

STATE EMPLOYMENT
RELATIONSHIP BOARD

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OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #417

AND

WILLIAMSBURG LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

MASTER AGREEMENT

July 1, 2013 to June 30, 2015

27

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ARTICLE I — PREAMBLE

- 1.01 Objective and Purpose. The objective of the Williamsburg Local School District Board of Education (hereinafter referred to as the "Board") is to provide the best educational opportunities for the children of the Williamsburg Local School District. It is the objective of the Board, the Superintendent and the classified staff to support and provide the highest quality educational programs for the children of the Williamsburg Local School District.
- 1.02 Common Objective. The Board, the Superintendent and the classified staff can best obtain their common objectives by utilizing the abilities, experiences and the judgment of each other to resolve matters of concern affecting the quality of the educational support program
- 1.03 Purpose of Contract. The purpose of this document is to establish a relationship between the Board and the Union to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE II — RECOGNITION

- 2.01 Recognition of Union. The Board recognizes Local 417 of the Ohio Association of Public School Employees (OAPSE) as the sole and exclusive bargaining representative of all full-time and regular part-time non-certificated/classified staff employees of the Board as defined in Ohio Revised Code §3319.08.

2.0101 Excluded from Unit. The following positions are excluded from the unit: substitute employees, confidential employees, Central Office Administrative Assistants, Treasurer office employees, head custodians, maintenance/custodial supervisor, food service supervisor, transportation supervisor, and any and all other administrators and supervisors hired pursuant to Ohio Revised Code §3319.02 or as defined by Ohio Revised Code Chapter 4117.

- 2.02 The Union agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities and management rights as provided by Ohio Revised Code §4117.08(C).

2.03 Definitions

2.0301 Board. The term "Board" as used in this agreement shall refer to the Board of Education of the Williamsburg Local School District and persons authorized to act on its behalf.

2.0302 Employee. The term "Employee" as used in this agreement shall refer to those persons included in the bargaining unit described above

2.0303 Union. The term "Union" as used in this agreement shall refer to Local 417 of the Ohio Association of Public School Employees (OAPSE).

2.0304 Regular Full-Time Employees. A regular full-time employee shall be defined as an individual who is assigned routine duties in accordance with an adopted calendar and who works a minimum of hours as listed below:

Custodian	40 hours
Secretaries	35 hours
Aides	30 hours
Bus Drivers	20 hours*
Cooks	30 hours

*Any bus driver employed by the Board as of January 1, 2002 shall be considered a full-time employee if employed a minimum of 15 hours per week.

- 2.04 Board Deduction of Union Dues. The Board will deduct union dues, initiation fees, fairshare fees and assessments from the wages of members of the bargaining unit who voluntarily authorize, in writing, such deductions, and shall remit such sums, together with a list of the names of the employees and the amount deducted to OAPSE State Office. Authorization shall be presented to the Board and the Board shall make such deductions from the payroll check. All dues shall be deducted in 24 equal installments as directed by the Union in the amounts given. The dues shall be remitted to the Union within fourteen (14) work days after the deductions are made from employee's checks. If a member wishes to withdraw from the Union, he/she must submit a letter stating such intent to the OAPSE State Office between June 1 — 15 of the last month of the expiration date of the Contract.

All members of the bargaining unit who are not members of the Union shall pay to the Union a fair-share fee as a condition of their continued employment with the Williamsburg Local School District. Such fair-share fee shall not exceed dues paid by members of the Union.

The Union shall notify the Board of the fair-share fee amount and of any changes in the amount of dues deductions, and shall provide to each non-member employee a notice of the amount of the fee, adequate explanation as 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.

Fair-share fee shall be deducted through 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 OAPSE State Office with notices of names, addresses and amounts.

The Union 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 the Union.

- 2.05 P.E.O.P.L.E. Deductions. 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 written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision monthly to the OAPSE State Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III – NEGOTIATION PROCEDURES

- 3.01 Request for Negotiations. A written request to initiate negotiations shall be sent by either party to the other no sooner than one hundred twenty (120) days prior to the expiration of this agreement. OAPSE's notice to the Board shall be addressed to the District Superintendent. Upon receipt of the request to initiate negotiations, the representatives of the parties shall meet and establish an initial bargaining date. Negotiations shall commence within twenty-one (21) days of the notice of notification to re-open negotiations, or at a mutually acceptable date.
- 3.02 Negotiation Meetings. A negotiation meeting shall be scheduled with the least interruption of school and work schedules. Members of the bargaining team may be released from work duties only when approved by the Superintendent.
- 3.03 Bargaining Sessions. All bargaining sessions shall be in executive session. No recording devices shall be permitted in these meetings. The subject and content of these meetings shall be kept confidential. Either party reserves the right to add, delete or modify any proposals it deems necessary during the course of these negotiations.
- 3.04 News Releases. Upon the request of either party, a mutually agreed-to news release may be made prior to impasse. There shall be no restriction once impasse has been declared.
- 3.05 Negotiating Team. The Board and the Union shall select their bargaining teams and notify the other of their designated representatives. The maximum number of bargaining team members for each party shall be limited to five (5) excluding consultant representations.
- 3.06 Bargaining Procedure.
- a. Information. The designated representatives of the Board and the Union agree to make available to each other, upon request, and in reasonable time, all the available information pertinent to the matter or matters then under negotiation to include, but not limited to, financial information.
 - b. Bargaining Procedure Caucus. Each team shall have the right to caucus. Thirty (30) minutes shall ordinarily be the maximum caucus time by either party unless another time length is mutually agreed to by the parties.
 - c. Tentative Agreement. As negotiated items receive tentative agreement, the items shall be reduced to writing and initialed by each chairperson. Such initialing shall not be construed as binding or as a final agreement.
 - d. Agreement. When an agreement is reached in negotiations, outcome shall be reduced to writing, and when approved by the Union and the Board it shall be signed by representatives of both parties.
 - e. Voting. Ratification vote by the Union shall be conducted in accordance with the with the guidelines of the State Employment Relations Board. If the agreement is rated and approved by the Union and the Board, it shall be implemented in the same manner as any other official action of the Board. No provision of the agreement shall discriminate against any staff member because of membership in the Union.

