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MASTER AGREEMENT

BETWEEN

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

AND

**WEST MUSKINGUM SUPPORT
ASSOCIATION/OEA/NEA**

July 1, 2013 - June 30, 2016

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ARTICLE I – PREAMBLE

This Agreement is entered into by and between the West Muskingum Staff Association, OEA/NEA (hereinafter referred to as the “Association”) and the West Muskingum Local School District Board of Education (hereinafter referred to as the “Board”). This Agreement shall be referred to hereinafter as the “Agreement.” Employees within the Association bargaining unit and covered by this Agreement shall be referred to hereinafter as “employees.”

ARTICLE 1 – RECOGNITION

- 1.01 The Board recognizes the Association as the exclusive representative of all full-time and regular part-time nonteaching employees, including but not limited to: custodians, bus drivers, mechanics, secretaries, paraprofessionals, cafeteria and general utility personnel employed by the Board. The following are expressly excluded from the bargaining unit: confidential and supervisory positions. Confidential and supervisory positions shall include Superintendent’s secretary, secretary of the District Administrative Center, Treasurer, and all positions in the Treasurer’s office and supervisors of nonteaching employees. The bargaining unit does not include substitute positions or non-licensed personnel holding supplemental contracts.
- 1.02 All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Agreement unless otherwise specified.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including but without limiting the generality of the foregoing, the right:
- A. To the executive management and administrative control of the District, its properties and facilities and the activities of its employees.
 - B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
 - C. To establish working schedules, hours of operation, the duties, the responsibilities and assignment of all employees and the terms and conditions of employment.
 - D. To decide upon the means and methods for providing to the various support functions of specific needs for equipment and materials and the use of said equipment and materials.
 - E. To decide upon the means and methods whereby the supporting functions of the District will be utilized to support the educational program as adopted by the Board.

- 2.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such limitations expressed herein are in conformance with the constitution and the provisions of the laws of the State and the constitution and laws of the United States.

ARTICLE 3 – NEGOTIATIONS PROCEDURE

3.01 Subjects of Negotiation

- A. The Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

3.02 Requests for Negotiation

- A. If either of the parties desires to negotiate any subject covered by Section 3.01 of this Agreement, it shall notify the other party in writing between ninety (90) days to sixty (60) days prior to the expiration of this Agreement. Notification in writing from the Association shall be served on the Superintendent, and notice from the Board shall be addressed to the President of the Association.
- B. Within fifteen (15) days after the receipt of such notice, an initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiation. The date of the initial meeting may be extended upon mutual agreement of both parties. Neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.

3.03 Negotiation Meetings

- A. Negotiation meetings shall be scheduled by mutual agreement of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- B. Meetings shall be scheduled at reasonable intervals, places and times. Members of the Association's bargaining team shall be released from their duties without loss of pay for such meetings.
- C. Negotiation meetings shall be closed to the press and the public.
- D. During the course of a negotiation meeting either party may recess for caucuses of reasonable length at any time.
- E. Either party may keep minutes of the meeting in such form and detail as it may deem advisable.

3.04 Representation

- A. Representation at negotiation meetings shall be limited to six (6) representatives of the Board and six (6) representatives of the Association. Only those so designated by the Board and the Association shall attend negotiation meetings, unless the parties agree otherwise.
- B. Neither party shall attempt to influence or interfere with the selection of the other party's bargaining team.
- C. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at tentative agreement on any and all negotiations issues.
- D. If negotiation meetings are scheduled during the work hours of any Association bargaining team member, he/she shall be granted release time with pay. However, the parties agree to try to schedule negotiation meetings to minimize interference with work time. This may include agreement to temporarily reassign employees serving on the bargaining team as long as it does not affect their wages unless mutually agreed otherwise.

3.05 Assistance and Study Committees

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

3.06 Information

Prior to and during the period of negotiations, the parties agree to furnish upon written request, in a reasonable time and at no cost, available information in its existing form concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals.

3.07 Progress Reports

- A. During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives.
- B. All releases to the news media during negotiations shall be mutually agreed upon before release. In the event either side declares impasse, each party may release information to the news media without the other party's consent.

3.08 Agreement

- A. As tentative agreement is reached on items which are the subject of negotiation, the agreement on those items shall be reduced to writing and initialed by the designated representatives of each party but such initialing shall not be construed as final agreement.
- B. If tentative agreement has been reached on all issues, the agreement shall be reduced to writing and submitted by the Association to the bargaining unit for approval. If ratified by the bargaining unit, the agreement shall be submitted to the Board for approval at the next regularly scheduled Board meeting but not later than thirty (30) days after the Association ratifies the Agreement. If approved by both parties, the agreement shall then be signed by the representatives of each party.

3.09 Disagreement

- A. If agreement is not reached within forty-five (45) days after the initial meeting held pursuant to Section 3.02(B) or such greater length of time as the parties may mutually agree, either party may declare impasse.
- B. Within five (5) calendar days of the declaration of impasse, the parties shall mutually request the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues.
- C. The mediator shall be permitted to offer suggestions, ideas, and concepts in order to help bring about a settlement, but the mediator shall have no authority to make recommendations or bind either party to any agreements.
- D. The cost of the mediator, if any, shall be equally shared by the parties.
- E. In the event agreement is not reached after at least two (2) mediation sessions or within twenty-five (25) days of the appointment of the mediator and upon the expiration of this Agreement, the Association shall have the right to strike as provided in ORC Section 4117.14(D-2).
- F. Both parties agree that for the duration of this Agreement, the foregoing mediation procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under ORC Chapter 4117.

3.10 Principles

Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination, nor threat nor implication thereof.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administration level, equitable solutions to grievances.

4.02 Definitions

- A. A “grievance” is any alleged violation, misinterpretation or misapplication of any provision(s) of this Agreement, or the discipline or discharge of an employee.
- B. The “grievant” shall mean an employee, the Association, or group of employees. A grievance alleged to be a “group” grievance is that which affects a specific group of bargaining unit members (e.g., elementary school custodians, etc.). All group grievances must identify, on the grievance form, the specific group of employees seeking redress. In the case of a group grievance, the grievance form shall be signed by the Association President.
- C. The word “day” or “days” shall mean week days exclusive of Saturdays, Sundays, holidays and calamity days.

4.03 Time Limits

Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximum, unless extended by mutual consent of the parties at each step. If the grievant fails to meet time maximums the grievance cannot be advanced to the next step, will be considered waived, and cannot be refiled. If the Administration/Board fails to meet the time maximums or to follow the negotiated grievance procedure as per the contract, the grievant may proceed to the next step.

4.04 Miscellaneous

- A. All dispositions, except at the informal level, shall be in writing.
- B. The grievant shall have the right to Association representation at all steps of the grievance procedure (formal and informal). The Association Representative at the informal step must be an employee of the Board unless the grievance involves discipline or discharge.
- C. If meetings between the grievant and a Board representative to discuss a grievance as required by this procedure are held during the workday of the grievant or his/her Association Representative, they shall suffer no loss of pay or benefits as a result of participation in such meetings.
- D. The Association shall be afforded the opportunity to be present at grievance adjustments.

- E. The Association President shall be given copies of all written grievances and adjustments of grievances.
- F. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.
- G. A grievance involving issues which the immediate supervisor does not have authority to change shall be filed initially at Step Three.

4.05 Procedure

A. STEP ONE:

Informal Procedure

A grievant shall first discuss his/her grievance with his/her principal or other immediate supervisor in an effort to resolve the matter informally.

B. Formal Procedure

STEP TWO:

If a grievance is not resolved under Step One the grievance and relief sought shall be reduced to writing and filed with the immediate supervisor not later than twenty (20) days after the grievant becomes aware or reasonably should have been aware of the matter giving rise to the grievance. Within five (5) days of receipt of the written grievance, the immediate supervisor shall meet with the grievant, and within four (4) days of the meeting shall indicate his disposition of the grievance in writing to the grievant and the Association.

STEP THREE:

If the grievance is not resolved at Step Two the grievant may within ten (10) days after receipt of the Step Two written disposition file the grievance with the Superintendent. Within six (6) days thereafter, the Superintendent shall meet with the grievant. Within five (5) days following the meeting the Superintendent shall give the grievant and the Association in writing the Step Three disposition of the grievance which shall include rationale in support of the disposition.

STEP FOUR:

If the grievance is not resolved in Step Three, the grievant may within ten (10) days after receipt of the Step Three written disposition, file the grievance with the Board. Within ten (10) days of receiving the grievance the Board shall notify the grievant and the Association of the date and time of the hearing before the Board. The Board hearing shall be held no later than thirty (30) days after receipt of the grievance.

Within ten (10) days following the hearing, the Board shall give the grievant and the Association the Step Four disposition.

This Step may be waived by mutual agreement of the Association and the Board in favor of moving the grievance directly to Step Five.

STEP FIVE:

If the Association is not satisfied with the disposition in Step Four, the Association may file a demand for arbitration with the American Arbitration Association within ten (10) days of receipt of the Step Four disposition. A copy of the Demand to Arbitrate shall be sent to the Board.

