the Board and in the discretion of the Board.

1.03 **ASSOCIATION RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all classified employees now employed or to be employed, who work twenty (20) or more hours per week, in the hereafter described bargaining unit, for the duration of this Master Contract.

1.04 **BARGAINING UNIT**

1.0401 The bargaining unit is defined as all full-time and regularly employed short-hour employees who work in the following positions and classifications that are regularly assigned to a work schedule of twenty (20) or more hours per week.

- A. Cafeteria
- B. Classroom Aide
- C. Custodial
- D. Health Clinic Assistant
- E. Library Aide
- F. Secretarial
- G. Maintenance

1.0402 For the purpose of this Master Contract, the following are excluded from the bargaining unit:

- A. Cafeteria Supervisor
- B. Supervisor of Building and Grounds
- C. Secretary to the Superintendent
- D. Secretary to the Assistant Superintendent
- E. Head Custodians
- F. Cafeteria Managers
- G. All personnel who report to the Treasurer
- H. Head Maintenance Supervisor
- I. Assistant Supervisor of Building and Grounds
- J. Secretary to the Director

1.0403 If transportation is reinstated, employees hired as transportation workers shall be members of the bargaining unit except for the Supervisor of Transportation and the Bus Mechanic Foreman.

**ARTICLE 2:
NEGOTIATION PROCEDURES**

2.01 DEFINITIONS

- 2.0101 "Days" - Refers to calendar days unless otherwise indicated.
- 2.0102 "Good Faith" - The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- 2.0103 "Party" - Shall be construed to mean the Association's and the Board's appointed members of the negotiating team.
- 2.0104 "Superintendent" - Refers to the Superintendent or designee who shall be a central office based administrator.

2.02 NEGOTIATION MEETINGS

- 2.0201 The parties shall meet at a time and place agreed upon for the first negotiation meeting. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meeting.
- 2.0202 Specific proposals shall be exchanged by the parties at the first meeting, unless otherwise mutually agreed. The party requesting negotiations shall present and explain its specific proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
- 2.0203 All meetings shall be scheduled after school hours, unless otherwise mutually agreed. Employees who wish to participate in negotiations meetings shall be released to attend such meetings. Work hours shall be made up by the employee within the same shift or at a time worked out by the employee and his/her supervisor.
- 2.0204 Each team shall be made up of seven (7) people of the party's choice. Each team shall designate a spokesperson.

2.03 IMPASSE PROCEDURES

- 2.0301 Pursuant to Section 4117.14(c)(1)(f) of the Ohio Revised Code (ORC), the parties hereby agree that if they are unable to reach agreement on the terms of a new agreement to replace this Master Contract, they will, at least forty-five (45) calendar days prior to the expiration date of this Master Contract, submit

the issues in dispute to a mutually agreed dispute settlement procedure which supersedes all of the procedures set forth in Section 4117.14 of the Ohio Revised Code and which shall include mediation of the issues by a mediator appointed by the Federal Mediation and Conciliation Service.

- 2.0302 If an agreement has not been reached within thirty (30) days of the first bargaining session with a mediator present, and the contract terms at issue have expired, either party may exercise all legal rights available to them and the impasse procedure shall be deemed to be completed. This impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117, Ohio Revised Code.

**ARTICLE 3:
GRIEVANCE PROCEDURE**

3.01 DEFINITIONS

- 3.0101 A grievance is defined as any complaint by an employee, employees or the Association involving the interpretation, application or alleged violation of this Master Contract which affects an employee's condition of employment.
- 3.0102 A day shall be defined as a calendar day.
- 3.0103 A grievant shall be defined as the employee, employees or the Association.

3.02 PROCEDURES

- 3.0201 Grievances shall be held in the following manner:

A. Step One

The grievance within the meaning of this Article shall be presented directly to the immediate supervisor within fourteen (14) days of the occurrence of the event giving rise to the grievance. Failure to file said grievance within this fourteen (14) day period shall constitute a waiver of the right to pursue the grievance through the grievance procedure. Within seven (7) days after receiving the grievance, the immediate supervisor shall hold a meeting at which the grievant and the local Association representative (an officer or building representative of the Association) shall be present to discuss and attempt to resolve the grievance. The grievant shall be notified in writing of the decision at Step One within seven (7) days after the meeting.

B. Step Two

If the grievance is not satisfactorily adjusted at Step One, the grievant may submit the grievance in writing to the Superintendent or designee within seven (7) days of the receipt of the response from the immediate supervisor. Within seven (7) days after the receipt of the grievance at Step Two, the Superintendent or designee shall hold a meeting at which the grievant and the local Association representative shall be present to discuss and attempt to resolve the grievance. The grievant shall be notified in writing of the decision at Step Two within seven (7) days after the meeting.

C. Step Three

In the event that the grievance is not satisfactorily adjusted at Step Two, the Association may submit the grievance to arbitration. The request for arbitration shall be within fifteen (15) days of the Superintendent's response at Step Two. The arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection and a hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in arriving at his/her decision on the grievance. The arbitrator's decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

- 3.0202 The losing party shall pay sixty percent (60%) of the cost of arbitration as charged by the American Arbitration Association and the arbitrator. The winning party shall pay forty percent (40%) of the cost of the arbitration. If an arbitration hearing is postponed the postponing party shall pay all related costs of the postponement. If a grievance is settled after initial arbitration fees are initiated but before an arbitration hearing is held, then those costs shall be shared equally (50%) by both parties.
- 3.0203 Nothing in this Master Contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record.
- 3.0204 Time limits in any grievance shall be extended upon the mutual consent of all parties.

3.03 GROUP GRIEVANCES

The Association shall have the right to file a grievance, if the subject matter involved concerns the Association, its officers, representatives of the Association or two (2) or more members of the bargaining unit.

3.04 ASSOCIATION REPRESENTATION

- 3.0401 No grievance hearing or adjustment of a grievance shall take place without the presence of the Association. The grievant shall be entitled to participate in any hearing or meeting held in the processing of a grievance. Further, no grievance resolution shall be made without the knowledge of the Association.
- 3.0402 The Association President shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each level will be made in writing on the form hereto attached setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties of interest, to the Association President and the administrator involved.

ARTICLE 4:
ASSOCIATION RIGHTS AND REPRESENTATION

4.01 **NO DISCRIMINATION**

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

4.02 **PAYROLL DUES DEDUCTIONS**

4.0201 Employees who, upon the effective date of this Master Contract are members of the West Clermont H.O.P.E./SWOEA/OEA/NEA in good standing in accordance with the Constitution and Bylaws of the Association, and those employees who may thereafter become members, shall maintain their membership in the Association by the tender of periodic dues and any fees uniformly required by the Association. Dues deduction authorization shall be continuous once requested, for the duration of this Master Contract, except that such an authorization may be revoked by the employee, in writing, between June 1 and June 15, of any given year.

4.0202 The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Association, upon the presentation of a written authorization executed by an employee.

4.0203 Dues deduction shall be deducted on a pay period basis from the paydays which fall between the months of October through May. Once deducted, dues monies shall be forwarded to the Association Treasurer with a list of employees from whom dues are deducted. The dues deduction authorization provided for herein shall not be revoked except during the open period set forth above.