- f. Impasse. If the parties fail to reach an agreement within sixty (60) days of the first bargaining session then either party may declare that an impasse exists. If one of the parties declares an impasse in accordance with this provision, the representatives of the bargaining team shall jointly notify the Federal Mediation and Conciliation Service of this fact and request the appointment of a mediator. Mediation shall take place for at least thirty (30) days after the first meeting with the mediator and if no agreement is reached at the end of the thirty (30) day period, the impasse procedure shall be deemed to have been completed by both parties.

In the event the Union and the Board have completed the impasse procedures contained herein and the Union has rejected the Board's final offer as provided above and the issues being negotiated in accordance with the provisions of this contract have expired and the Union has given the statutory notice to strike, then, in that event only, the Union may strike on those issues at impasse and the Board may implement its final offer. The impasse procedures shall supersede and replace, in their entirety, those impasse procedures contained at Section 4117.14 of the Ohio Revised Code.

- g. Right to Strike. All employees in the bargaining unit shall have the right to strike in accordance with the provisions of Ohio law set forth in Chapter 4117.
- h. Mid-Term Bargaining Procedure. The Board and the Union agree that the Board shall not be entitled to exercise any management rights which are in conflict with or alter and/or modify an existing provision of this agreement. The Board shall have the right to implement any management rights not specifically addresses in the Collective Bargaining Agreement provided the Board engages in good faith negotiations over the decision which concerns wages, hours, and other terms and conditions of employment. Negotiations shall commence and be completed within thirty (30) days, or within a time frame mutually agreed to by the parties, after the Board's request to the Union to bargain in good faith. The negotiation teams shall consist of five (5) individuals and the representatives of such teams. In the event an agreement cannot be reached between the parties regarding the issue(s), the Board may implement its decision. However, the Union may, at its discretion, proceed to binding arbitration in accordance with Article 12 to appeal the Board's exercise of its decision. In the event an arbitrator shall find that the Board's implementation failed to follow the process set forth in this provision, is inconsistent with the Collective Bargaining Agreement, or is arbitrarily capricious, unreasonable, discriminating, or retaliatory the arbitrator may find for the union and return the parties to the status quo that existed prior to the Board's implementation, with all other appropriate remedies.

ARTICLE IV – PERSONNEL FILES

- 4.01 There shall be one official personnel file regarding each member of the bargaining unit which shall be maintained in the central office. It is understood that copies of portions of this file may be maintained at various school buildings, but any material not included in the official personnel file of a member of the bargaining unit may not be considered or utilized as evidence to support the discharge or discipline of a member of the bargaining unit.

- 4.02 It is understood that the administrators may maintain their own anecdotal files containing material about members of the bargaining unit which are not in the official file and that any anecdotal material maintained by an administrator which is more than two (2) years old may not be included in the official file of a member of the bargaining unit. Further, upon request, an administrator maintaining written material of a disciplinary nature on an employee which is not included in the employee's personnel file, but maintained in the principal's/ supervisor's anecdotal file, shall allow the employee to inspect the material and provide a copy to the employee. In addition to the above, the official personnel file of a member of the bargaining unit shall be maintained under the following circumstances:
- a. No material which is derogatory to the employee's contract, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has reviewed the material to be filed. Employee's signature does not necessarily indicate agreement with its content.
 - b. The employee shall have the right to prepare a written rebuttal of any material in their file. If the conference summary is of a disciplinary nature, the administrator shall advise the employee of this fact.
- 4.03 The employee shall be given access to his/her file within one (1) business day under the supervision of the personnel administrator upon request and scheduling of an appointment by the employee. The employee shall be provided with a copy of the materials contained in the file, if requested, within one (1) business day after he/she reviews the file.
- 4.04 Untimely, irrelevant and incorrect information contained in the personnel file may be challenged by the employee in accordance with the procedures set forth in Chapter 1347 of the Ohio Revised Code. An employee is permitted to file a separate grievance under procedures of this contract to challenge material in the employee's personnel file.

ARTICLE V – VACANCIES AND POSTING

- 5.01 **Vacancy.** Vacancy shall be defined to be an opening in a bargaining unit position including newly created position, created by the resignation or retirement, non-renewal or termination of an employee.
- 5.02 **Posting of Vacancies.** Vacancies occurring in bargaining unit positions shall be posted on a designated bulletin board in each district building and/or on the official district website at least five (5) days prior to the filling of said position. A copy of such posting shall be provided to the Union President and/or designee. Vacancies occurring during the summer months shall be provided in employees' paychecks. The Superintendent and Board shall have the sole discretionary authority to award vacant positions. The Superintendent shall consider, but not be limited to, the following items in determining the successful job applicant: skill, experience, seniority, job performance, job evaluations, education, needs of the District, etc. Vacancies shall be filled with a bargaining unit member or new employee within sixty (60) days of the position becoming vacant.