The parties shall select an arbitrator in accordance with the voluntary rules of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such times as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining agreement, nor add to, subtract from or modify the language therein in arriving at his decision on the issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

A copy of the ruling shall be sent to all parties at the hearing. The costs for arbitration shall be borne equally by the Association and the Board, except that each party shall bear the cost of its own representatives.

ARTICLE 5 – ASSOCIATION RIGHTS

5.01 Use of Buildings

- A. The Association shall have the right to use school buildings without charge for Association meetings after the employees' work day at times when the custodian is normally on duty. If the Association is given permission to hold a meeting at times when the custodian is not present, the building principal will determine what charges will be made for custodial time or other services and will provide the Association with an estimate of these charges prior to the meeting.
- B. Association meetings shall not interfere with instruction programs or extracurricular activities. In each building the principal will develop an informal method by which the Association must provide advance written notice of a request to use a building for a meeting.

5.02 Use of Equipment

- A. The Association may use typewriters, facsimile machines, copy machines, computers, and audiovisual equipment, provided they are not required for any school business or activity.
- B. The Association will generally supply its own consumable supplies. For uses which require sizable amounts of paper or repeated uses, the Association will supply the consumable supplies. The school principal shall make the determination authorizing use of school supplies by the Association.
- C. The Association assumes financial responsibility for loss or damage to school equipment which is caused by Association use.
- D. The Association may use the inter-school mail service. All applicable postal regulations will be adhered to. The Association will pay all actual costs incurred by the Board if the Board is required to charge for this privilege.
- E. Board provided bulletin boards in building office areas shall have designated sections for Association use.

5.03 Tuition Free Enrollment

The Board will agree to enroll the legally dependent children of bargaining unit members tuition free in the District provided:

- 1. The District has in existence the required educational program and staff to which the child or children must be assigned;
- 2. Enrollment will not cause class size to exceed the limits established by the Board for intra-district transfers and/or enrollments;
- 3. The child or children comply with Board and Administration policies, rules and regulations governing the conduct of students;
- 4. The member provides their transportation;
- 5. The member agrees to have their child or children assigned to another building should enrollment in the attendance center to which they are assigned require it;
- 6. The building assignment shall be determined by the Superintendent.

5.04 Tax Sheltered Deductions

Employees authorizing tax sheltered deductions shall be responsible for complying with all IRS requirements regarding such deductions. The Treasurer and the Board shall be held harmless relative to such deductions.

5.05 Notification of New Hires

The Administration will provide the Association President and Treasurer with the names and addresses of all newly-hired bargaining unit members ten (10) days prior to the end of their probationary period. Such information shall be only for the use of the Association.

ARTICLE 6 – SICK LEAVE

- 6.01 Employees shall accumulate sick leave credit at the rate of 1 1/4 days per month to a total of fifteen (15) days per year. Accumulation shall be two hundred thirty (230) days. Notwithstanding the amendment of ORC Section 3319.141 in 2011 and Article 41, Section 41.01 of this Agreement, sick leave for regularly employed part-time employees will continue to be credited in accordance with the parties' past practice.
- 6.02 A newly-employed employee who transfers from employment with another public agency in the State of Ohio shall be credited with the unused balance of sick leave from the previous employer, up to a maximum of two hundred twenty (220) days.
- 6.03 Newly-employed employees who have no accumulated sick leave, or employees who exhaust their accumulated sick leave, shall be credited with up to five (5) days sick leave one (1) time per school year. If an employee ends Board employment using advanced sick leave and not earning same, then the per diem amount shall be deducted for said unearned sick leave from the last pay check issued by the Board.
- 6.04 Sick leave may be used for absence due to personal illness, injury, exposure to contagious disease and illness, injury, or death in the employee's immediate family.
- A. Use of sick leave for death in the immediate family shall not exceed three (3) days per occurrence. The Superintendent may grant additional days if necessary.
 - B. Use of sick leave for illness or injury in the immediate family shall not exceed five (5) days per occurrence. The Superintendent may grant additional days if necessary.
 - C. Sick leave due to pregnancy disability shall be granted for a period of thirty (30) work days. In order to be granted sick leave due to pregnancy beyond the thirty (30) work days, a physician's statement will be required.
- 6.05 Immediate family shall include the employee's spouse, parents, child, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, grandchildren and members of the immediate household for illness or injury in the immediate family. As to death this definition of the immediate family shall also include son-in-law, daughter-in-law, sister-in-law and brother-in-law.

- 6.06 Sick leave may be used in one-half (1/2) day or whole day increments. However, employees who hold both cook and bus driver positions may use sick leave in one-third (1/3) day increments (i.e., a.m. route equals one-third; cook equals one-third; and p.m. route equals one-third).
- 6.07 Employees returning from sick leave are required to submit to their immediate supervisor a signed written statement on forms prescribed by the Board justifying the use of sick leave. If medical attention is required, the employee must present a licensed physician's certificate stating the nature of the illness. Employees accumulating a total of ten (10) days of absence during a school year shall be required to submit a statement from his/her physician certifying the probable period of disability and his/her ability to perform assigned responsibilities and shall be required to attend a conference with his/her supervisor and the Superintendent to discuss his/her absences.

6.08 Incentive Pay – Non Use of Personal Leave and Sick Leave

Each bargaining unit employee using two (2) or less total personal and sick leave days will receive the following incentive pay:

<u>Days Used</u>	<u>Amount</u>
0	\$300
1	\$175
2	\$100

An additional bonus of \$150 will be paid to bargaining unit employees still having personal leave days and not using personal leave/sick leave in May or June. Non-teaching employees will be responsible for notifying the Treasurer if they are eligible.

Partial year employment will be prorated based upon the number of work days in the job classification. Employees must be employed at least 50% of the school year to be eligible for this benefit.

- 6.09 The Board and the Association agree to administer a Sick Leave Bank (“Bank”) according to the following requirements:
 - A. An annual enrollment period shall be established between September 1 and September 15 for each employee to voluntarily donate not more than three (3) days of accumulated, but unused, sick leave to the Bank. The Bank must have not less than twenty-five (25) days at the end of the enrollment period as a condition of its operations during that school year. All employees who have not previously joined shall be given the opportunity to do so during the next enrollment period.
 - B. New employees hired after September 15 may enroll by donating one (1) sick leave day to the Bank within thirty (30) days after their date of hire.

- C. A Committee comprised of the Superintendent (or designee), the Association President (or designee), and one (1) administrator chosen by the Superintendent, and one (1) bargaining unit member chosen by the Association President shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion. The Superintendent (or designee) shall serve as chairman.
- D. Employees who have exhausted all of their sick leave accumulation and all other available paid leave, who have a serious or catastrophic illness, and who have contributed to the Bank may request sick leave days from the Bank. If an employee is medically incapable of making such a request, the request may be submitted by the Association president. The term “serious or catastrophic illness” for this purpose means a life-threatening or disabling long-term illness or injury that requires a substantial recovery period.
- E. Approved employees shall be granted up to a maximum of forty (40) days from the Bank. The Committee may grant up to an additional ten (10) days for a maximum of fifty (50) days per person, per lifetime.
- F. Members of the Bank shall be required to provide documentation to the Committee confirming a serious or catastrophic illness and an urgent need for leave days.
- G. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.
- H. The Bank shall not be used as a means for increasing retirement compensation and/or severance pay.
- I. Employees receiving sick days from the Bank shall be required to repay the Bank at the rate of one (1) day a year for five (5) years. Except in a case of layoff or medical disability, if the employee’s employment with the Board severs for any reason prior to full repayment, the Board will recoup the value of any day(s) not repaid from the employee’s final pay.
- J. Should the Bank be terminated, the days in the Bank will be redistributed on a pro-rated basis to those who contributed.
- K. Unused days contributed to the Bank will be carried over from one school year to the next. The Committee shall provide to the Association and the Board an annual report which includes the total number of accumulated days in the Bank, as well as the names and number of days each member donated. The report shall also include the total number of days that were granted to employees, and who received them.

ARTICLE 7 – PERSONAL LEAVE

- 7.01 A full-time employee shall be granted a maximum of three (3) days personal leave during each school year. Unused leave may not be accumulated.
- 7.02 A written notice of intent to use personal leave shall be submitted to the employee's immediate supervisor at least three (3) work days before the requested leave date except in emergencies.
- 7.03 Request for personal leave shall be submitted to the employee's immediate supervisor for review not later than three (3) work days prior to the date of the requested leave except in case of an emergency.
- 7.04 Personal leave shall be used in a minimum of half-day increments. However, employees who hold both cook and bus driver positions may use personal leave in one-third (1/3) day increments (i.e., a.m. route equals one-third; cook equals one-third; and p.m. route equals one-third).
- 7.05 No more than ten percent (10%) of the employees in any classification shall be granted personal leave for the same day unless approved by their supervisor.
- 7.06 Personal leave shall not be used to work at another job.
- 7.07 Incentive Pay – Non Use of Personal Leave and Sick Leave

See Article 6, Section 6.08 of this Agreement.

ARTICLE 8 – PARENTAL LEAVE

8.01 Leave Rights

Any employee who is expecting a child or who is adopting a child five (5) years old or less shall be granted (upon application) a leave of absence without pay. Such leave shall be no longer than one year.