4.0204 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by an employee in accordance with this Article of the Master Contract.

4.03 **ASSOCIATION LEAVE**

4.0301 The Association President, plus one (1) representative for each seventy-five (75) dues paying members or part thereof, plus any State or District Officers of the Association employed by the Board shall be permitted to attend the annual OEA Representative Assembly without loss of pay. Notification of delegate status and intent to attend the meeting shall be presented to the Superintendent at least two (2) weeks prior to the meeting date.

- 4.0302 The Board shall grant a collective total of twelve (12) days of leave with pay and fringe benefits (Association Leave) per school year to the Association officers, delegates, grievants, and witnesses, for Association business involving bargaining unit members.
- 4.0303 A. The Association will be permitted three (3) days per year for Association meetings during the workday after 4:00 p.m. Members who wish to attend are expected to make up any time of work missed within the same work shift.
- B. Members wishing to attend meetings must notify their supervisor five (5) work days in advance, where possible, of the meetings. Members attending must record time out and time back in on payroll work sheets. Members will be permitted to attend the meeting unless there is an emergency at the job site which requires the member's presence on the job.

4.04 USE OF SCHOOL FACILITIES

The Association may use school facilities, the bulletin boards and the school mail for appropriate activities of the Association with prior approval of the building principal or the Superintendent. A copy of material distributed through the school mail or placed in employees' school mailboxes shall be provided to the Superintendent at the time of distribution.

4.05 ACCESS TO MEMBERS

- 4.0601 The Association President or his/her designee, including the OEA Labor Relations Consultant, shall be given access to school buildings and will be permitted to confer with employees on their breaks or lunch periods and shall notify the building principal or supervisor of their presence in the building. Such visits should not interfere with the normal work duties of employees involved in such meetings.
- 4.0602 The Superintendent shall inform the Association President who is designated to hear bargaining unit concerns.

4.06 DISTRIBUTION OF CONTRACTS

- 4.0701 Each bargaining unit member shall be provided with a copy of the Contract and/or amendments as soon after ratification by both parties as possible. The cost of printing the Contract shall be equally shared by the Association and the Board. The Association will supply a copy of the Contract and/or amendments to each bargaining unit member.

- 4.0702 The Board will supply the Association President with a copy of the hire letter of each eligible member of the bargaining unit upon employment. The letter will include the place of employment and the classification.

4.07 USE OF SCHOOL E-MAIL SYSTEM

The Association may use the e-mail system without cost to the Association provided it does so in accordance with the Board computer access policy. All full-time members of the bargaining unit shall have access to the e-mail system.

**ARTICLE 5:
EMPLOYEE EVALUATION**

5.01 EVALUATION SCHEDULE

- 5.0101 The evaluation of bargaining unit members covered by this agreement whose work year coincides with the school year shall be completed not later than May 30 of each year. The evaluation of all other employees shall be completed by June 30 of each year.
- 5.0102 Members of the bargaining unit who are new shall be evaluated twice during the probationary period. The first such evaluation shall be completed within six (6) months of the start of employment. The second evaluation shall be completed not later than two (2) weeks prior to the employee's first anniversary date.

5.02 EVALUATION RECORDS

- 5.0201 A copy of each evaluation form shall be reviewed with the employee with a copy given to the employee at the conclusion of the evaluation session. Each supervisor and employee shall sign the evaluation form. The signatures by either party does not constitute approval or disapproval of the evaluation, but only that the evaluation has been reviewed.
- 5.0202 An employee may present written comments which shall be dated and entered as an attachment to the evaluation form.
- 5.0203 An employee may review his/her personnel file folder, so long as he/she does not remove any pertinent or vital information. The personnel file must be reviewed by an employee in the presence of a Human Resource Office employee, or designee of the Superintendent of Schools.
- 5.0204 Any record of a disciplinary nature, placed in an employee's file folder, shall be dated and signed by the supervisor or administrator completing the record with a copy forwarded to the employee so affected.

5.03 ASSOCIATION REPRESENTATION

The employee shall have the right to be accompanied at a meeting for an evaluation appeal by a representative of the Association.

**ARTICLE 6:
EMPLOYMENT PRACTICES**

6.01 PROBATIONARY PERIOD

- 6.0101 All new employees shall serve a probationary period of one (1) year of work before receiving a seniority status. No hiring is final until the employee has satisfactorily completed his/her probationary period. The Board may terminate a probationary employee at any time during the employee's probationary period for any reason in the sole and exclusive discretion of the Board, and if any such employee is terminated, neither the employee nor the Association shall have the right to challenge the termination under the grievance and arbitration procedure of this Master Contract, or any other provision of this Master Contract.
- 6.0102 If an employee is retained beyond his/her probationary period, the employee's overall seniority shall date back to his/her most recent date of hire.
- 6.0103 If an employee is terminated after completing the probationary period, the employee may appeal using the grievance procedure, contained in this Master Contract.
- 6.0104 The provisions of Section 6.01 shall supersede and replace the conflicting provisions of 3319.081 of the Ohio Revised Code.

6.02 SENIORITY

- 6.0201 The principle of seniority as hereinafter defined, shall prevail for transfers, layoffs, job bids, shift preference, vacations, overtime, and personal leave.
- 6.0202 District Seniority
- District seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's initial date of hire by the Board which shall exclude any interruptions caused by voluntary resignation, nonrenewal, retirement or termination.
- 6.0203 Job Classification Seniority
- Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's initial date of entry into such job classification.
- 6.0204 Substitute Employees
- Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time or employees subject to the terms of this Master Contract. Only full-time or regular short-hour employees shall accumulate seniority.
- 6.0205 Seniority List

- A. A seniority list will be sent to the Association President by September 1 of each school year. For the purpose of this Article, the classifications shall be:

Cafeteria
Classroom Aide
Custodial
Health Clinic Assistant
Library Aide
Maintenance
Secretarial

- B. This seniority list will clearly by category delineate both the district and job classification seniority dates of each bargaining unit employee.

6.0206 If two (2) or more employees have an identical seniority date, date of application shall be used in determining order of seniority.

6.03 PROMOTIONS AND TRANSFERS

6.0301 When vacancies occur in the following classifications, those vacancies will be filled according to the procedures outlined in this provision:

- A. Cafeteria
B. Classroom Aide
C. Custodial
D. Health Clinic Assistant
E. Library Aide
F. Maintenance
G. Secretarial

6.0302 A vacancy within the meaning of this Article is defined as any opening resulting from the death, resignation, termination, retirement, non-renewal or transfer of an employee which the Board decides to fill, or any newly created position. Any position which the Board chooses not to fill should first be brought before the labor management committee for discussion as to why the position is not to be filled.

6.0303 A. In making promotions and transfers for the purpose of filling vacancies (within the bargaining unit), the vacancies will be posted for five (5) working days. During such period, employees may apply for the posted job. When there are two or more applicants for the vacancy employed in positions with the same job description applicable to the vacant position, the vacant position shall be filled on the basis of the applicant's seniority and attendance record. That is, a less senior applicant may be awarded the position if the less senior applicant's attendance record is measurably better than the more senior applicant's record.