- 5.03 Anti-Nepotism. Bidders shall not be awarded a vacant position if he/she would be supervised by a family member such as, but not limited to, the employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters, and anyone related by blood or marriage and residing in the same household.
- 5.04 Supervisory Employees. Supervisory employees may continue to drive regular/part-time bus routes and extracurricular bus trips, provided that no regular, substitute or part-time drivers are available.

ARTICLE VI – REDUCTION IN FORCE

- 6.01 When the Board determines it is necessary to reduce the number of employees in the bargaining unit for reasons to include, but not limited to, abolishment of positions, lack of funds, lack of work, or for any other reason, the following procedures shall prevail:
- a. The number of people affected by a reduction in force will be kept to a minimum by not replacing employees who resign or retire insofar as practical.
 - b. When it becomes necessary to suspend an employee's contract as a result of reduction in force, the affected employee shall be laid off according to the seniority within the bargaining unit classification with the least senior employee laid off first. Each employee to be laid off shall be given written notice of the fact at least seven (7) days prior the effective date of the layoff. In the event it becomes necessary to lay off or abolish a position or lose a building permanently, employees shall have bumping rights and may bump through their specific classification if their seniority exceeds that of other employees in that classification. Employees who are laid-off, or their job get abolished from the job classification, shall have the right to exercise their District Seniority to displace the least senior employee in any job classification in which they previously held in the District, provided the employee desiring to exercise such District Seniority has:
 1. More District Seniority than the employee in such other job classification;
 2. The present ability to perform the essential functions of the classification without additional training or retraining.
 3. Any certification or license required to perform such work; and
 4. Performed work in and held job classification seniority in the job classification.
 - c. For the purpose of this provision, seniority shall be defined as the uninterrupted length of continuous service to the Board of Education in a bargaining unit position computed from the latest date of hire. The date of hire is determined per official minutes of the Board of Education. In the event identical seniority prevails, the most senior employee will be determined by the date of the application from which the employee was hired, then examining the time of service the employee has as a substitute employee, first within the classification and then within the District as a whole. If a tie remains after the provisions above have been exhausted then by coin toss. Contract leave shall not be considered a break in service.
 - d. The Board of Education shall determine the number of employees to be laid off.

The persons laid off shall be placed on a recall list and shall be reinstated in reverse order of lay off. Reinstatement shall be made from the list before any newly employees are hired in that classification. Employees' names shall remain on the recall list for a period of two (2) years from the effective date of lay off. As vacancies occur and reinstatements implemented, the most senior employee on the recall list will be notified that a vacancy has occurred. Within seven (7) calendar days after this notice is mailed to the employee, the employee shall respond to the Board of Education in writing advising as to whether or not the employee accepts the offered position. Employees who indicate they do not accept the offered position shall be removed from the list. If the employee fails to respond to the mailed notice within seven (7) calendar days from the posting of the notice, his/her name shall be removed from the recall list and his/her employment shall be terminated.

- e. This lay off and recall provision supersedes and replaces, in its entirety, all laws of the State of Ohio including, but not limited to, 3319.081 of the Ohio Revised Code and it is generally understood between the Board and the Union that the Board may lay off classified employees in the event an employee's position is abolished as a result of privatization of any of the school district's support staff operations. In the event the Board should lay off classified employees as a result of privatization of any of the school district's support staff operations, the Board shall require such private employer to recognize the OAPSE Local 417 as the exclusive bargaining representative of said employees and shall require the contracting corporation to accept in its entirety the collective bargaining agreement in effect between the Board and Local 417 as a successor of the Board.

ARTICLE VII — DISCIPLINE

- 7.01 Reasons for Suspension. The Superintendent may suspend an employee without Board approval for up to twenty (20) work days without pay for gross inefficiency or immorality, violation of Board policy and regulations, or for any other good and just cause.
- 7.02 Suspension in Writing. Prior to suspension, the Superintendent will provide the employee reasons for suspension in writing and provide a copy of said notice of suspension to the Union representative.
- 7.03 Right to a Hearing. After receipt of the written reasons, the employee shall have the right to a hearing and present evidence against the suspension.
- 7.04 Right to Representation. The Union representative will have the right to be present at said hearing and present evidence against the suspension.
- 7.05 Hearing Time and Place. The hearing shall take place at a mutually agreed to time and place not to exceed five (5) working days.
- 7.06 Written Decision. A written decision shall be given to the employee prior to the Superintendent suspending the employee.
- 7.07 Suspension Without Pay/Termination. Members of the bargaining unit may be suspended without pay in accordance with the provisions of this article. A member of the bargaining unit's contract may be terminated for the reasons in the manner as provided in 3319.081 of the Ohio Revised Code.
- 7.08 Right of Appeal. Employee will have the right to appeal his/her termination as provided in 3319.081 of the Ohio Revised Code. Employee may appeal a suspension through the grievance process as provided for in the contract

ARTICLE VIII — LEAVE OF ABSENCE

8.01 Sick Leave.

8.0101 Members of the bargaining unit shall earn sick leave at the rate of one (1) and one-quarter ($1\frac{1}{4}$) days per month for a maximum of 15 days per year accumulative to two fifty (250) days for sick leave accumulation purposes only. Each employee shall be advanced five (5) days of sick leave in the event said employee has not accumulated same.