8.02 Application for Leave

Applications for parental leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to service.

8.03 Reinstatement Rights

Upon return from approved parental leave the employee shall be entitled to reinstatement to the same classification and hours or by mutual agreement to another position, the only exemption being a reduction in force. (See Article 26.)

ARTICLE 9 – ASSAULT LEAVE

- 9.01 Employees shall report immediately to their supervisor or principal in all cases of assault suffered by them in connection with their employment.
- 9.02 Whenever an employee is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of and/or in the course of his or her employment, he or she shall be paid his or her full wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate Workers Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.
- 9.03 Section 9.02 of this Article shall be void if, through due process, the employee was found to be negligent or had acted irresponsibly.
- 9.04 To qualify for assault leave under the provisions of this Article, the employee shall file charges against his/her assailant in the appropriate court of jurisdiction. Should damages be awarded, said award shall be used to reimburse the Board for any costs incurred due to granting assault leave. Any money awarded by a court above the Board's cost shall be retained by the employee.

ARTICLE 10 – ASSOCIATION LEAVE

- 10.01 Upon written request unpaid leave shall be granted for no more than three (3) employees at one time to attend annual meetings and conferences of the Association.
- 10.02 Such leave shall not exceed nine (9) member days per year. The Association President shall submit a request in writing to the Superintendent ten (10) days in advance of the meeting informing him/her of the names of the persons desiring to attend.

ARTICLE 11 – JURY DUTY LEAVE

- 11.01 Employees shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty, the employee shall receive his/her regular rate of pay but, upon completion of jury duty, the employee shall remit all jury duty pay (less mileage and meal allowances) to the Board Treasurer.

ARTICLE 12 – UNPAID LEAVES

- 12.01 Upon written request supported by a doctor’s statement, the Board shall grant to any employee an unpaid medical leave for reasons of personal illness, injury or disability.
- 12.02 Medical leave shall be granted for a period of up to one (1) year. Such leave shall be renewed by the Board upon request for up to one (1) additional year and thereafter may be renewed upon request by Board approval, for up to one (1) more additional year making a maximum total of three (3) consecutive years.
- 12.03 Upon written request, the Board may grant an unpaid leave of absence for reasons other than medical for a period not to exceed two (2) consecutive school years. This leave may be renewed by the Board upon request.
- 12.04 All requests for unpaid leave shall specify the reason(s) for the leave, the proposed beginning date and the proposed duration.
- 12.05 An employee on unpaid leave shall inform the Superintendent, in writing, of his/her intention to return to duty at least twenty-one (21) calendar days before the expiration of the leave. Any employee who fails to report to work on the first work day following the expiration of his/her leave of absence, or who is otherwise absent without having been granted an approved paid or unpaid leave shall be deemed to have resigned his employment.
- 12.06 Upon return from leave, the employee shall resume the same classification and same status which was held prior to the leave, the exception being an intervening reduction in force.
- 12.07 An employee on unpaid leave for thirty (30) work days or more shall have the right to continue at the employee’s cost any or all insurance benefits at the Board’s group rate for the duration of the leave.
- 12.08 An employee on an approved unpaid leave will not be required to pay the cost of a substitute who fills in for him/her. It is mutually recognized that, except as otherwise provided in Section 12.01 above, an employee has no right to unpaid leave and that the Board and Superintendent are not obligated to approve any such leave, including “dock days”, but can approve such leaves if they choose to do so in their sole discretion.

ARTICLE 13 – HOLIDAYS

- 13.01 Employees shall receive the following paid holidays: Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas; New Years Day; Martin Luther King Day; Memorial Day; and 12 – month employees: Day after Christmas; July 4; New Year’s Eve Day; President’s Day; and Good Friday.

- 13.02 In addition to the above-listed holidays, each employee shall receive a floating (birthday) holiday with pay each school year (July 1-June 30) to be taken in a whole-day increment mutually agreed to by the employee and immediate supervisor. If the employee gives at least a three (3) day advance notice, approval by the immediate supervisor will not be withheld in the absence of extraordinary circumstances. It is mutually understood that approval will in no event be given for a day during the period from May 1 through June 10 or if approval of the day, coupled with approved personal leave for that day under Article 7 of this Agreement, would result in more than 10% of the employees in any classification being absent from their scheduled work.

ARTICLE 14 – VACATION

- 14.01 Each full-time (12-month) nonteaching school employee, including full-time hourly rate and per diem employees, after service of one (1) year with the Board shall be entitled during each year thereafter while continuing in the employ of the Board to vacation leave with full pay for a minimum of ten (10) days.
- 14.02 Employees continuing in the employ of the Board for five (5) or more years of service shall be entitled to vacation leave with full pay for a minimum of fifteen (15) days.
- 14.03 Employees continuing in the employ of the Board for eleven (11) or more years of service shall be entitled to vacation leave with full pay for a minimum of twenty (20) days.
- 14.04 Employees continuing in the employ of the Board for twenty-five (25) or more years of service shall be entitled to vacation leave with full pay for a minimum of twenty-five (25) days.
- 14.05 Upon separation from employment, an employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation, not to exceed thirty (30) days.
- 14.06 Vacation leave may be accumulated not to exceed thirty (30) days per fiscal year.
- 14.07 A written notice of intent to use vacation shall be submitted to the employee's immediate supervisor at least three (3) work days before the requested date except in emergencies.

ARTICLE 15 – CALAMITY DAYS

- 15.01 All employees shall receive their normal pay on those days, or portions thereof, which are deemed "calamity days" by the Superintendent.
- 15.02 Those employees required to work on such days shall be compensated at their regular rate of pay for two times the total hours worked (eight (8) hours worked on a calamity day equals sixteen (16) hours pay at regular rate). Such employees shall be paid at this

double time rate for not more than a total of five (5) calamity days within a particular school year. Notwithstanding the foregoing language, should the sheriff declare a Level 3 emergency in a county in which a district school is located, an employee who works at that school is not required to report to work during the shift in which the Level 3 emergency occurs.

In addition, any hours worked on a calamity day which was forgiven by the State Department of Education shall be paid at the double time rate. All employees affected by this clause shall be required to return to work when the number of State defined calamity days have been exhausted.

- 15.03 This time worked shall not be regarded as overtime, nor compensated for as such.
- 15.04 The immediate supervisor shall determine which employees are required to work on calamity days and the duration of such scheduled work. Day shift employees shall be contacted first. This Section does not apply to custodial coverage for an extracurricular activity that occurs on a calamity day but that falls outside the regularly scheduled work hours of the employees required to work such calamity day, it being understood that custodial coverage for such an extracurricular activity, if needed, will be provided in accordance with Section 15.05 below.
- 15.05 With respect to an extracurricular activity scheduled on a calamity day, which extracurricular activity falls outside the regularly scheduled work hours of the employees required to work on such calamity day, the immediate supervisor shall determine which custodians are required to work with the further understanding that such determination will be on a rotation basis by classification seniority.

ARTICLE 16 – PAY

- 16.01 All pay envelopes shall include the following information:
 - Dues Deduction
 - SERS Deductions
 - Tax Shelters
 - Sick Leave Accumulation
 - Insurance Deductions
 - Overtime/Extra Work
 - Unused Vacation
 - Unused Personal Leave
- 16.02 All employees shall be paid in twenty-four (24) equal pays on the 15th and 30th of each month. If a pay day falls on a weekend or holiday, the pay date shall precede the weekend or holiday. Paychecks shall be direct deposited.
- 16.03 An employee's regular pay shall be divided equally among pay periods. Overtime and extra work pay will be added to the employee's regular pay in the pay period in which it is earned.

ARTICLE 17 – DEDUCTIONS

- 17.01 The Board agrees to deduct from the wages of any employee-member of the Association, the dues of the Association, upon presentation of a written deduction authorization from the employee-member of the Association. All monies deducted for such purpose shall be paid promptly to the Association. The employer, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.
- 17.02 By not later than September 15 of each year, the Association President and Treasurer shall receive from the District Treasurer a list of names of those bargaining unit members who have been hired since the previous June 30. Subsequently, the deduction of Association dues shall commence with the last regularly scheduled pay in October, if the Board Treasurer has received written notice from the Association of the affected employees and the dues amount by not later than the immediately preceding October 15, and shall thereafter be made in eighteen (18) consecutive installments. Employees enrolling for payroll deduction after the schedule has commenced shall have only the remaining number of deductions in the schedule taken from their pay. After the conclusion of the deduction schedule new employees shall not be eligible to have dues deducted from their pay until the following school year.
- 17.03 In the event an employee severs employment, the Treasurer shall deduct all owed and remaining dues for the year from that employee's last check to the extent there are funds in that paycheck available after other required deductions.
- 17.04 If requested, payroll deductions will also be made for payment to annuities programs, insurance programs, and credit unions. Employees who want these deductions must submit written requests on or before the 20th day of the month prior to the month when they want the deductions to begin.
- 17.05 The pay stub shall identify the amount and designation of each deduction.
- 17.06 Changes in assigned hours of regularly employed members shall be forwarded to the Association Treasurer by the Board Treasurer within five (5) days.