- B. An applicant's attendance record for a transfer shall be considered if the applicant's attendance record in the two (2) years (or less if the applicant has been employed for less than two (2) years) preceding the opening of the vacancy shows a pattern of sick leave usage in excess of five (5) days per year. Sick leave days used for illness, injury or pregnancy/child birth requiring professional medical care shall not be considered for purposes of this Section provided the employee provides written medical verification of medical treatment during the period of the sick leave usage.
 - C. During the term of this Master Contract, no full-time, regularly scheduled position will have its regularly scheduled hours reduced for the purpose of splitting one (1) position into two (2) positions in order to avoid the payment of benefits for that position.
- 6.0304
- A. When there are no applicants employed in positions with the same job description applicable to the vacant position, the vacancy shall be awarded to the applicant (without regard to whether the person is currently employed or not employed by the Board) who best meets the qualifications/experience for that position. When two or more applicants equally meet the qualifications/experience for that vacant position, the position shall be awarded on the basis of seniority. An applicant's attendance record may be taken into account in considering the applicant's qualifications for that position.
 - B. All posted bargaining unit positions shall be filled within twenty (20) days of the closing of the date or posting provided there are qualified applicants for the position. A posted bargaining unit position shall be filled within ten (10) days of the closing date for posting for lateral moves. The Association President will be notified if a vacancy is not filled within twenty (20) days.
- 6.0305
- The employee filling a vacancy within the bargaining unit under this Article shall be allowed a reasonable training period, if necessary. Said training period shall be for twenty (20) work days, unless a lateral move is involved (e.g. custodian in one building to custodian in another building). The training period for a lateral move shall not exceed five (5) days. If during this trial period the employee is unable to fill the position satisfactorily, or if the employee rejects the position, the employee shall be returned to his/her former job without loss of seniority rights previously accrued.
- 6.0306
- Job postings shall contain: date of posting, posting deadline, qualifications, location, department, hours of work, and months of employment.
- 6.0307
- In the event an applicant with greater seniority is not awarded the job, upon written request, the employee with the greater seniority will be furnished with a letter stating the reasons of the rejection.

- 6.0308 Employees wishing to be considered for substitute guard duty work shall indicate the same in writing to the building and grounds supervisor by the first day of school. The list of employees signing up shall be provided to the Association President by September 15. When guard duty work becomes available as a result of the absence of a regularly scheduled guard, such substitute guard duty work shall be assigned on a rotating basis beginning with the most senior employee and continuing in order of seniority, to those employees who have signed up for such work. An employee who has signed up for such work but who refuses to accept such work when offered shall go to the bottom of the seniority list. An employee who refuses twice in one (1) year shall be dropped from the list.

6.04 INVOLUNTARY TRANSFERS

- 6.0401 In the event it is necessary to transfer employees as the school district's staffing needs and the efficient operating of the school district's programs may require, the following guidelines will apply:
- A. Transfer - A change in building or shift assignment, or a position within the same classification but with a different job description.
 - B. A transferred employee will be provided the reasons for the transfer. The reasons for the transfer shall not be arbitrary or capricious.
 - C. An involuntarily transferred employee shall retain his/her current rate of pay.
 - D. When the reason for the transfer is not related to a specific employee(s), and/or when qualifications are not a factor, volunteers will be solicited to accomplish the transfer. If the transfer cannot be accomplished with volunteers, the least senior employee(s) in the classification affected will be transferred in reverse seniority order.
 - E. If an employee's assigned position is eliminated, that employee may displace the least senior employee in that classification. Should that occur the employee whose job is eliminated will suffer no loss in pay rate when exercising this bumping right. Any employee "bumped" as a result of this section will be subject to the rules of Section 6.05.

6.05 LAYOFF-RECALL

- 6.0501 Whenever layoff becomes necessary in a job classification, the following procedure shall govern:
- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.

- B. Whenever it becomes necessary to layoff employees for reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, date of application shall be used in determining order of seniority. Application date for substitute service shall not be considered as a tie breaker. If order of seniority is not resolved through date of application, then the member with the lowest last four digits of his/her social security number shall be considered more senior.
- 6.0502 The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
- A. Cafeteria
 - B. Classroom Aide
 - C. Custodial
 - D. Health Clinic Assistant
 - E. Library Aide
 - F. Maintenance
 - G. Secretarial
- 6.0503 The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, the employees on probation shall be laid off before any employee in that classification employed under a continuing status is laid off.
- 6.0504 Twenty (20) days prior to the effective day of layoffs, the Board shall prepare and send to the Association President a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. The Association and each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
- A. Reasons for the layoff or reduction.
 - B. The effective date of layoff.
 - C. A statement advising the employee of their rights of reinstatement from the layoff.
- 6.0505 For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the name of all employees who are laid off shall be placed on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.
- A. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by 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 list.
 - B. The employee's name shall remain on the recall 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.

- C. The notice of reinstatement shall be made by certified mail. The employee shall be responsible for updating the Board on any change of address. The Board has fulfilled its responsibility herein by sending a written notice of vacancy to an employee on the list by certified mail at the last address left by the employee. Unclaimed, refused, or non-deliverable notices as well as failure to respond within ten (10) work days of posting of the notice shall constitute a refusal of the vacancy.

- 6.0506 In the event it is necessary to reduce the number of hours of employees in any classification, the employees affected shall be reduced by classification seniority.
- 6.0507 In the event of layoff by job classification, an employee so affected shall have the right to automatically return to his/her previous area of classification. In such an instance, district seniority shall prevail.
- 6.0508 The provisions of Section 6.05 Layoff-Recall shall supersede and replace ORC 3319.081.

6.06 BARGAINING UNIT WORK

In the event a layoff becomes necessary, the Board agrees that non-bargaining unit employees will not be used to replace laid-off bargaining unit employees.

6.07 JOB DESCRIPTIONS

- 6.0701 The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in, under this Master Contract. The Association shall be furnished a copy of each job description for each job classification employees are employed in, under this Master Contract.
- 6.0702 Prior to the Board making a change in any job description for any job classification in which employees are employed, under this Master Contract, the Board shall first notify the Association of and provide the Association an opportunity for input with respect to such change and the effective date of the change.
- 6.0703 A copy of all changed job descriptions for the bargaining unit shall be provided to the OEA Labor Relations Consultant by October 1 of each year.

6.08 **PERSONNEL FILES**

- 6.0801 To the extent permitted by law, personnel files shall be considered strictly confidential.
- 6.0802 Upon reasonable advance request, individual staff members shall be able to review their personnel files in the presence of a Human Resource employee. The staff members shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.
- 6.0803 In addition to the individual staff employees, the individual members of the Board, Superintendent, and building principals directly related to supervision of that staff member shall have access to such personnel files.
- 6.0804 Prior to placing an evaluation, complimentary or derogatory material in a staff member's file, said staff member shall be provided the opportunity to read and initial the material. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material. The initials or signature of a staff member shall not constitute agreement with the contents of the file material.
- 6.0805 Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.
- 6.0806 Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.
- 6.0807 Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.
- 6.0808 Reprimands placed in the personnel file shall be removed in accordance to the provisions set forth in the reprimand policy of this Master Contract.
- 6.0809 Staff members may submit letters of merit which shall be placed in their file.
- 6.0810 Any employee who challenges the materials, except for the employee's evaluation, placed in his/her personnel file shall have the right to have an investigation conducted of such materials in accordance with Chapter 1347 of the Ohio Revised Code. In the event the employee disagrees with the findings of the investigation, the employee shall have the right to file a grievance.