8.0102 Except in cases of emergency, bus driver employees must notify their immediate supervisor at least three (3) hours prior to their expected start of work, earlier if possible, that they will be using sick leave. All other bargaining unit members shall notify their immediate supervisor at least one and one-half ($1\frac{1}{2}$) hours prior to their expected start of work that they will be using sick leave. Upon return to duty after use of sick leave, the employee shall complete the sick leave form for use of said leave and submit it for approval by the responsible administrative authority. After five (5) days of sick leave used during the employee's contract year, the Superintendent or designee may request the employee to provide a doctor's statement indicating the nature of the illness and the fact that the employee was medically unable to perform his/her duties on the day sick leave was requested. Failure to provide a doctor's statement, or other evidence satisfactory to the Superintendent or designee, shall result in the denial of sick leave and loss of pay and possible discipline in accordance with the terms of this contract. A doctor's statement may be required of those employees who are suspected of misuse of sick leave.

8.0103 Sick leave may be used for absence due to the employee's illness, injury, pregnancy related illness, exposure of contagious diseases.

8.0104 In addition, sick leave may be used for a serious illness in the immediate family which shall be defined as the employee's spouse, children and other relatives living in the employee's household.

8.0105 Up to five (5) sick days leave is a normal usage for serious illness in the immediate family. In addition, up to three (3) days sick leave may be used for a death in the immediate family which shall include all persons listed in the preceding paragraphs plus the employee's parents, sister, brother, grandparents, grandchildren, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law and step-parents in lieu of natural parents should the employee so choose.

8.0106 This provision shall supersede those portions, or Ohio Revised Code §3319.141 found to be in conflict.

8.02 Personal Leave

8.0201 Classified employees covered by this agreement shall be entitled, with administrator's prior written approval, to three (3) days of paid personal leave per fiscal year July 1, through June 30. The Board agrees that all three (3) days shall be unrestricted. Personal leave not used shall be converted to sick leave by August 1, not to exceed the maximum accrual of sick leave in Article 8,0101.

8.0202 Restrictions of Personal Leave. Without prior approval of the Superintendent and/or the Superintendent's designee, personal leave days shall not be taken within one (1) day of the beginning or ending of a vacation period, holiday, the first three (3) week of the school year or the last four (4) weeks of the school year.

8.0203 Notification of the Use of Personal Leave. Written notification must be submitted to the principal by 12:00 noon of two (2) working days immediately proceeding the day personal leave is to be taken. In the event of a documented emergency the two (2) day notice may be waived by the Superintendent of his/her designee.

8.0204 Maximum Staff on Personal Leave. No more than two (2) classified staff members in any classification shall take personal leave on any one (1) school day.

8.0205 Leave of Absence. Leave of absence upon written request may be granted by the Board without pay for the period of not more than two (2) years where illness or other disabilities is the reason for the request.

8.03 Assault Leave. Pursuant to Section 3319.13 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of a physical assault on him/her while the employee is performing duties required by his/her contract with the Board and occurring on school premises or during a school-sponsored function, and not caused by another employee of the district, shall be entitled to assault leave. This leave will not be available to an employee who provoked the assault which is the basis for said leave request. If the Superintendent refuses the leave, employee can take it directly to grievance at Level Four. When such physical assault results in absence due to medical reasons, such absence shall be at no loss of pay and the employee shall not be charged with sick leave up to a maximum of twenty (20) school days per member, per school year. Medical verification shall be furnished to the personnel administrator for all such assault leave requests of more than one (1) day. The Board shall have the right to require medical examination by a physician acceptable to both parties after the member has been absent for three (3) work days per occurrence. In such event, the Board shall pay the full cost of the examination.

8.04 Jury Duty Leave. Employees covered by this agreement shall be eligible for paid jury duty leave. The stipend for which the employee receives shall be used to defray the expenses for jury duty, Leave shall not be charged against any other leave.

8.05 Leaves of Absence Without Pay. Leaves of absence without pay shall be granted for the reasons set forth in the Family Medical Leave Act provided the employee meets the eligibility requirements for coverage under the Family Medical Leave Act.

A leave properly requested under the Family Medical Leave Act shall be granted in accordance with the terms of the Family Medical Leave Act.

An employee's Family Medical Leave Act benefits run concurrently with leave for which the employee qualifies under this contract, including any paid leave which may include, but not limited to, sick leave.

For the purposes of determining eligibility for Family Medical Leave, the anniversary date shall be the date of the request for leave.

8.06 Application of leave time. Leave time will be utilized in one-quarter (1/4) day increments as indicated on the applicable Leave forms.