ARTICLE 18 – FAIR SHARE FEE

- 18.01 In accordance with the provisions of ORC Section 4117.09 (C), effective July 1, 2000, the Board shall deduct from the pay of new members of the bargaining unit who elect not to become members of the Association, and those who join the Association during a school year but later elect to withdraw from the Association, a fair share fee for the Association's representation of such non-members.
- 18.02 The Association shall provide reasonable notification to the above described non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of said fee. No non-member filing a timely demand shall be required to

subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. The Association shall make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.

- 18.03 The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09 (C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each above described non-member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and of the State of Ohio.
- 18.04 Upon timely demand, above described non-members may apply to the Association for an advance reduction/rebate of the "fair share fee" pursuant to the internal procedure adopted by the Association.
- 18.05 Notice of the amount of the annual "fair share fee," which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 30th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
- 18.06 Payroll deductions of such "fair share fees" shall begin at the second payroll period in January, except that no "fair share fee" deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's rebate procedure.
- 18.07 The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the "fair share fee" with respect to the former member, and the amount of the fee yet to be deducted shall be the annual "fair share fee" less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination date of membership.
- 18.08 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such "fair share fee" deductions were made, the period covered, and the amounts deducted.
- 18.09 The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
- 18.10 The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the rights to waive indemnification by the Association at any time and provide its own defense.

ARTICLE 19 – SENIORITY

- 19.01 The recognition of seniority rights shall be the result of counting the years and months of continuous service in the District.
- A. District Seniority shall be defined as the length of regular employment by an employee with the Board as computed from the employee's most recent date of hire.
 - B. Job Classification seniority shall be defined as the length of regular employment by an employee in a particular job classification as computed from the employee's date of entry into such job classification.
- 19.02 Bargaining unit members who are approved for an authorized leave of absence shall have their seniority rights computed as follows:
- A. Employees approved for the following leaves of absence shall continue to have their seniority accrued while on such leaves:
 - i. Sick Leave (Article 6)
 - ii. Personal Leave (Article 7)
 - iii. Parental Leave (Article 8)
 - iv. Assault Leave (Article 9)
 - v. Association Leave (Article 10)
 - vi. Jury Duty Leave (Article 11)
 - vii. Leave for Holidays (Article 13)
 - viii. Leave for Vacation (Article 14)
 - ix. Leave for Calamity Days (15)
 - x. Leave under the Family Medical Leave Act (FMLA)
 - B. Employees approved for Unpaid Leaves under Article 12 shall not accrue seniority for the school year (July 1 through June 30) in which such leave occurs unless the employee actually works at least 120 days during that school year (in which case the employee will accrue a full year of seniority credit). Upon return to work, all service credit accrued to an employee prior to the unpaid leave of absence shall be counted in computing seniority rights.
- 19.03 Employees who voluntarily resign or are discharged terminate their seniority.
- 19.04 Seniority shall take into account probationary periods in accordance with Article 20.
- 19.05 When an employee transfers or is reassigned to another classification, he/she retains his/her job classification seniority in his/her former classification.

ARTICLE 20 – PROBATIONARY PERIOD

- 20.01 Probationary periods shall be for the use by the Board to determine the fitness and adaptability of any new or transferred employee.

- 20.02 The probationary period for new employees shall be sixty (60) scheduled work days.
- A. During such probationary period, new employees shall not have seniority rights.
 - B. Upon successful completion of the probationary period, new employees shall be granted seniority computed from their (initial) date of hire.
- 20.03 The probationary period for transferred employees who change job classifications, or who change job positions within the same classification, shall be thirty (30) scheduled work days. However, the thirty (30) day period may be shortened by the Superintendent upon receipt of a written request signed by the employee and the immediate supervisor. A copy of the Superintendent's written response will be provided to the employee, the immediate supervisor, and the Association President.
- A. Employees who transfer or are transferred from one job classification to another will not accumulate job classification seniority in their new job classification until completion of the probationary period.
 - B. During the probationary period, such employees will continue to retain seniority in their former job classification.
 - C. Upon successful completion of the probationary period, the employees will acquire seniority in the new job classification for all of the days of the probationary period.
 - D. At the completion of the probationary period, the employee may elect to return to his/her previous classification.
 - E. If the Board determines that the probationary period has been unsuccessful, the employee shall be returned to his/her previous position. Written reasons for the unsuccessful probationary period shall be given to the employee upon request.
- 20.04 A probationary discharge for a newly-hired employee shall not be subject to the grievance procedure. A discharge, for an employee who has successfully completed the initial probationary period for new hires, shall be subject to the grievance procedure.
- 20.05 The provisions contained herein shall supersede ORC 3319.081 and, therefore, it will not be necessary to issue bargaining unit members individual employment contracts.

ARTICLE 21 – DISCIPLINE/DISCHARGE OF EMPLOYEES

- 21.01 No employee shall be demoted, suspended, or terminated except for violation of written rules and regulations as set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

21.02 In the dispensing of disciplinary measures, the supervisor or administrator shall ordinarily initially impose a verbal or written warning to the employee for any abuse of conduct, violation of rules or regulations, or deficiencies; however, when in the judgment of the supervisor and/or administrator, other disciplinary action is deemed to be appropriate, that judgment may be made without having first provided the employee with a warning.

21.03 The following procedure shall be used in terminating an employee:

- A. The Treasurer shall send written notice to the employee that the Board contemplates taking such action and the charges and specifications for it;
- B. The Treasurer's notice will inform the employee of the right to appear before the Board for an informal hearing regarding the contemplated termination. Said notice shall include the date and time of the hearing, and must be sent at least fifteen (15) days before the hearing date;
- C. At the hearing, the employee may be represented by counsel or by a representative of the Association. The hearing shall be conducted in executive session;
- D. Within five (5) days of the hearing, the Board's Treasurer shall send the employee written notice of the Board's decision;
- E. Within ten (10) days following the receipt of such notice by the employee, the employee may request the Association to proceed to arbitration in accordance with Step V of the grievance procedure under Article 4, Section 4.05 of this Agreement;
- F. In cases of gross misconduct by the employee or where his or her continued presence on school property poses a realistic possibility of disruption of, interference with, or endangering of the school program, students, or other employees, the Superintendent may suspend the employee pending the hearing provided above. In the case of such suspension, the Superintendent shall promptly notify the employee of the suspension and the reasons for it. The employee may request a conference with the Superintendent to discuss the suspension or the reasons for it within five (5) days of his or her receipt of the Superintendent's notice. The employee may otherwise challenge his discipline pursuant to paragraph (B) above.

21.04 Disciplinary action (other than termination which is addressed in Section 21.03 above) which results in a loss or reduction in pay (e.g., suspension, demotion, etc.) or written warnings which become a part of the employee's official personnel record shall be appealable through the grievance procedure.

- A. The employee may file a grievance within five (5) days from the date the discipline is affected.
- B. Such a grievance shall be initiated by Step III of the grievance procedure.

- C. If the grievant is not satisfied with the results attained through the grievance procedure following the conclusion of Step IV, then the aggrieved employee may file a written appeal within ten (10) days following the receipt of the written disposition of the Board, and request the Association to proceed to arbitration in accordance with Step V of the grievance procedure under Article 4, Section 4.05 of this Agreement.

21.05 The parties intend this Article to exclusively govern the discipline and termination of employees and to supersede and take the place of ORC Section 3319.081.

ARTICLE 22 – PERSONNEL FILES

22.01 The Board shall maintain an official personnel file for each employee in the administrative center. All items in the file shall show the date of filing. All documents in the file shall be signed or identified as to source.

22.02 Each employee has the right to examine his/her file. The employee may be accompanied by a representative. The file will be available within three (3) working days of an employee's request. The employee has the right to attach written comments to any item in the file.

22.03 The file shall not be removed from the administrative center by the employee. One (1) copy of each item in the file may be obtained at no cost. Additional copies may be obtained if the employee pays the reproduction cost.

22.04 Nothing in this Agreement shall prevent any administrator from maintaining a file system for personal use. Such a file shall not be part of the official personnel file as described in Section 22.01 above.

22.05 Each file shall contain a record of when and why the file was opened.

Exceptions to this provision are:

- A. The filing of items
- B. Obtaining information for required reports
- C. Routine personnel functions performed by central office employees

22.06 Items of reprimand placed in an employee's file will be reviewed by the employer after one year. If the reason for the reprimand is determined to be corrected by the Superintendent, the supervisor will attach a letter to the original reprimand indicating the problem has been corrected.