6.09 **HEALTH AND INJURY**

- 6.0901 Should the Board require a physical examination as a condition of continued employment, the cost of the physical examination shall be at the expense of the Board and performed by a physician selected by the Board.

- 6.0902 An injury incurred while performing assigned responsibilities must be reported via the District's Public School Works on-line software, and verbally reported to the employee's supervisor at the time of the injury but no later than eight (8) hours after the employee's knowledge of the injury unless the injury prohibits same. In addition, if the injury occurs during the second shift or later on either a Friday or the day preceding a day in which the school is closed, then the employee will verbally report the injury to his/her supervisor within the above timelines, and will file an on-line report the next business day. In cases in which the injury prohibits reporting within the above timelines, or is not known within these timelines, the injured employee shall make arrangements for someone else to notify the employee's supervisor.
- 6.0903 Employees shall not be required to perform duties which are unsafe or under unsafe conditions.
- 6.0904 If an employee chooses to receive a Hepatitis B and/or Tetanus Immunization the Board will reimburse the employee for his/her insurance co-payment. The employee shall submit the receipts directly to the Treasurer's office for reimbursement.

6.10 LABOR-MANAGEMENT MEETINGS

The parties to this Master Contract shall have labor-management committee meetings, which may include the OEA Labor Relations Consultant, at least every six (6) months or more often by mutual agreement, for the purpose of general discussion regarding mutual problems and concerns of each party.

6.11 MILEAGE

Any bargaining unit employee who is required to use his/her personal automobile for school district business, at the direction of the Superintendent or designee, shall be reimbursed by the Board at the IRS reimbursement rate as of April 1 which shall be the rate paid for the succeeding twelve (12) months. Employees shall not be reimbursed for their routine commuting between home and school.

6.12 ADMINISTERING MEDICATION

The responsibilities and duties of bargaining unit members covered by this Master Contract with respect to the administering of medication to students shall be as set forth in Board policy adopted in accordance with and in compliance with ORC 3317.713.

6.13 RELEASED TIME FOR MEALS

All employees working more than five (5) consecutive hours per day shall be entitled to one-half (½) hour of release time without pay for a meal at a time to be determined by the employee's supervisor. As long as the security of the premises has been provided for, the employee will be allowed to leave the premises or may retire to an area within the assigned building which is apart from the designated work station.

6.14 **BREAKS**

6.1401 All full-time clerical, custodial and maintenance employees shall be entitled to two (2) fifteen (15) minute breaks per day. Said breaks are to be taken at a time approved by the supervisor.

6.1402 Full-time (5 hours or more) cafeteria workers may be afforded one morning break at the discretion of the cafeteria manager.

6.15 **UNIFORMS**

The Board shall provide five (5) shirts per year for the length of the Contract for maintenance employees. Shirts must be worn every day and be clean. Disposable coveralls will be available on each maintenance work truck.

6.16 **CUSTODIAN SUBSTITUTES**

When a custodian is on vacation during the student school year, the supervisor will attempt to secure a substitute.

6.17 **MASTER KEYS**

Skilled maintenance workers shall be provided master keys and key codes to all district buildings.

**ARTICLE 7:
DISCIPLINARY ACTION**

7.01 PROGRESSIVE DISCIPLINE

The Board shall have the right to discipline, including suspension and/or discharge, for proper cause. The Board agrees that, in general, it will follow the principles of progressive discipline with respect to occurrences other than those listed below, that is, an employee cannot be suspended for an offense unless he has first received a written warning for the same offense and an employee cannot be discharged for an offense unless he has first been suspended for the same offense. In imposing discipline on a current charge, the Board will not take into account any prior written warning which occurred more than two (2) years prior to the current charge, or a prior suspension which occurred more than two (2) years prior to the current charge, unless the employee has accumulated other warnings or suspensions during the two-year period.

7.02 DISCIPLINARY HEARING

Before a discharge or suspension of any employee covered by this Master Contract becomes effective, a hearing shall be held at which the employee may present his case. The employee and the Association shall be notified of the reason for the suspension or discharge. In the case of suspension, the hearing shall be before the Superintendent and take place no later than three (3) days following receipt of such notice. In the case of discharge, the hearing shall be before the Board at its next regular meeting. Until the conclusion of said hearing, the employee affected shall be considered to be on suspension. In the event no hearing is requested, or is not requested within the time limit set forth herein, said suspension shall be converted to a discharge effective as of the date of suspension. At such hearing the employee affected may be represented by one or more members of the grievance committee and/or the Association. The employee shall be given a reasonable opportunity to present evidence on his behalf.

7.03 REPRESENTATION

When an employee is called before management for any discussion that may lead to or result in disciplinary action against such employee, the steward will be permitted to be present if the employee so desires. The management shall advise said employee of his/her rights under this Section.

7.04 SERIOUS OFFENSES

7.0401 Notwithstanding any of the above, it is understood that the above disciplinary steps do not apply to the more serious offenses and conduct listed below:

- A. Insubordination, refusal to obey orders or instructions as issued by management and refusal to perform assigned work. Conflicting orders or instructions shall be applied by ranking supervision.
- B. Bringing intoxicants or controlled substances into, or consuming same, in

the Board's vehicles and buildings, or being under the influence of same while at work.

- C. Fighting during working hours or the use of insulting or abusive language toward the public.
- D. Dishonesty or stealing, either from the Board or its employees, and forging or falsifying time cards and other documents and/or reports.
- E. Causing injury to a fellow employee or destruction of a fellow employee's property or Board property through deliberate action or gross negligence.
- F. Any willful violation of safety rules and regulations.
- G. Immoral conduct.
- H. Offenses similar in nature to the offenses listed above for which in the judgment of the Superintendent the progressive discipline procedure is not appropriate.

7.0402 Violation of any of the above mentioned items may be cause for immediate suspension or dismissal.

7.05 FILING A GRIEVANCE

7.0501 Any employee claiming that he has been disciplined or discharged without cause must present a grievance in writing within five (5) working days after such disciplinary action was taken, or his claim will be waived. Said grievance on suspension and discharge shall be submitted at Step Three of the grievance procedure. Grievances challenging written reprimands shall begin at Step One of the grievance procedure and may be processed through Step Two of the grievance procedure.

7.0502 In the event a grievance over the suspension or discharge of an employee is taken to arbitration, the arbitrator's decision shall be binding on all parties, provided, however, that the arbitrator shall be limited to determining, in the case where the disciplinary action involved was taken under the progressive discipline provisions of this Master Contract, that said progressive discipline provisions were followed and that the event or incident upon which the disciplinary action being taken is based occurred; or determining, in the case where the disciplinary action is being taken for one of the reasons set forth in this Master Contract as grounds for immediate suspension or discharge, that the event or incident upon which the disciplinary action is based occurred.