ARTICLE IX – COMPENSATION OF PAYROLL PRACTICES

- 9.01 Salary Schedule. Employees shall be paid for the 2013-2014 and the 2014-2015 school year according to the salary schedule attached hereto at Appendix A.
- 9.02 Field Trip. Bus drivers shall be paid for field trips as calculated below:
- a. The driver shall be paid at a rate of \$ 11.00 per hour with a maximum of \$130.00 per day.
- 9.03 Offering Field Trips. Drivers wishing to drive extracurricular field trips shall have their names placed on a list for that purpose at the beginning of the school year. Drivers wishing to add to or delete their names from the list shall do so in writing effective the week following the receipt in the transportation office. The list shall be set up on a rotating seniority basis with the next most senior driver wanting to take field trips being at the top of the list, etc. Upon acceptance and refusal of a trip, the driver at the top of the list shall rotate to the bottom of the list. A listing of field trips should be presented to the field trip drivers by Friday for the next week whenever possible, if sooner is available, such as the beginning of the school year. If all bus drivers refuse the field trip, the field trip may be offered to other qualified bargaining unit members. If all other qualified members refuse the field trip, the field trip may be offered to non-bargaining unit members or the least senior driver based on rotating reverse seniority shall be required to take the field trip. Any driver refusing a trip shall be placed at the bottom of the rotating seniority list.
- 9.04 Regular Route Subs During Field Trip. Drivers will not be able to bid on full day extracurricular/field trip assignments if the extracurricular/field trip assignment interferes with the driver's regular route unless the Board provides a substitute driver.
- 9.05 Overtime. Employees covered by this agreement shall be paid one and one-half (1 1/2) times a regular straight time rate for all hours in excess of forty (40) hours worked in any one week with Monday being the first day of the work week. Any altered working hours from normal shift shall be discussed with the Union by the Board prior to implementation.
- A driver shall not be eligible to accept an extra-curricular trip or field trip if the assignment would require the driver to incur four (4) or more hours of overtime per week, unless more than four (4) hours of overtime is expressly agreed to by the Superintendent or Superintendent's designee, in writing, prior to the driver taking the trip. Holidays shall count as hours worked for overtime purposes.
- A driver who is unable to accept an extra-curricular and/or field trip due to the result of the fact that the driver will incur more than four (4) hours of overtime per week, the driver shall be skipped over on the extra-curricular/field trip list and shall maintain his/her position until the driver either accepts a trip in the future, or refuses a trip in the future that the driver is able to accept.
- 9.06 Holiday/Sunday Overtime. Employees scheduled to work or called into work on a holiday shall receive any contractual holiday pay provided for under this contract and shall additionally be paid at straight time. Any employee scheduled to work or called into work on Sunday shall be compensated two (2) times the regular rate of pay.

- 9.07 Bus Driver Vacancies. All bus driver routes shall be filled by seniority within the bus driver classification. Any route that becomes open or changed shall be filled within the bus driver classification first and the open available route selected shall be filled per Article V. However, any vacancy in bus driver routes shall not be required to be posted if such vacancy occurs between November 1 and the end of the first semester and March 1 and the end of the second semester. In such instances, it shall be the discretion of the Board to either post the route as a vacancy or fill the remainder of the year with a substitute employee.
- 9.08 Call-Back Provision. Any employee called back to work outside the normal regular scheduled hours shall be guaranteed two (2) hours of pay and if such call-back qualifies said employee for overtime compensation, said employee shall receive overtime pay for at least two (2) hours.
- 9.09 Union Leave. Duly elected Union Delegates or Alternates to the Annual Conventions of the Union or duly elected State Executive Board Members who are in the bargaining unit, shall be granted time off with pay for the purpose of participating in such conventions and scheduled Executive Board meetings, but such time off shall not exceed a total of six (6) cumulative days for the entire bargaining unit per school year.
- 9.10 Direct Deposit. Pay checks shall automatically be deposited at the financial institution of the member's choice. The treasurer will provide each bargaining unit member an e-mail receipt of the electronic deposit at the same time as the deposit is made.
- 9.11 Custodial overtime opportunities:
Overtime assignments shall be offered by continuous seniority rotation throughout the District custodial classification. If no custodial employee accepts the overtime opportunity, then the supervisor can offer the work to a substitute or other hourly employees in the District.
- 9.12 Compensatory time:
There will be no compensatory time for classified employees, all overtime worked shall be paid at the applicable overtime rate of pay.
- 9.13 Classification Change:
Employees that change job classification will be placed on salary schedule of new job classification at supervisor's discretion. The placement on the salary schedule of new job classification will be at an hourly rate equal to or greater than current salary.
- 9.14 On Board Instruction:
The Williamsburg OBI trainer shall receive an additional fifty (.50) cents per hour above their regular rate of pay when performing OBI training for the District.

ARTICLE X – FRINGE BENEFITS

- 10.01 The Board shall provide the following fringe benefits to the members of the bargaining unit eligible to receive such benefits and request such benefits.

10.02 Health Insurance.

10.0201 For the duration of this contract, the Board shall provide the health insurance plan or plans available through the Clermont County Health Insurance Consortium. The Board shall pay 87% of a single or family premium plan offered by the Health Trust for the 2013-2014 school year and 85% for the 2014-2015 school year. As such, full-time employees are defined under Section 2.0304 in Article II of this agreement.

~~Employees hired after 7-01-10 will be provided the PPO Plan only as available through the Clermont County Health Insurance Consortium.~~



10.03 Dental Insurance.

10.0301 For the duration of this contract, the Board shall provide the Current dental plan as offered through the Clermont County Health Insurance Consortium. The Board shall pay one hundred (100%) percent of a single or family premium plan offered by the Clermont County Health Insurance Consortium for all regular full-time employees; as such full-time employees are defined under Section 2.0304 in Article II of this Agreement.

10.04 Severance Pay. An employee covered by this agreement shall be entitled upon retirement to one-fourth (1/4) of his/her accumulated sick leave up to a maximum of sixty-two and a half (62.5) days.

10.05 Bus Drivers Living in the School District Keeping Their Buses at Their Homes. The Superintendent will make discretionary decisions based on the nature and circumstances of the request for maintaining buses and the location of the bus drivers' homes.

10.06 Free Tuition for Children of Classified Staff Living Outside the School District. The Board shall allow and provide free tuition for all school-aged children of the bargaining unit member living outside the Williamsburg Local School District who desire to attend Williamsburg Schools. However, in order for an employee to be eligible to receive the benefits of this provision, the employee must reside in the State of Ohio. Additionally, if said employee's child qualifies for special education services and any excess costs of these special education services are not covered by the school district of residence of the employee, the employee shall be responsible for all excess costs for the education. A child will either not be eligible to attend Williamsburg Local School District tuition free and/or may be withdrawn if a child's Individualized Education Plan requires the child to be placed in the unit which is not located in the Williamsburg Local School District Board of Education school building.