ARTICLE 23 – EVALUATION

- 23.01 The Board will maintain an evaluation process which shall require:
- A. One (1) written appraisal per school year by the employee’s immediate supervisor who is outside the bargaining unit. In cases of extraordinary circumstances, the appraisal may be done by the Superintendent’s designee instead of the immediate supervisor so long as the employee has had thirty work days notice prior to the appraisal conference of who will be doing the evaluation.
 - B. Identification of employee’s strengths.
 - C. Identification of any deficiencies.
 - D. Suggestions for improvement.
 - E. A conference between the evaluator and employee to review the appraisal.
 - F. Opportunity for the employee to append a written statement to the appraisal document.
- 23.02 Neither the employee nor the Association may grieve the contents of the written appraisal.
- 23.03 Supervisors shall be trained in evaluation techniques. No discharge shall be invalidated based on alleged inadequate training of the evaluator.
- 23.04 A member will sign the evaluation form as follows:
- I (agree) (disagree) with the evaluation
Signature _____

ARTICLE 24 – COMPLAINTS

- 24.01 If a public complaint regarding an employee’s work performance is considered by the supervisor to be substantial, then the immediate supervisor will meet with the employee to discuss the complaint and attempt to affect a resolution. The immediate supervisor or the employee may request a meeting between the employee, the complainant, and the immediate supervisor at a mutually convenient time.
- 24.02 If the complainant is not satisfied at the immediate supervisor level, it may be appealed to the Superintendent. Such complaints shall be put in writing and signed by the complainant. The Superintendent will meet with the employee to discuss the complaint and attempt to affect a resolution. The Superintendent or the employee may request a meeting between the employee, the complainant and the Superintendent at a mutually convenient time.

- 24.03 In the event the Administration desires to place the record of the conference held between the complainant, employee and immediate supervisor in the employee's personnel file, the employee shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. If any resolved complaint is included in an employee's file, the entry shall specify that the issue was resolved. No notation shall be made in the employee's file of any anonymous complaint that does not require corrective action on the part of the employee. This paragraph does not prevent an administrator or supervisor from maintaining his personal notes.
- 24.04 An employee may be accompanied by a representative of his/her choosing at any level of the complaint procedure.
- 24.05 The parties recognize that they cannot require the attendance of a complainant at a meeting.
- 24.06 This Article does not restrict the Administration from commencing an investigation as to the authenticity of information related to a complaint. Such investigation may result in the initiation of discipline or discharge.

ARTICLE 25 – POSTING AND BIDDING

- 25.01 When new permanent positions become available, or daily hours in an existing bargaining unit position are increased by one (1) or more hours for at least six (6) consecutive weeks, or vacancies occur, notice of the vacancy including the number of hours will be posted within ten (10) working days. A notice shall be posted conspicuously in all school buildings and the bus garage for a period of five (5) working days. Any bargaining unit member may request the vacancy by sending written notice (bid) to the Superintendent.
- A. During the summer vacation for students, vacancy notices will be posted in the Board office. In addition a copy will be forwarded to the Association President and to each member who expresses an interest in a different position or in a transfer in his/her letter of intent submitted to the Superintendent's office March 1 of each year. This letter of intent shall include the following statement for employees to complete:

Please notify me of any vacancy(ies) in the following area(s):

Employees may apply for such vacancies by filing a written request with the Superintendent.

For vacancies occurring after August 1, until the first day of school, the Superintendent need only contact those bargaining unit members who have submitted a letter of intent for the position, and the position may be filled within forty-eight (48) hours. Any secondary vacancies may be filled in the same manner.

- B. Secondary vacancies which may arise from the award of a bid shall be posted in accordance with Section 25.01 and 25.01A, above.
 - C. By March 1 of each year, available temporary positions for tractor mowing, lawn mowing, weed-eating, and bus cleaning shall be posted for bid. By June 1 of that same year, a second posting will be made restricted to only tractor mowing, lawn mowing, and weed-eating positions.
 - D. By October 1 of each year, available temporary positions for snow removal shall be posted for bid.
- 25.02 The employee bidding on a vacancy who is qualified, as determined by the local Superintendent, to do the job and who has the greatest classification seniority shall be awarded the vacant position. (Note: The Head Cook, Second Cook and Cook Cashier shall be considered as all being in one classification for seniority purposes for cafeteria assignment and/or cafeteria transfer purposes only). In the event no bid is received from employees in the classification where the vacancy exists, the bidding employee who is qualified, as determined by the Superintendent, to do the job who has the greatest district seniority shall be awarded the vacant position.
- A. An employee is qualified for a position within the meaning of Section 25.02 above, if he/she is competent to perform the duties stated in the position description, in the opinion of the Superintendent.
 - B. In the case of identical seniority and qualifications of two employees, the tie should be broken by the following in the order stated: (1) date of the Board meeting hiring the regular employee, and (2) if that doesn't break the tie, then it shall be broken by the toss of a coin.
 - C. No member shall qualify for a second position which would require the Board to pay overtime on a regular basis.
- 25.03 An employee who involuntarily transferred into a classification with a lower rate of top pay shall be placed on the step in the new classification which results in the least loss of pay to the transferring employee; provided however, that the employee shall not be placed higher than the third step of the new classification.
- 25.04 The Superintendent will submit a copy of each posting to the Association President.

ARTICLE 26 – REDUCTION IN FORCE

Whenever the Board deems it necessary to reduce the number of employees due to lack of funds, lack of work, or the abolishment of a position, the following procedures shall apply:

- 26.01 To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for those employees who retire,

resign or are discharged. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.

26.02 Reductions needed beyond those available as mentioned above, will be made by first laying off temporary employees and then regular employees. Riffed employees shall be offered the first opportunity to fill substitute and temporary positions by district seniority.

26.03 The procedure to be used will be as follows:

- A. All members of the bargaining unit shall be placed on seniority lists according to classification. Prior to a reduction in force, the Board will notify the local Association President of the upcoming layoffs and necessity for it. The Board will also prepare a list of names, classifications, and seniority dates of all affected employees.
- B. All layoffs shall begin with the least senior employees within a classification and continue in inverse order of job classification seniority.
- C. A laid-off employee(s) that has transferred from one classification to another classification may displace any employee from their previous classification provided the employee has less job classification seniority than the displaced employee. Subsequently, any employee who is displaced by a more senior employee shall also have the right to displace a less senior employee within the same classification. An employee entitled to bumping rights must notify the Board within two (2) work days if he/she intends to exercise this right.
- D. If two (2) or more employees subject to layoff have equal job classification seniority, the determination as to who shall be laid off will be made on the basis of the greater district seniority. If district seniority is equal, then the determination shall be made in the following order:
 - (1) date of Board meeting hiring the regular employee, and
 - (2) coin toss.

26.04 The names of employees who are laid off in a reduction in force shall be placed on a recall list for up to twenty-four (24) months from the date of suspension. Those on the recall list shall have the following rights:

- A. Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the Board of an opening within their classification. Such notices shall be sent by certified mail to the last address given the Board by the employee.
- B. Employees on the recall list will be recalled in reverse order of layoff (i.e., most senior) for vacancies.
- C. Any employee who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

- 26.05 The Administration will provide letters of recommendation for bargaining unit members affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon request of the bargaining unit members.

ARTICLE 27 – COMMUNICATION COMMITTEE

- 27.01 Informal committees shall be established as an aid to communications between the staff and Administration. The membership on one (1) committee shall be the Superintendent (or his/her designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the Association President (or his/her designee) and a maximum of three (3) persons appointed at the discretion of the Association President. In each building another committee shall be formed consisting of the building principal(s) and building association representative(s).
- 27.02 These committees shall meet upon the request of the Administration or the Association.
- 27.03 The purpose of the committees shall be to aid in communications between both parties. The procedures shall consist of informal discussion aimed at clarifying issues or answering questions. The discussions held by these committees shall not be construed as negotiations nor as an official decision-making process. The discussions of these committees shall not result in modifications or additions to this Agreement.
- 27.04 The minutes of the building's meetings shall be sent to the Superintendent, Association President and Board members.

ARTICLE 28 – LUNCH HOUR/REST BREAKS

- 28.01 All employees who work six (6) or more hours per day are entitled to an unpaid one-half (1/2) hour uninterrupted break for lunch.
- 28.02 All employees who work more than a four-hour consecutive block of time shall be entitled to a fifteen minute rest break during such four hours. This Section does not apply to bus drivers.
- 28.03 Bus drivers on an all-day field trip shall have lunch as paid time while on the trip.

ARTICLE 29 – CAFETERIA EMPLOYEES

- 29.01 The immediate supervisor for each cafeteria employee shall be the Director of Special Services.
- 29.02 Cafeteria Work Schedule
- A. The normal work hours and year for all cafeteria employees shall be:

Head Cook: Six (6) to seven (7) hours per day (inclusive of lunch). One hundred eighty-two (182) days per year (excluding holidays).

2nd Cook: Six (6) to seven (7) hours per day, one hundred eighty (180) days per year (excluding holidays).

Cook/Cashier: Two (2) to six (6) hours per day. One hundred eighty (180) days per year (excluding holidays).

- B. No current employee shall be reduced in hours unless the employee bids to a position with fewer hours. If an employee dies, resigns, retires or is terminated, the Administration will conduct a study to be completed within ten (10) days to determine if the production level has decreased to the point to necessitate a corresponding decrease in total hours in the affected cafeteria or has increased to necessitate a corresponding increase in total hours in the affected cafeteria. If the administration study shows a decrease necessitating a posting of fewer hours, the existing position in that building with the fewest hours will be the one posted, unless no one bids on the higher hour vacancy (in which case it will be the position with hours reduced). This provision does not affect the Administration's right to abolish a position.
- C. The minimum daily cafeteria staffing for each building shall be sufficient to do the work required by the number and types of meals served. The scheduling of the hours shall be determined by the Administration. However, there shall be no arbitrary or capricious change in schedules.