7.06 WITHOUT JUST CAUSE

Should it be determined that any employee was disciplined or discharged without just cause, he shall be restored to his former status. In the event back pay is awarded, the Board shall have the right to credit against any back pay awarded any earnings, compensation or remuneration received by the employee from any source during the period involved.

**ARTICLE 8:
LEAVES OF ABSENCE**

8.01 PROCEDURE

- 8.0101 Upon a written request, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. Employees granted such leaves shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.
- 8.0102 All leaves must be approved in writing, by the Superintendent or designee. Advance notice may be waived in cases of extreme emergency. All requests for leaves under this Article must be in writing and must specify the details which make the leave necessary.

8.02 MILITARY LEAVE

Military leave shall be granted in accordance with Section 3319.085, Ohio Revised Code. National Guard Duty and Reserve Leave shall be granted in accordance with Sections 5903.08, 5923.05, and 124.29, Ohio Revised Code.

8.03 ASSAULT LEAVE

- 8.0301 An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon said employee, which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall, subject to the approval of the Superintendent, be granted up to eighteen (18) working days of assault leave. During such assault leave, said employee shall be maintained on full pay status.
- 8.0302 Assault Leave will not be granted under this policy unless said employee: (1) Has signed a written statement justifying the granting and use of assault leave; (2) Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; (3) Agrees to file criminal charges against the person or persons involved. Falsification of these statements shall be grounds for suspension or termination of employment.

8.04 CHILD CARE LEAVE

Upon the request of any bargaining unit employee, a leave of absence without pay may be granted for up to one (1) year for care of a newborn infant or adoption of a minor child.

8.05 **PROFESSIONAL LEAVE**

- 8.0501 Employees who are required to attend training, seminars, workshops, conferences related to their assignments shall be reimbursed for travel at district rate, lodging and registration.
- 8.0502 The Superintendent or designee may grant such leave based upon attendance having direct relationship to the member's responsibilities.
- 8.0503 Requests for professional leave will be submitted on the Professional Assignment Request Form to the Director of Operations.

8.06 **SICK LEAVE**

- 8.0601 Employees covered by this Master Contract shall be entitled to sick leave with pay of one and one-fourth (1¼) days per month. Unused sick leave may accumulate to the following amounts:
 - A. 260 days for all nine (9) month employees
 - B. 285 days for all eleven (11) month employees
 - C. 310 days for all twelve (12) month employees
- 8.0602 A. Sick leave will be granted 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. For purposes of this Article, an employee's immediate family shall include spouses, children, grandchildren, parents, spouse's parents, domestic partners, grandparents, brother, sister, aunts and uncles. Upon approval of the Superintendent, an employee may be granted sick leave for other purposes.
 - B. A maximum of five (5) days of paid sick leave may be granted to an employee when such absence is necessitated by the death of a member of his/her immediate family. The Superintendent in his/her discretion may approve up to five (5) additional days to attend the funeral.
- 8.0603 An employee requesting the use of paid sick leave and/or using paid sick leave for four (4) days or more may be required to furnish a doctor's statement to justify the use of such sick leave.
- 8.0604 The Board Treasurer shall notify each member of the bargaining unit on or before September 15 of each year of the number of days of sick leave accumulated by that member of the bargaining unit.
- 8.0605 Abuse of sick leave may be grounds for disciplinary action up to and including termination.

8.07 **PERSONAL LEAVE**

- 8.0701 Personal leave may be used for purposes necessary to the welfare of employees of the bargaining unit, but cannot be used in lieu of sick leave or to extend other leave or vacation.
- 8.0702 Three (3) days of personal leave shall be granted per school year (July through June). The written personal leave request is to be completed and given to the building administration by the employee no less than three (3) days prior to the time personal leave is needed, except in an emergency situation. The building administrator shall then forward the request to the administrative person in charge of personnel.
- 8.0703 Only ten percent (10%) of the school buildings classified staff will be given personal leave on the same day. If employees want the same day, personal leave will be granted on a first-come first served basis.
- 8.0704 Personal leave shall not be taken the day before the beginning of the employee's vacation period, holiday or professional leave or the day after the employee's vacation period, holiday or professional leave. Personal leave shall also not be granted for days scheduled as in-service, conference days or the first ten (10) days of the school year except for reasons set forth below. Exceptions to these prohibitions may be made by the Superintendent or his/her designee on a case-by-case basis. Beginning on June 1 and continuing until July 31 each year, personal leave shall only be used for the following reasons:
- A. Accident or catastrophe involving family property.
 - B. Court appearance as litigant or witness
 - C. Observance of religious holidays where total abstinence from work is required.
 - D. Attendance at graduation exercises or other ceremony honoring the employee, the employee's spouse or the employee's child.
 - E. The wedding of the employee or his/her attendance at the wedding of the employee's child.
 - F. A wedding trip of the employee.
 - G. Attendance at funerals of persons not within the immediate family.
 - H. Arranging for the purchase or sale of the employee's residence.
 - I. Appointment with an attorney.
 - J. Urgent personal problems of the employee's immediate family.
 - K. Extension of sick leave after exhaustion of accumulated sick leave.
 - L. Appointment with SERS or other state retirement system.

- M. Attendance at a professional Association meeting as an official representative.
- N. Other personal business not covered by the above as approved by the administrative person in charge of personnel.

8.0705 Unused personal leave shall be rolled over into the member's sick leave accumulation to the maximum sick leave accumulation allowed by the Contract.

8.08 JURY DUTY

When an employee is called for jury service, or is subpoenaed to court, he/she shall give his/her supervisor proper notice and the Board will reimburse the employee his/her regular pay. The employee shall surrender his/her per diem, excluding transportation, meals, and room, for court services to the Board Treasurer. It is the responsibility of the employee to collect for his/her services and remit the amount to the Board Treasurer no later than the next pay period after the last day of jury service or court appearance.

**ARTICLE 9:
SALARY AND FRINGE BENEFITS**

9.01 SALARY SCHEDULES

9.0101 Salary schedules in effect shall be designated as Appendix C-1 through C-7 attached hereto and made a part hereof, calculated as follows:

A. Zero percent (0%) on all salary schedules effective July 1, 2013 through July 31, 2014 for the 2013/2014 contract year. Step movement is frozen for the contract year. (Salary schedules attached)

9.0102 The stipends for the elementary, middle and high school secretaries appointed as cashiers shall be increased annually by the same percentages as the base pay for the classification is increased.

9.0103 The following cashier stipends remain in effect for the 2013-2014 contract year:

High School	\$1,900
Middle School	\$1,600
Elementary School	\$1,300

9.02 SALARY NOTICES

9.0201 A salary notice shall be given to each employee covered by this agreement no later than July 1.

9.0202 The salary notice shall include the following information:

- A. The employee's hourly rate of pay.
- B. The employee's projected annual compensation.
- C. The regular number of workdays, including paid holidays, in the employee's work year.
- D. The regular number of work hours in the employee's workday.
- E. The employee's classification.
- F. The step on which the employee is placed on the salary schedule.