In the event an employee resigns or leaves the employment of the Board, for any reason, the employee's child shall be required to withdraw from the Williamsburg Local School District at the end of the current school year. If an employee resigns for the purposes of retirement prior to the end of any given school year, any student enrolled pursuant to this provision shall be entitled to complete his/her school year in the Williamsburg Local School District prior to withdrawal.

10.07 Free Admission to School Activities

Members and one (1) guest shall have free admission to all Williamsburg School sponsored sporting events occurring in/on buildings and grounds owned by the Board of Education, except for the Hall of Fame Dinner.

10.08 Health Insurance Opt-Out

- A. A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 10.02 and shall receive a monthly rebate of three hundred dollars (\$300.00) if the employee is covered by the family plan. The rebate shall be paid monthly with the first payroll check in a school year in which the employee has opted out. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.
- B. In order to be eligible the employee must have been employed with the Board as of July 1, 2010 and is currently participating in the District's Health Plan. After the date of this agreement, any new employee or any current employee (who has a qualifying event) may begin participating in the District's Health Plan. These employees would become eligible for the opt-out in the school year following the year in which the employee received health insurance i.e. the employee must have been on the health insurance plan for one (1) school year before they are eligible to participate in the opt-out. Employees who are currently employed and are not participating in the District's Health Plan cannot become eligible for the opt-out through voluntary open enrollment. In addition, in order to be eligible, the employee must show proof of health insurance coverage elsewhere.
- C. If a husband and wife are both employed by the district, or if the spouse of the Board employee is employed by another school district which is a member of the Clermont County Health Insurance Consortium, they shall not be eligible for the insurance opt-out provision.

10.09 Life Insurance

For the duration of this contract, the Board shall provide fifty thousand dollars (\$50,000.00) of life insurance and pay one hundred percent (100%) of the premium for same.

ARTICLE XI — WORKING CONDITIONS

11.01 Duty Free Lunch

Each full time member of the bargaining unit working a minimum of six (6) hours a day shall receive an unpaid duty free uninterrupted lunch break of thirty (30) minutes. The time of the lunch break shall be set by the supervisor. Employees who are required to work through or work any amount of time during period, a lunch will receive pay for the time work.

11.02 Breaks. A bargaining unit member regularly scheduled to work eight (8) hours a day shall receive two (2) fifteen (15) minute uninterrupted paid breaks during the work day at times set by the supervisor.

11.03 Holidays. Bargaining unit members shall receive the following paid holidays:

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King Day

Memorial Day

Fourth of July holiday for twelve (12) month employees.

11.0301 Holiday Observation. If holiday falls on a Sunday, they shall be observed on Monday. If a paid holiday falls on a Saturday, it shall be observed on a Friday.

11.04 Vacation. All full-time employees regularly scheduled to work eleven (11) or twelve (12) months a year shall be entitled to paid vacations as follows:

After one (1) year of service: 10 days

After ten (10) years of service: 15 days

After twenty (20) years of service: 20 days

After twenty-six (26) years of service: 25 days

Service is defined as recognized service for the purpose of retirement and includes actual Ohio service, recognized military service, and five (5) years of out-of-state education or governmental service. In cases of disagreement, the statement of retirement credit will determine eligibility. Vacation leave shall be taken by the employee only after he/she has completed one (1) year of service with the Williamsburg Local School and following accrual thereafter. The employee may accumulate and "carry over" his/her vacation leave to the following year, up to a maximum of twenty (20) days. For all twelve (12) month employees, at least five (5) days of their vacation must be taken during the academic school year. Vacation leave dates must be approved by the employee's immediate supervisor and the Superintendent or his/her designee. Dates specified as holidays under this collective bargaining agreement shall not be charged to an employee's vacation leave.

11.05 Employee Dress Code. All employees shall dress in a manner which is appropriate to carrying out the activities of a particular job assignment.

11.06 Drug and Alcohol Testing.

- a. Pre-Employment. Prior to the first time an employee performs duties for the Board, the employee must undergo testing for controlled substances and alcohol. This requirement pertains to all new hires and any existing employees transferred to any new position requiring the duty of driving a motor vehicle. The Board is under no obligation to hire any applicant who fails a drug or alcohol test or to allow a person to transfer to any existing position if the employee has failed an alcohol or drug test.
- b. Reasonable Suspicion Testing. In the event the Board has reasonable suspicion to believe that an employee is using drugs, alcohol, or other chemical substances while on the job, or has reported to work under the influence of alcohol, drugs, or chemical substances, the administration may order the employee to submit to a urine or blood test for alcohol/drug screening. The test shall be conducted by a hospital or independent laboratory, and a triple screen test shall be performed. The test will be at the Board's expense. All substances found will be identified, and the results will be supplied to both the employee and the administration. All employees are required to submit to testing based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee." Reasonable suspicion testing is authorized during, just preceding, or just after a period of a work day.
- c. Random Testing. At a minimum of at least one-quarter (1/4) of the number of employees who are required to maintain a CDL in the bargaining unit shall be randomly tested on an annual basis.
- d. Return to Duty Testing. After an employee fails to pass an alcohol or controlled substance test, the employee will be required to undergo and pass another test before the employee is permitted to return to duty.
- e. Discipline. In the event that an employee is found to have utilized illegal drugs, abused prescription drugs or other chemical substances, or been under the influence of alcohol while on duty, the employee may be subject to discipline up to and including termination. In the event that the employee refuses to submit to drugs/alcohol screen, the employee may be subject to immediate termination from employment. The employee may file a grievance on any or all discipline given up to and including termination under the provisions of the alcohol and drug testing policies.
- f. The parameters for complying with drug and alcohol levels pursuant to this policy shall be in accordance with those amounts provided by the Federal Department of Transportation.
- g. Employees required to submit to drug and alcohol testing shall be compensated for the time it takes to submit to the drug and alcohol test, including travel time.