29.03 Absences Covered

In the event of the absence of a cafeteria employee, the cafeteria employee in the affected building with the next highest number of scheduled work hours will substitute for the absent cafeteria employee. This progression will continue until the absence to be covered is the position with the lowest number of scheduled work hours. This absence will be covered by a substitute. This paragraph will only apply when there is more than one cook reporting in a building.

29.04 Banquet Rate

Cafeteria employees will be paid at the regular rate of pay for working special events or banquets.

29.05 Aprons and Towels

The Board, at its expense, will provide each cafeteria employee with his/her own supply of durable aprons, hair nets, and any Board-required protective clothing.

29.06 The Board will not change its existing practice of allowing cafeteria employees to consume food prepared in the kitchen.

29.07 Cafeteria Department Meetings

The Administration will hold two (2) meetings each year for head cooks to discuss cafeteria procedures. Head cooks shall be paid at their regular rate for these meetings.

ARTICLE 30 – SECRETARIES

30.01 Supervision

The immediate supervisor for each secretarial employee shall be the building principal.

30.02 Schedules

The regular number of hours per day of an employee shall not be decreased during the school year except by mutual agreement of the employee and Superintendent. The scheduling of those hours and rescheduling shall be a management decision, but shall not be done arbitrarily or capriciously. If an employee resigns, retires, dies or is terminated during a school year, the Board may determine the regular number of hours for the replacement, if any. Between school years, the Board may reduce the regular number of hours per day of a position(s) for lack of funds or lack of work.

ARTICLE 31 – PARAPROFESSIONALS

31.01 Supervision

The immediate supervisor for each paraprofessional shall be the building principal.

31.02 Schedules

The regular number of hours of an employee shall not be decreased during the school year except by mutual agreement of the employee and Superintendent. The scheduling of those hours and rescheduling shall be a management decision, but shall not be done arbitrarily or capriciously. If an employee resigns, retires, dies or is terminated during a school year, the Board may determine the regular number of hours for the replacement, if any and state same when job is posted. Between school years, the Board may reduce the regular number of work hours of a position(s) for lack of funds or lack of work.

31.03 Testing

Any paraprofessional hired prior to January 8, 2002, who is required to comply with the provisions of the No Child Left Behind Act shall be notified by the Administration of testing dates to become “highly qualified.”

31.04 Summer School Work

Summer school paraprofessional positions will be posted and any paraprofessional agreeing to work during summer school shall be compensated according to their current

rate of pay according to the Paraprofessional pay scale in this Agreement. The filling of summer school paraprofessional positions will be based on seniority beginning with the most senior applicant and proceeding to the least senior applicant, with the further understanding that an applicant with documented performance problems during any of the immediately preceding three (3) summers may be by-passed.

- 31.05 A paraprofessional who is required by his/her supervisor to work beyond the regularly scheduled work day must submit to the Treasurer, a supervisor-approved time sheet, within three (3) work days of the end of the pay period in which the day was worked. The time sheet must accurately record such additional time worked and the employee will be compensated for such additional time at the employee's regular rate (unless by operation of law, an overtime rate applies.)

ARTICLE 32 – CUSTODIAL EMPLOYEES

32.01 Supervision

The immediate supervisor for each custodial employee shall be the Maintenance Supervisor. However, the building principal will have secondary supervisory authority. The Maintenance Supervisor and/or principal may modify the employee's daily work routine in order to complete special projects or address emergency situations.

32.02 Schedules

The regular number of hours per day of an employee shall not be decreased during the school year except by mutual agreement of the employee and Superintendent. The scheduling of those hours and rescheduling shall be a management decision, but shall not be done arbitrarily or capriciously. If an employee resigns, retires, dies or is terminated during a school year, the Board may determine the regular number of hours for the replacement, if any. Between school years, the Board may reduce the regular number of work hours per day of a position(s) for lack of funds or lack of work.

32.03 Uniforms

The Board shall provide custodial employees with work uniforms. The Association agrees that such uniforms will be worn properly during all working hours. The Board shall provide for and pay the cost of laundry service for the uniforms.

- 32.04 Overtime shall be offered to all custodians and assigned on a rotating basis in accordance with classification seniority. Custodians refusing assigned overtime will be placed at the bottom of the seniority rotation list. A custodian can choose not to be on the list for a school year (July 1–June 30) by giving written notice to the Superintendent (or designee) of that choice prior to July 1. If such notice is received on or after July 1, the custodian will be removed from the list for the remainder of the school year.

- 32.05 It is mutually understood that there is no obligation to contact a custodian on vacation or other approved leave should an overtime opportunity arise. The supervisor's obligation is to try in good faith to contact the custodian whose name comes up on the rotation list established under Section 32.04 at least one (1) time.
- 32.06 In the event a custodian is absent from work, then other custodians working in the same building shall be offered, on a classification seniority basis, the opportunity to temporarily work in the absent employee's position.
- 32.07 A custodian shall be scheduled to work when school buildings are being used for banquets. When overtime work for other events within the District is authorized, the following principles apply;
- A. If the event is being held inside a school in the District, the overtime will be assigned to the custodians who regularly work in the building in which the event is being held.
 - B. If the event is being held outside a school, the overtime will be assigned to the custodians who regularly work in the building that is sponsoring the event.
 - C. If the event is a multi-school event, the overtime will be divided equally among the custodians of the building that are sponsoring the event. In the event only one (1) or an unequal number of custodians are required in order to accommodate at least one (1) custodian from the sponsoring buildings, the overtime will be rotated between the buildings.
 - D. If the outside event is a District-wide event, the overtime will be assigned based upon the District overtime list. The assignment of all overtime will be carried out in accordance with Section 32.04 of this Article.

ARTICLE 33 – GENERAL UTILITY

33.01 Supervision

The immediate supervisor for the General Utility employee shall be the Maintenance Supervisor.

33.02 Schedules

The regular number of hours per day of employees shall not be decreased during the school year except by mutual agreement of the employee and the Superintendent. The scheduling of those hours and rescheduling shall be a management decision, but shall not be done arbitrarily or capriciously. If the employee resigns, retires, dies, or is terminated during a school year, the Board may determine the regular number of hours for the replacement, if any. Between school years, the Board may reduce the regular number of work hours per day of the position for lack of funds or lack of work.

ARTICLE 34 – BUS DRIVERS

34.01 A. Extra Trips

1. All bargaining unit members, who possess a current CDL, and who desire to drive extra trips shall sign a list on or before the first day of the school year. It is understood that an employee who is not a regular bus driver but who signs the list is eligible to take only those trips that do not interfere with the employee's completion of his/her regularly assigned job duties. Drivers hired after the first day of the school year shall have the right to have their name placed on the extra trip list.
2. The drivers' names shall be placed on the list by seniority. Seniority shall be determined by the most recent date of entry into the bus driver classification.
3. Field trips will be numbered sequentially and dated by the Director of Special Services.
4. The Director of Special Services shall maintain a board in the transportation office that only lists all numbered and dated field trips that will occur within the next eighty (80) calendar days. The selection of field trips by regular bus drivers shall occur as follows:
 - a. Drivers shall choose one (1) trip at a time on a rotation basis beginning with the most senior driver and continuing to the least senior driver. Trips are to be chosen within one (1) working day (24 hours) of being listed. A driver cannot choose a trip that conflicts with the driver's ability on the day in question to perform and complete his/her second district job (if the driver has a second position.)
 - b. If a driver refuses to choose a trip, then choosing that trip shall fall to the next senior driver. However, the driver who refuses a trip shall be kept in the seniority rotation unless he/she notifies the Director in writing on the required form that he/she does not want to be considered for field trips for a specified period of time; the form will include a provision for the driver to submit a signed reminder to the Director five (5) to ten (10) work days in advance of the date of his/her reinstatement to trip eligibility, and it is understood that such reinstatement will not affect any trip already assigned. A driver may not use the form to opt out of trip eligibility more than once during a school year.
5. The Director of Special Services shall also have a "short list" posted on the board maintained in the transportation office under Paragraph 4 above. The "short list" shall consist of those trips received by the Director that

need to be scheduled or re-scheduled in less than a twenty-four (24) hour period. Field trips appearing on the “short list” shall be assigned on a rotation basis by seniority starting with the next regular driver on the field trip list as stated in Section 34.01, Paragraph A. 1. above. “Short list” trips include:

- a. New trips
 - b. Cancelled trips that need to be re-scheduled; and
 - c. Turned in trips (trips that a driver is unable to drive)
6. If the Director of Special Services has less than two (2) hours advance notice of a trip, or the need for a driver to drive a trip, it is recognized that the Director may assign the trip to whomever is available and willing to take it.
 7. It is the responsibility of a driver to notify the Director of Special Services as soon as possible if he/she is unable to drive a trip he/she has chosen. A driver may not turn in a trip unless an unforeseen circumstance occurs after the driver chose that trip that makes driving the trip a genuine hardship.
 8. Trips that are cancelled must be listed as cancelled on the board in the transportation office. Trips cancelled and rescheduled within two (2) hours will be kept by the assigned driver. Any driver who is assigned a trip that is canceled shall have his/her name placed at the top of the list for the next available trip.
 9. Round trips that conclude in one (1) day shall be taken by the same driver (i.e., will not be “split”).
 10. The trading of chosen and assigned trips by drivers is not permitted.