9.03 PAY PERIODS

9.0303 Employees shall be paid their wages bi-weekly via direct deposit as follows:

- A. 12 month employees..... 26 pay periods
- B. 11 month employees..... 26 pay periods
- C. 10 month employees..... 26 pay periods

D. 9 month employees.....26 pay periods

9.0304 if a normal pay date falls on a holiday, the paycheck will be issued on the preceding workday.

9.04 CALAMITY DAYS

9.0401 Each employee required to work on a day when the schools are closed because of calamity, including days when heat, air conditioning and water are off in the building(s), shall receive vacation time for said work to a maximum of four (4) days per year, per employee. Custodial work required on calamity days shall be scheduled as far as practicable on a rotating seniority basis. Secretarial work required on calamity days shall be scheduled as far as practicable between eleven (11) and twelve (12) month secretarial employees on a rotating seniority basis.

9.0402 When the School District's opening is delayed due to inclement weather, those employees who do not have a crucial role to play in the opening of school (i.e. secretaries, paraprofessionals, and health clinic assistants) shall be permitted to report one hour prior to the start of school. Custodial, maintenance, food service and those other employees that the administration deems necessary to the opening of school shall report to work as close to their normal reporting time as is safely possible.

9.05 VACATIONS

9.0501 Employees covered by this Master Contract who are in service twelve (12) full months, shall be granted a vacation with pay as follows:

- A. After one (1) year of continuous service2 weeks
- B. After ten (10) years of continuous service.....3 weeks
- C. After fifteen (15) years of continuous service.....4 weeks

9.0502 Employees covered by this Master Contract who are in-service less than twelve (12) full months, but not less than eleven (11) full months in each calendar year, shall be granted a vacation with pay as follows:

- A. After one (1) year of continuous employment2 weeks
- B. After ten (10) years of continuous employment 3 weeks
- C. After twenty (20) years of continuous employment 4 weeks

9.0503 A. Vacation will be earned on a pro-rated monthly basis starting at the date of hire. The accumulation of vacation leave will be reflected on the employee's pay stub.

B. Eligible employees working more than one hundred twenty (120) days in a contract year will be credited with a year of continuous service for a vacation "move up" credit.

C. Employees will move up on July 1.

D. Eligible employees under contract as of July 1, 2005 will not be negatively impacted by the one hundred twenty (120) day credit stipulation.

9.0504 Employees who are laid-off, retired or die, or are discharged, after earning their vacation, but who have not taken such vacation, shall receive their vacation pay earned. However, if an employee who is in the final year of employment uses excessive sick leave (defined as usage of more than one (1) sick leave day per month over the final year of the employee's contract) prior to retiring, then all sick leave days used above (1) day per month will be converted to vacation days used. For example, a nine (9) month employee who uses twelve (12) sick leave days in the final year of his/her contract would use nine (9) sick leave days and three (3) vacation leave days. Sick leave days used for illness, injury or pregnancy/child birth requiring professional medical care shall not be considered for purposes of this Section provided the employee provides written verification of medical treatment during the period of sick leave usage.

9.0505 A. It is understood and agreed to by the parties that vacations normally must be scheduled during those periods of the year when school is not in session, e.g. the summer break between school years, Christmas break, spring break. Employees shall notify the administration no later than April 1, of the time period which they wish to take as their vacation. The administration will endeavor to grant vacation at the time the employee specified as preference, insofar as it is possible to do so in accordance with the staffing needs and the work load of the School District. In cases of conflict the employee with greater seniority shall be given preference, provided the employee has submitted his vacation schedule prior to April 1. Vacation requests received after April 1 shall be on a first come-first serve basis. It is understood that the number of employees allowed to go on vacation during any one time period will be determined by the administration, and the administration reserves the right to arrange vacation schedules in accordance with the needs of the school district.

B. When a head custodian receives a vacation request, he or she shall review the request for approval. If the request is not approved the head custodian shall write on the form the reason for denial. The head custodian shall immediately forward the form to the office of personnel for review by the Director of Human Resources. Upon request, the Director of Human Resources shall counsel with the member of the bargaining unit about why the leave was denied.

C. Vacation cannot be taken in advance of earning vacation credit and must be taken in the contract year earned. Contract years defined for purposes of this Article are:

11 Month Employee
August 1 - June 30

12 Month Employee
July 1 - June 30

9.0506 A. It is the intent of the parties to this Master Contract that employees shall take their vacation and not draw pay in lieu thereof. Vacations cannot be accumulated from year to year.

- B. However, because it may be difficult to have all vacation earned in a contract year approved, any unused vacation may be carried over until December 31 of the next contract year. If any vacation accumulation still remains after December 31 the employee loses the unused vacation.

9.0507 An eligible employee on an approved vacation during a scheduled holiday shall receive holiday pay provided he worked his last scheduled workday prior to his vacation and his first scheduled workday following his vacation.

9.06 HOLIDAYS

9.0601 The following days shall be considered holidays:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Veteran's Day
- H. Thanksgiving Day
- I. Christmas Day

9.0602 Employees covered by this Master Contract shall be paid for holidays not worked on the basis of the employee's straight time hourly rate.

9.0603 Holiday pay will not be paid when Veteran's Day falls on a Saturday or Sunday.

9.0604 A holiday falling on a Saturday shall be observed on the Friday preceding the holiday. A holiday falling on a Sunday shall be observed on the Monday following the holiday.

9.0605 In order to qualify for pay for holidays not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday unless his absence is excused because of vacation, injury or illness, or other excused absence. A doctor's excuse for personal illness or injury may be required.

9.0606 For pay purposes of Good Friday and the Friday after Thanksgiving, these days will be treated in accordance with past practice.

9.0607 A holiday which falls within the normal work week will be considered as hours worked for the purpose of computing overtime for that week, as long as the holiday is recognized.

9.07 HOURS OF WORK AND OVERTIME

9.0701 Employees covered by this Master Contract shall be paid one and one-half (1½) times the regular straight time hourly rate for all hours worked in excess of forty (40) in any work week.

9.0702 Employees not regularly scheduled to work on Saturday, Sunday or a holiday,

who are called into work, shall be guaranteed a minimum of three (3) hours work and shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for all such hours worked on Saturday, Sunday and/or a holiday. Employees who accept work assignments on Saturday, Sunday or a holiday are required to work the minimum number of guaranteed hours.