11.07 On calamity days, once the sidewalks and schools are ready for the next school session, custodians shall be released without loss of pay for the remainder of the day. Custodians will have a minimum of nine (9) hours down-time between shifts when they are required to report to work on different shifts than their regularly assigned shifts.

11.08 Temporary Work Conditions The employer agrees to allow existing bargaining unit employees to bid on summer or school year temporary work opportunities throughout all classifications before hiring outside the school system, if the employee's skills and knowledge are adequate to perform the necessary duties within the time frame specific to the scope of work and without the employee accruing overtime hours in the process.

ARTICLE XII – GRIEVANCE PROCEDURES

- 12.01 **Grievance Policy.** The Board recognizes an interest in effective personnel management. A procedure is necessary whereby employees can be certain of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.
- 12.02 **Definition of Grievance.** A grievance is a complaint involving a violation, misinterpretation or misapplication of this contract.
- 12.03 **Purpose.** The purpose of this grievance procedure is to secure, at the lowest possible administrative level, proper resolutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as permitted under Ohio law, at all levels of the procedure.
- 12.04 **Days Defined.** Days shall be defined as calendar days. If the grievant fails to appeal the decision of the administrator from one step to the next or fails to file the grievance in the timeliness herein provided, the failure to timely file the grievance or the appeal shall be deemed a waiver of the right of the grievant to continue the grievance. If the administration does not respond to the grievance within the time limits set forth at each step of the grievance procedure, the grievance shall automatically be deemed appealed to the next step of the grievance procedure.
- 12.05 **Grievance Procedure.**

12.0501 **Step One:** Any employee, group of employees, or the Union shall first discuss such grievance with his/her immediate supervisor or the appropriate administrator.

12.0502 **Step Two:** If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or appropriate administrator. If such written grievance is not lodged/filed within ten (10) calendar days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to a specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before the building principal. If such a hearing is requested, the principal and employee or appropriate administrator shall mutually agree as to the time, place and date of the hearing. The parties may be represented by a Union representative at this hearing. The building principal or appropriate administrator shall take action on the written grievance within seven (7) calendar days after the receipt of said grievance, or, if a meeting is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the employee, the Union and the Superintendent.

12.0503 Step Three: If the action taken by the building principal or appropriate administrator has not resolved the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within seven (7) calendar days from the receipt of the written response of the principals or appropriate administrators shall be deemed a waiver of the right to appeal and the grievance shall be void. Upon request of the employee, a hearing shall be conducted by the Superintendent within seven (7) calendar days after the receipt of the request. Superintendent and employees shall mutually agree as to the time, place and date of the hearing. The parties shall have the right to be represented at such hearing by a Union representative. The Superintendent shall take action on the appeal of the grievance within seven (7) calendar days after the receipt of the written appeal, or, if a hearing is requested by the employee, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Union and the building principal.

12.0504 Step Four: In the event the grievance is not satisfactorily resolved at Step 4, the grievant may request grievance mediation through FMCS within seven (7) days after receiving the Step 3 decision. Mediation will only proceed if the Board agrees to submit the matter to mediation. The mediator will be asked to establish a date within thirty (30) days of receiving the request for mediation.

12.0505 Step Five:

- A. If the grievant is not satisfied with the suggestion for resolving the grievance received at Step Three, if mediation is unsuccessful at Step Four, or if the Board refuses to submit the matter to mediation at Step Four, the Association, within seven (7) workdays of receipt of such written response, shall notify the Board of its intent to proceed to arbitration.
- B. The parties mutually agree to use the following three arbitrators:
 - a. Daniel Kosanovich
 - b. Tobi Braverman
 - c. Charles Adamson

Assignment of grievances shall be made on a continuous rotating basis among the three above mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall mutually agree on a replacement.

- C. With the exception of selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.
- D. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her his/her decision within forty-five (45) calendar days of the hearing.

- E. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion not interfere with the powers, duties and rules and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter to, add to, modify or subtract from the terms of this agreement.
- F. The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability thirty (30) workdays after receiving notice from the association of its intent to proceed to arbitration. Such notices shall include a motion of supporting memorandum submitted to both the association and the arbitrator. The association shall have thirty (30) workdays in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.
- G. The arbitrator shall have the power to subpoena witnesses and documents.
- H. No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the board and the association at which time all documents, exhibits, evidence and names of witnesses *and* the nature of their testimony shall be disclosed. Failure to disclosure prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
- I. The ruling of the arbitrator shall be binding.
- J. Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his/her discretion.
- K. If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all costs and fees associated with said withdrawal, unless the allocation of the costs and fees are mutually agreed to by the employer and the association as part of a written settlement agreement.