B. Four (4) hours additional pay at the end of the school year may be granted for the inside clean-up of busses. Such cleaning shall take place no later than three (3) working days following the end of the school year. A driver who works summer school and is assigned the same bus he/she drove during the school year is responsible for cleaning it at the end of summer school. If the driver is assigned a bus other than the one he/she drove during the school year, then whoever is assigned to clean this bus at the end of summer school will receive up to four (4) additional hours pay. Cleaning shall have the approval of the Director of Special Services.

C. Posting of Extra Trip Assignment List

On a bi-weekly basis the Director of Special Services shall post in the bus garage a listing of all field trips including the date, assigned driver, trip number, activity, destination, departure time, and estimated return time.

D. Paid bus-routing time includes 15 minutes of pre-trip inspection.

34.02 Transportation Assistant/Substitute Bus Drivers

Currently employed transportation assistant/substitute bus drivers shall be used as substitutes (on a rotating basis) for all pre-approved leaves and field trips. In addition, transportation assistant/substitute drivers will be offered first opportunity to substitute when regular drivers notify the transportation supervisor by the close of the administrative center that they will be absent the following day.

34.03 Salary

All bus drivers will receive an annual salary based upon the length of their routes (hourly rate x number of hours [minimum of four] x number of days). Routes shall be established within the first month of each school year and once established will remain the same for the remainder of the year. However, routes may be reviewed twice during the school year at the request of the driver or the Director of Transportation.

A bus driver who is required to work beyond his/her regularly scheduled work hours must submit to the District Treasurer, a time sheet recording such additional time worked. The employee's supervisor will only approve additional time required and spent for the purpose of preparing student discipline write-ups, meetings with the parents and/or administrators, and delays caused by breakdowns, pre-school and kindergarten drop-off, inclement weather, and/or bad road conditions.

34.04 All regular bus drivers hired on or after January 1, 2014, who have been employed for at least one (1) year from their date of hire, shall be reimbursed for all bus driving testing and training fees except that reimbursement will not be made for any failed test. Such reimbursement for actual cost shall be paid within thirty (30) days of submission of appropriate documentation to the District Treasurer, and shall in no event exceed a total of \$150.00.

34.05 A joint committee shall be established to discuss bus driver issues and concerns related to student discipline.

ARTICLE 35 – INSURANCE

35.01 A. Hospitalization/Major Medical

1. The Board shall purchase and make available to members of the bargaining unit a PPO health care plan. Insurance coverage and benefit levels will be maintained during the term of this Agreement (A) except as otherwise may be mutually agreed by the Board and the Association, and (B) except as required to maintain compliance with federal and Ohio law.

There shall be a \$100/\$200 deductible in network, \$200/\$400 non-network deductible with a \$2,000/\$4,000 in network, \$3,000/\$6,000 non-network maximum stop loss for the single and family plans respectively.

In network: 80%/20% co-payment, maximum out-of-pocket single is \$500, maximum out-of-pocket family is \$1,000.

Non-network: 70%/30% co-payment; maximum out-of-pocket single is \$1,100, maximum out-of-pocket family is \$2,200.

The Board shall implement a Section 125 tax shelter plan covering each employee's contribution toward the cost of monthly health care benefits. The Board shall comply with IRS requirement.

2. The Board shall pay 97.5% of the monthly cost of medical insurance benefits for an employee who chooses to participate in such coverage. Effective with September 2014 coverage, the Board's contribution will be adjusted to 96.25% of the monthly cost and, effective with September 2015 coverage, the Board's contribution will be further adjusted to 95% of the monthly cost.
3. The Board will contribute the following percentages toward the monthly cost of medical insurance benefits for an employee who chooses to participate in such benefits with family coverage:

<u>Hours Regularly Worked Daily</u>	<u>% of Board Contribution</u>
Under 4 hours	30%*
4 – 6 hours	80%
Over 6 hours	91%

Effective with the September 2014 coverage, the Board's contribution for employees working over six (6) hours will be adjusted to 90% of the monthly cost and, effective with September 2015 coverage, the Board's contribution will be further adjusted to 89% of the monthly cost.

* Employees hired after July 1, 2003, who work under four (4) hours shall not be eligible to receive hospitalization/major medical, prescription drug, or dental coverage. Employees hired after July 1, 2003, who are working four (4) or more hours and are receiving insurance benefits, and who have their work hours involuntarily reduced below four (4) hours after April 1, 2014, are eligible for insurance coverage by the Board at thirty percent (30%).

B. Prescription Benefit

Prescription benefits will be as follows:

Prescription coverage will continue to be included as part of the hospitalization/major medical benefit.

Co-payments:

Generic Prescription Co-Pay:

\$0 for 30 day retail and 90 day mail order.

Name Brand Prescription Co-Pay:

25% to a maximum of \$50.00 for 30 day retail or 25% to a maximum of \$100.00 for 90 day mail order.

Specialty/Bio Medical Prescription Co-Pay:

25% to a maximum of \$250.00 for up to a 30 day supply. The maximum will be phased in incrementally over the 3 years of this Agreement (\$100.00 maximum for year 1, \$200.00 maximum for year 2, \$250.00 maximum for year 3 and thereafter). Such medications are based upon the Medicare approved list.

Over The Counter Medications:

Medications on the District’s approved list will be covered at the generic co-pay level (\$0) when purchased at a retail pharmacy with a doctor’s prescription.

Lifestyle Drugs:

Lifestyle drugs will require a letter of medical necessity and will be approved per the American Medical Association guidelines.

The cost of certain specific over-the-counter drugs as designated by the Insurance Committee will be reimbursed.

C. Life Insurance

The Board will provide \$18,000 double indemnity term life insurance to unit members regularly scheduled to work four (4) or more hours per day. The Board will provide \$10,000 double indemnity term life insurance to unit members regularly scheduled to work less than four (4) hours per day.

D. Vision Insurance

The Board shall make available vision insurance for employees regularly scheduled to work at least four (4) hours per day with the Board paying 50% of the monthly cost and the employee paying the other 50% of the monthly cost by payroll deduction.

Vision Exam	1 exam every 12 months payable at 100% up to \$70 maximum
Lenses	Limited to 1 pair every 12 months
<i>Single Vision Lenses</i>	<i>Payable at 100% to \$100 maximum</i>
<i>Bifocal Lenses</i>	<i>Payable at 100% to \$200 maximum</i>
<i>Trifocal Lenses</i>	<i>Payable at 100% to \$200 maximum</i>
<i>Lenticular Lenses</i>	<i>Payable at 100% to \$200 maximum</i>
Frames	1 pair every 12 months payable at 100% to \$100 maximum
Contact Lenses	1 pair every 12 months payable at 100% to a maximum of \$200 in lieu of lenses and frames

The Board shall make available vision insurance for employees regularly scheduled to work at least four (4) hours per day with the Board paying 50% of the monthly cost and the employee paying the other 50% of the monthly cost by payroll deduction.

E. Dental Insurance

The Board will pay 100% of the premium cost for individual and 80% of the premium cost for family dental insurance under the plan.

F. Insurance Committee

An Insurance Committee shall be formed to monitor the usage and rates of the current plans, develop and disseminate consumer information regarding the insurance plans to bargaining unit members and to address problems and concerns regarding the plans. This committee shall consist of three (3) members appointed by the Association President and three (3) administrators appointed by the Superintendent. The committee shall select its' own chairperson and shall meet monthly or as the committee deems appropriate. After each meeting, the committee shall issue a report of the meeting to all staff.

ARTICLE 36 – PHYSICAL EXAMINATION

36.01 The Board agrees that if any employee is required by the Board to have a physical examination, the Board shall pay the full cost of the examination. This provision does not apply to the bus drivers' annual physical examination.

36.02 The Board agrees periodically (and not less than every other school year) to provide certified First Aid, CPR, and AED training on scheduled in-service days for all bargaining unit employees.

ARTICLE 37 – SEVERANCE

37.01 Eligibility

An employee may elect at the time of service retirement by the School Employees Retirement System (SERS) to receive severance pay. Such payment is available only to those employees with at least five (5) years of regular employee service in the District.

37.02 Implementation

Notification of retirement and desire for severance pay must be made within ninety (90) calendar days of the employee's last day of employment with the district, and with proof that retirement benefits have begun.

37.03 Calculation

Each employee who qualifies shall receive a payment amounting to one-fourth (1/4) of the employee's accrued but unused sick leave, up to a maximum of fifty-seven and one half (57.5) days. Payment will be based on the employee's daily rate of pay at the time of retirement. Severance pay shall be a one-time payment and shall extinguish all remaining but unused sick leave.

37.04 Employees who have twenty-five (25) years or more of service, at least ten (10) of which have been with the District, shall upon retirement, receive payment for five (5) days of service in addition to the days listed in Section 37.03.

ARTICLE 38 – SERS PICK-UP

38.01 The Board shall pick-up the employee's contribution to the SERS using the salary reduction method of pick-up. This method permits the Board to provide more take-home pay to its employees without additional cost to the Board.