- 9.0703 A. When, as the result of the use of school buildings or grounds by groups or organizations (regardless of whether school sponsored), outside the normal school day, work becomes available which cannot be performed by employees in the normal course of their regularly scheduled duties and work hours, such work shall be offered to employees assigned to the building in the job classification which would normally perform such work. Such work shall be offered to such employees on a rotating basis starting in order of seniority. If the hours of work when added to the regular work schedule of the employee affected exceed forty (40), the employee shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours for that week.
- B. A list of special events scheduled to be held in the high schools and/or middle schools shall be posted weekly by Wednesday in a visible location within each building for inspection by employees.
- C. Employees shall be assigned overtime resulting from these special events no later than forty-eight (48) hours before the event. If for some reason the supervisor cannot offer the overtime within the aforementioned forty-eight (48) hours, the overtime shall be offered as soon as reasonably possible. Employees who decline overtime when offered will be credited with such hours offered just as though they had worked the hours offered to them.
- 9.0704 So far as is practicable, opportunities to work overtime (in a particular job classification), including emergency work, but not such work as is described in Section 9.0703 above, shall be distributed as equally as possible among the employees in that job classification, provided the employees are fully qualified to perform the overtime work required. Employees who decline overtime when they are offered, will be credited with such hours offered just as though they had worked the hours offered to them.
- 9.0705 A holiday which falls within the normal work week will be considered as hours worked for the purpose of calculating overtime. Paid sick and personal leave shall be considered as hours worked for the purpose of calculating overtime.
- 9.0706 Employees shall have the option of taking compensatory time off in lieu of overtime pay, at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked, in accordance with the provisions of the Fair Labor Standards Act as amended. A maximum of forty (40) hours of compensatory time may be accumulated. An employee's immediate supervisor must approve the taking of compensatory time before such time can be taken. In the event the operational needs of the school district prevent an employee from taking compensatory time within ninety (90) days of the date such time was earned, the employee shall be paid for the overtime hours work applicable to such compensatory time in the next pay period. This section is

applicable only to work performed in Section 9.0704 above.

9.08 **TEMPORARY JOB ASSIGNMENTS**

- 9.0801 When it is deemed necessary, employees may be temporarily assigned jobs other than their regular jobs. Temporary assignments shall be rotated in each classification among those in each building qualified to fulfill them.
- 9.0802 An employee who is working in a classification outside his/her classification for more than three (3) consecutive days, shall be paid the rate of that classification on the same step as his/her regular classification.
- 9.0803 An employee performing work in a lower-rated job shall continue to receive his/her regular rate. In no case shall an employee temporarily assigned to a job other than his/her regular job, be required to receive a rate less than his/her regular wage rate.
- 9.0804 Any classification temporarily filled for thirty (30) consecutive working days, shall be posted for bid and filled as though there were a permanent vacancy in the classification.
- 9.0805 When a custodian is assigned to perform the duties of a head custodian, the custodian shall receive the head custodian rate of pay from the first day worked in the head custodian position.

9.09 **SEVERANCE PAY**

- 9.0901 Each employee covered by this Master Contract, upon retirement under the Public Schools Employees Retirement System of Ohio, shall be entitled to receive as severance pay, an amount equal to one fourth (¼) of his/her accumulated sick leave to a maximum of sixty-one (61) days for 2011-2012 and 2012-2013.
- 9.0902 The amount to be paid an employee will be the computed daily rate of the employee at the time of retirement times the number of days of severance pay due the employee.
- 9.0903 By receiving payment of this unused sick leave, an employee would forfeit all accrued and unused sick leave at the time of retirement. Should the employee elect to give up retirement and return to full-time employment, the employee would be credited with zero days of accrued sick leave. Substitute work would not be affected.
- 9.0904 An employee must actually retire from the School Employee's Retirement System before being eligible for severance pay benefits.

9.10 INSURANCE COVERAGE

- 9.1001 The Board will continue to provide the current health insurance plan for the length of the agreement or equivalent coverage. The plan options shall be as follows: (a) the Anthem Blue 5.0 PPO plan (or another plan with equivalent coverage); or (b) a high deductible plan with an embedded Health Savings Account.

- 9.1002 For bargaining unit members hired prior to July 1, 1991 who work 30 hours or more per week, the Board shall pay eighty-four percent (84%) of the premium for this coverage.

- 9.1003 For bargaining unit members hired after July 1, 1991 who work 25 to 29.99 hours per week, the Board shall pay sixty-eight and one half percent (68.5%) of that premium paid by the Board for employees who work 30 hours or more per week.

- 9.1004 For all bargaining unit members hired after July 1, 1991 who work 20 to 24.99 hours per week, the Board shall pay fifty percent (50%) of that premium paid by the Board for employees who work 30 hours or more per week.

- 9.1005 Employees hired before July 1, 1991 shall have the level of benefits paid for by the Board grandfathered at current levels.

- 9.1006 A. A West Clermont Insurance Committee shall be established comprised of nine (9) members: three (3) members from West Clermont HOPE, three (3) members from West Clermont Education Association and three (3) members representing the Board. The Committee shall meet annually with insurance consultants engaged by the Board of Education to review all aspects of the health insurance plan provided or to be provided by the Board, including but not limited to insurance carrier, plan options, co-pays and costs of plans.

 B. The Insurance Committee shall review health insurance plan options in conjunction with the applicable provisions of the Master Contract regarding health insurance to determine the health insurance plan to be implemented by the Board.

 C. If the Insurance Committee cannot agree upon a modification to the health insurance plan, then the current health insurance plan or available equivalency shall be implemented by the Board. If health care costs exceed ten percent (10%), the Board and the employee shall share the excess costs 50/50.

9.11 PRESCRIPTION DRUG PLAN

The health insurance plan provided by the Board shall include prescription drug coverage.

9.12 DENTAL INSURANCE

The Board shall pay eighty-four percent (84%) of the premium for the dental plan presently in effect or its equivalent.

9.13 LIFE INSURANCE

The Board shall provide fifty thousand dollars (\$50,000) term life insurance for all employees in the bargaining unit with the full cost being paid by the Board.

9.14 SCHOOL EMPLOYEES RETIREMENT SYSTEM

Contributions to SERS will continue to be treated as an annuity for all bargaining unit members.

**ARTICLE 10:
CONCLUSION**

10.01 SAVINGS CLAUSE

- 10.0101 If, during the life of this Master Contract, there exists an applicable law or any applicable rule, regulation or order issued by any governmental authority other than the Board, which shall render invalid or restrain compliance with or enforcement of any provision of this Master Contract, such provision shall be immediately suspended and be of no effect thereafter so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part of portion of this Master Contract shall not invalidate any other remaining portions of this Master Contract which shall continue in full force and effect.
- 10.0102 In the event of suspension or invalidation of any provision of this Master Contract, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision.
- 10.0103 Where this Master Contract makes no specification about a matter, the Board and the Association is subject to all applicable state or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for the employees in the bargaining unit. (ORC 4117.10[A])

10.02 REOPENER

Requests for negotiations shall be submitted by May 1 of the final year of the agreement. The parties shall exchange initial proposals within ninety (90) days after the date of receipt of the request to negotiate.

10.03 DURATION OF CONTRACT

This Master Contract shall be in effect from August 1, 2013 through July 31, 2014, and shall renew from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to terminate, modify or negotiate a successor collective bargaining agreement, not less than one hundred twenty (120) calendar days prior to such expiration date or the expiration of any renewal thereof.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, after adoption and approval of this entire Master Contract by the Board, pursuant to Section 4117.10 (B) of the Ohio Revised Code, have set their hands and seals this 9th day of September, 2013.