ARTICLE XIII – ABSENTEEISM POLICY

- 13.01 If an employee is absent for more than five (5) "occurrences" in a work year, beginning with the sixth occurrence, the following discipline may be administered at the superintendent's office.
- a. 6th occurrence, employee receives verbal reprimand.
 - b. 7th occurrence, employee receives written reprimand.
 - c. 8th occurrence, employee receives one (1) day suspension without pay.
 - d. 9th occurrence, employee receives three (3) days suspension without pay.
 - e. After the 10th occurrence, the Board may consider additional suspensions up to and including termination.
- 13.02 Definition of "occurrence": An occurrence shall be defined as an absence from work for more than one-half (1/2) of the work day. If the absence is less than one-half (1/2) of a day, the employee will be charged with a half (1/2) of an occurrence. The following shall not count as an occurrence:
- a. Vacation
 - b. Personal Leave/Union Leave, for reasons other than illness.
 - c. Jury Duty
 - d. As determined by Superintendent or designee.
- 13.03 All disciplinary procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio Law. An employee may appeal discipline under this provision only through the Grievance process provided in this contract. Any employee disciplined under this provision shall be given the right to an informal hearing with the Superintendent, Union representatives, or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination pursuant to the terms of this absenteeism procedures/discipline. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose, or the reason, for the use of prior sick leave.
- 13.04 The Board reserves the right to accelerate disciplinary measures when an employee fraudulently reports the use of sick leave.

ARTICLE XIV — PROBATIONARY PERIOD

- 14.01 **New Employees.** The paid probationary period for a new bargaining unit employee will be ninety (90) days. Such probationary period may be extended for an additional ninety (90) days by the Administration in accordance with a written employment evaluation. All new bargaining unit employees receive a letter, within two (2) weeks after commencing employment, outlining the probationary timelines conditioned of continued employment. Probationary employees may be terminated without cause at any time during the probationary period and, if terminated, shall have no right to appeal through the grievance and arbitration provisions of the agreement, to the Civil Service Commission or court. New probationary employees are employees at will.
- 14.02 **Lateral Moves.** Lateral moves (i.e. another building, work area or shift) will not be subject to another probationary period.
- 14.03 **Promoted/Transferred Employees.** The probationary period for promoted or transferred employees will be sixty (60) work days. If the Board decides to remove the promoted or transferred employees and return the employee to the employee's previous position, the Board will give written notice to the employee before the expiration of the probationary period. A bargaining unit member holding the position vacated by the promoted or transferred employees shall be returned to his/her prior status of the promoted/transferred employees returns to his/her prior position.
- 14.04 **Contrary to Law.** This probationary period shall supersede and replace in its entirety all applicable sections of the Ohio Revised Code to include, but not limited to, Ohio Revised Code Section 3319.081.

ARTICLE XV — RECERTIFICATION CDL LICENSE TRAINING

- 15.01 Upon renewal, the driver will be compensated for five (5) hours at applicable rate of pay for CDL instruction/re-certification on which occurs outside of a regularly-scheduled work day. Employees on a paid leave status attending training shall not receive additional compensation.

ARTICLE XVI — CONTRARY TO LAW/COMPLETE AGREEMENT

- 16.01 Consistent with Ohio Revised Code Chapter 4117, this Agreement shall supersede and replace in its entirety any and all provisions of Ohio law which are in conflict or inconsistent with any provisions of this agreement.
- 16.02 The provisions of this contract shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2015. Parties shall agree to a wage and medical/dental benefits re-opener in the second (2nd) year of this agreement.

ARTICLE XVII — CRIMINAL BACKGROUND CHECK

- 17.01 In accordance with O.R.C. §3319.39, anyone hired into a bargaining unit position is employed on a conditional basis until the Superintendent receives a satisfactory background check from Bureau of Criminal Identification and Investigation or the Federal Bureau of Investigation. If the Superintendent receives a criminal background report from the BCI or FBI that discloses a conviction or guilty plea to an offense which disqualifies the person from the holding position under O.R.C. §3319.39, the Superintendent or designee shall hold a conference with the conditionally hired employee, where the employee will have the right to Union representation. A copy of the report shall be given to the employee, who will then have an opportunity to explain the report and any other relevant information. If the Board is required to release the person from employment by O.R.C. §3319.39, the Superintendent or designee shall have the employee and the Union representative written notice of the release and its effective date. Other provisions of this Contract and statutes pertaining to non-renewal and termination of employees shall not apply to the release of a conditionally hired employee pursuant to O.R.C. §3319.39. Neither the employee nor the Union may file a grievance concerning the employee's release. The criminal background check shall be completed no later than sixty (60) days after the employee's initial hire unless through no fault of the Board such return of this criminal background information either from the Federal Bureau of Investigation or the State Bureau of Criminal Identification is delayed.

ARTICLE XVIII-LABOR MANAGEMENT MEETINGS

Labor Management Meetings Superintendent or the top Association local employee representative, at least Quarterly, unless more often upon mutual agreement, at a mutually agreed upon time and place, the Superintendent and/or his designated representative will meet with local association representatives (not to exceed *three* (3) employer representatives) and duly accredited non-employee representatives (not to exceed two (2) non-employee representatives). Such meetings shall be held only upon personal receipt by the seven (7) calendar days in advance, of a request from the other party for such a meeting.

The purpose of such meeting shall be to:

- a) Discuss the administration of this Agreement.
- b) Discuss the grievances which have not been processed beyond the two initial steps of the grievance procedure, when such discussions are mutually agreed to by the parties; such discussion will be terminated upon either party's request.

ARTICLE XIX- Duration

This agreement between the parties shall be effective July 1, 2013 through June 30, 2015.

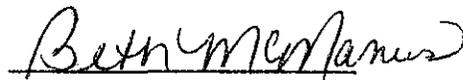
IN WITNESS WHEREOF, the parties have set their hands this 31st day of July, 2013.

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES

WILLIAMSBURG LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION



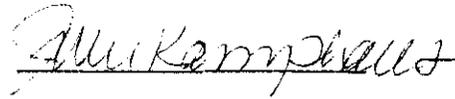
President



President



Vice President



Treasurer