WEST CLERMONT H.O.P.E./OEANE:

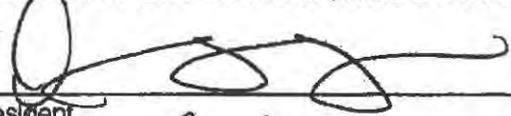


President



Treasurer

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:



President



Treasurer

WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM

Definition: A grievance is defined as any complaint by an employee, employees or the Association involving the interpretation, application or alleged violation of this Master Contract which affects an employee's condition of employment.

Name of Employee(s) _____ Date _____

Building _____

Date Grievance Occurred _____

Article(s)/Provision(s)

Violated _____

Statement of Grievance:

Relief Sought:

Signature of Employee _____ Date _____

STEP ONE

Date Received by Supervisor _____

Date of Hearing _____ Date Employee(s) Notified of Hearing _____

Disposition of Supervisor:

Signature of Supervisor _____ Date _____

Check One: I request that my grievance be forwarded to Step Two.
 I accept the above disposition.

Signature of Grievant _____ Date _____

WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM

STEP TWO

Position of Employee:

Date Received by Superintendent's Designee _____

Date of Hearing _____ Date Employee(s) Notified of Hearing _____

Disposition of Superintendent's Designee:

Signature of Administrator _____ Date _____

Check One: I request that my grievance be forwarded to Step Three.
 I accept the above disposition.

Signature of Grievant _____ Date _____

STEP THREE

Position of Employee:

Relief Sought:

Signature of Employee _____ Date _____

Date Received by Treasurer, Board of Education _____

Account# _____

APPENDIX B
WEST CLERMONT LOCAL SCHOOL DISTRICT
PROFESSIONAL ASSIGNMENT REQUEST FORM

Name of applicant _____ School _____

Title of workshop/conference or location of professional visitation _____

Attach supporting information (e.g., letter, brochure, registration form)

Date of Meeting: from _____ through _____

Meeting is (check one)

- Local
 State
 National

Location _____

School days involved _____ Substitute time required _____

*Indicate how your attendance will support or enhance your school's instructional program or improvement plan.

- | | |
|--|--|
| <input type="checkbox"/> Core Curricula | <input type="checkbox"/> High-yield instructional strategies |
| <input type="checkbox"/> Assessments | <input type="checkbox"/> Response to intervention |
| <input type="checkbox"/> 21 st Century Skills | <input type="checkbox"/> Other: _____ |

*You are expected to share what you learned with your principal and colleagues. How will you do that?

- | | |
|--|--|
| <input type="checkbox"/> Faculty Meeting | <input type="checkbox"/> Electronically |
| <input type="checkbox"/> Grade Level Meeting | <input type="checkbox"/> Just 1 Hour |
| <input type="checkbox"/> Team Meeting | <input type="checkbox"/> Principals' Meeting |
| <input type="checkbox"/> Department Meeting | <input type="checkbox"/> Other: _____ |

***REQUIRED**

Estimated Expenses	Approved by Superintendent	
Registration	\$ _____	_____
Substitute Cost	\$ _____	_____
Meals	\$ _____	_____
Lodging	\$ _____	_____
Travel	\$ _____	_____
Other (specify)	\$ _____	_____
Total	\$ _____	_____

Applicant's signature _____

Date of request _____

Principal/Supervisor's Approval _____

Important Note: Reimbursement will be made upon receipt of expenses and travel expense reimbursement claim form. Reimbursement will not exceed the approved amount.

Assistant Superintendent _____

Recommended Yes No

Approved Not approved

Superintendent's Signature _____

Distribution: White Originator
 Yellow Principal
 Pink Board Office
 Gold Superintendent

APPENDIX C-1

**WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

Custodial – Elementary

STEP	1st Shift Effective July 1, 2013	2nd Shift Effective July 1, 2013	3rd Shift Effective July 1, 2013
0	14.52	14.60	14.91
1	14.68	14.79	15.10
2	14.85	14.92	15.27
3	15.04	15.11	15.41
4	15.19	15.28	15.61
5	15.35	15.43	15.76
6	15.53	15.62	15.93
7	15.71	15.79	16.14
8	15.87	15.95	16.26
9	16.02	16.15	16.46
10	16.19	16.27	16.58
15	16.36	16.48	16.79
20	17.04	17.16	17.47

APPENDIX C-2

**WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

Custodial – Middle/High

STEP	1st Shift Effective July 1, 2013	2nd Shift Effective July 1, 2013	3rd Shift Effective July 1, 2013
0	14.85	14.92	15.27
1	15.04	15.11	15.41
2	15.19	15.28	15.61
3	15.35	15.42	15.75
4	15.53	15.62	15.93
5	15.67	15.79	16.09
6	15.87	15.95	16.26
7	15.99	16.15	16.46
8	16.19	16.27	16.58
9	16.36	16.48	16.79
10	16.52	16.60	16.94
15	16.71	16.81	17.12
20	17.39	17.48	17.80

APPENDIX C-3

**WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

Buildings & Grounds – Maintenance

STEP	Skilled Effective July 1, 2013	Unskilled Effective July 1, 2013
0	16.92	15.75
1	17.08	15.95
2	17.24	16.10
3	17.43	16.27
4	17.57	16.46
5	17.76	16.60
6	17.91	16.79
7	18.09	16.94
8	18.27	17.12
9	18.42	17.29
10	18.61	17.45
15	18.77	17.60
20	19.44	18.28

APPENDIX C-4

**WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

Cafeteria – Lunchroom Cooks

STEP	Effective August 1, 2013
0	13.13
1	13.24
2	13.41
3	13.51
4	13.70
5	13.80
6	13.96
7	14.09
8	14.23
9	14.35
10	14.50
15	14.62
20	15.30

APPENDIX C-5

**WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

Health Clinic Assistants

STEP	Effective July 1, 2013
0	13.78
1	13.93
2	14.08
3	14.20
4	14.35
5	14.48
6	14.62
7	14.77
8	14.89
9	15.07
10	15.19
15	15.31
20	15.99

APPENDIX C-6

**WEST CLERMONT LOCAL SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE**

Paraprofessional

STEP	(6½ Hours) Elementary Library Effective August 1, 2013	(6 Hours) Elementary Effective August 1, 2013	(7 Hours) Middle Library Effective August 1, 2013	(6½ Hours) MS & HS Effective August 1, 2013
0	13.99	13.78	14.24	14.24
1	14.13	13.93	14.39	14.39
2	14.25	14.08	14.52	14.52
3	14.40	14.20	14.68	14.68
4	14.55	14.35	14.80	14.80
5	14.68	14.48	14.92	14.92
6	14.81	14.62	15.10	15.10
7	14.92	14.77	15.23	15.23
8	15.10	14.89	15.36	15.36
9	15.23	15.07	15.51	15.51
10	15.36	15.19	15.63	15.63
15	15.51	15.31	15.79	15.79
20	16.19	15.99	16.46	16.46

APPENDIX C-7

**WEST CLERMONT LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

School Secretary

STEP	Effective July 1, 2013
0	14.79
1	14.92
2	15.14
3	15.30
4	15.45
5	15.66
6	15.84
7	15.99
8	16.19
9	16.36
10	16.53
15	16.73
20	17.40

Cashier's Stipend

7/1/13

High School – annual	1,919
Middle School – annual	1,616
Elementary School – annual	1,313