- A. The amount to be picked-up shall be equal to the employee's required contribution to the SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of State and Federal tax only.
- B. The pick-up shall apply uniformly to all bargaining unit members.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings.
- E. The Board shall not be responsible for the individual compliance of employees with IRS exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.
- F. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contribution as soon as necessary.

ARTICLE 39 – SALARY SCHEDULE

39.01 Schedule

All bargaining unit employees shall be paid according to the indexed salary schedule in Appendix "A" in this Agreement and related provisions of this Article as follows:

Effective May 15, 2014, all hourly rates on the salary schedules in effect as of June 30, 2014 shall increase by thirty cents (\$0.30).

Effective July 1, 2014, all hourly rates on the salary schedules in effect as of June 30, 2014 shall increase by thirty-five cents (\$0.35).

Effective July 1, 2015, all hourly rates on the salary schedules in effect as of June 30, 2015 shall increase by thirty-five cents (\$0.35).

By no later than the third regularly scheduled payday following ratification of this Agreement, the Board will make a one-time performance payment of \$300.00, less applicable payroll withholdings, to each bargaining unit employee who is on active pay status on the date payment is made. This provision shall expire immediately after such payment is made.

39.02 Placement

Upon initial employment, employees shall be placed on the salary schedule at the zero step. Current employees who transfer to a classification on which they previously worked shall be credited with all experience earned while working in that classification. Absent any such experience upon transferring, they shall be placed at the zero step. A year's experience shall consist of at least 120 actual work days.

39.03 Vertical Advancement

Advancement on the salary schedule shall occur each school year (July 1-June 30) in accordance with the years of service required at each step of the salary schedule.

39.04 Shift Differential

In addition, there shall be 25 cents per hour differential pay for those who are scheduled to work their regular job from 2:30 p.m. to 11:00 p.m. Monday through Friday. However, employees assigned to work from 2:30 p.m. to 11:00 p.m. throughout the school year but who work a day time schedule will not be eligible for the differential hourly pay during the time he/she works a day time schedule.

An employee will not be assigned involuntarily to a regular third shift. If an employee voluntarily accepts a regular third shift assignment, the above shift differential will apply and it is further understood that the employee is not entitled later to change his/her mind and no longer accept the third shift assignment.

ARTICLE 40 – OVERTIME

40.01 Consistent with the Fair Labor Standards Act, overtime shall be defined as hours worked over forty (40) in a work week. Building principals will attempt to equitably rotate overtime in each building (see Article 32). Sunday work will be compensated at double time (2x) the regular hourly rate.

- 40.02 Employees shall be compensated in accordance with the overtime provisions of the Fair Labor Standards Act for work performed in a work week (12:01 A.M. Sunday through 11:59 P.M. the following Saturday). Board approved holidays which fall within the employee's work week shall be counted as a day worked in computing hours for overtime purposes. Also, employees required to work part-time on a calamity day shall count that day as a full day worked in computing hours for overtime purposes. Employees not called into work on a calamity day shall not count the calamity day for overtime purposes.
- 40.03 Compensatory time, in lieu of pay at the overtime premium rate, for authorized overtime hours worked may be taken at the option of the employee. The following principles apply to any such compensatory time:
- A. Compensatory time is credited at the rate of one and one-half (1 1/2) hours for each hour of authorized overtime worked.
 - B. All authorized overtime hours worked must be documented by time sheet, signed by the employee and approved by the principal/supervisor, and submitted each pay period. If the option for compensatory time is not checked on the time sheet, the overtime hours will be paid in accordance with Sections 40.01 and 40.02 of the Article.
 - C. Unless otherwise mutually agreed by the employee and principal/supervisor, compensatory time must be used within the fiscal year in which it is earned or such time will be paid in accordance with Sections 40.01 and 40.02 of this Article. A 3-day advance notice will be given by an employee to the principal/supervisor, whose approval of the employee's preference as to when to take compensatory time will not be unreasonably withheld.

ARTICLE 41 – ENTIRE AGREEMENT/WAIVER OF NEGOTIATIONS

- 41.01 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 41.02 The Board and the Association acknowledge that during negotiations resulting in this Agreement each party had the right and opportunity to make demands and proposals with respect to any negotiable matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and Association voluntarily waive, during the life of this Agreement, said right and each agrees that the other shall not be obligated to negotiate with respect to any such subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were conducted or at the time the parties signed this Agreement.

ARTICLE 42 – SEVERABILITY

- 42.01 This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in ORC Section 4117.10(A), and all policies, rules and regulations of the employer. However, should the State Employment Relations Board or any court of jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of this Agreement shall remain in full force and effect.
- 42.02 The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the bargaining impasse procedure of this Agreement shall be used.

ARTICLE 43 – CONTRACT REPRODUCTION

- 43.01 Following ratification of the contract by the Association and the Board, copies of the contract shall be provided to each employee and each administrator and supervisor. In addition, the Association and Board each shall be provided twenty-five (25) copies.
- 43.02 The cost of printing the contract shall be shared equally by the Association and the Board.

ARTICLE 44 – TUITION REIMBURSEMENT

- 44.01 The Board will set aside five thousand dollars (\$5,000) per school year (July 1 – June 30) for the purpose of reimbursing employees for college courses and workshops taken for college credit.
- 44.02 To be eligible for reimbursement, the employee must be on active status at the time of the course or workshop and must return to the District as an employee the next school year.
- 44.03 The course or workshop for which reimbursement is sought must be pre-approved by the Superintendent (or designee) and be relevant to the educational mission of the District.
- 44.04 Applications shall be made on the forms supplied by the Board. The employee's application, fee receipt, and transcript must be filed with the Board's Treasurer by June 30 at the end of the school year in which the course or workshop is taken.
- 44.05 Reimbursement will be for the actual cost of the course or workshop up to a maximum cap of \$130 per quarter hour or \$199 per semester hour.
- 44.06 The Board's annual \$5,000 allocation under this Article will be utilized to reimburse all initial requests for one (1) course or workshop. If the number of initial requests exceeds the allocation, reimbursement will be determined by dividing the number of initial

requests into the allocation. Reimbursement will in no event exceed the actual cost of the course or workshop. If money is left in the fund after all initial single course and/or workshop requests have been submitted and paid, reimbursement for an additional second course or workshop request will be made following the same procedure.

- 44.07 Payment will be made if the course or workshop was successfully completed with a grade of “B” or above (or a grade or “Pass” if the course or workshop was graded on a Pass/Fail basis). Reimbursement will be paid by separate check no later than the following September 30.

ARTICLE 45 – BACKGROUND CHECK

The Board agrees to reimburse a bargaining unit member, not more than once within a five-year period, for the cost of a legally required background check. If documentation confirming the bargaining unit member’s cost is submitted to the Board’s Treasurer, reimbursement will be made by no later than the following September 30th, provided he/she is still employed.

ARTICLE 46 – ONLINE TESTING

To the maximum extent possible, an employee required by the District to take an online computer test shall take such test during regularly scheduled work time, and the Board will facilitate this process by specially making time available occasionally (such as during a waiver or in-service day) for this purpose. If an employee cannot complete a required test during scheduled work time, the employee must submit, within the corresponding pay period to the District Treasurer, a timesheet (approved in advance by the employee’s immediately supervisor) recording the additional time taken.

ARTICLE 47 – REPORTING FOR WORK

- 47.01 No employee shall report to their assigned building or station any earlier than fifteen (15) minutes prior to their scheduled work start time.
- 47.02 No employee shall stay at their assigned building or station any longer than fifteen (15) minutes after their scheduled work end time.
- 47.03 It is mutually understood that an employee who reports prior to the scheduled work start time and/or stays after the scheduled work end time in accordance with the above provisions will not be compensated for any such time outside the normal work day unless actual work during such time is performed and specifically authorized by the employee’s supervisor.

ARTICLE 48 - DURATION

48.01 This Agreement shall become effective upon ratification by the Board and the Association and shall remain in effect from July 1, 2013 through June 30, 2016.

WEST MUSKINGUM SUPPORT
ASSOCIATION/OEA/NEA

William P. Moore
Sybra a. Bare
Eric [unclear]
Cheri Madden
[unclear]

Date May 16, 2014

WEST MUSKINGUM LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

[unclear]
[unclear]
Carol K. Anderson
[unclear]

Date May 16, 2014

WEST MUSKINGUM SCHOOLS SALARY SCHEDULES
Classified Bargaining Unit Positions
Contract Year: July 1, 2013 - June 30, 2016

SECRETARY - 12 MONTHS (260 days)**Hours Per Day - 8**

YEARS	2012-13	2013-14	2014-15	2015-16
0	11.68	11.98	12.33	12.68
1	11.79	12.09	12.44	12.79
2	11.90	12.20	12.55	12.90
3	12.00	12.30	12.65	13.00
4	12.10	12.40	12.75	13.10
5	12.22	12.52	12.87	13.22
6	12.32	12.62	12.97	13.32
7	12.42	12.72	13.07	13.42
8	12.52	12.82	13.17	13.52
9	12.65	12.95	13.30	13.65
10	12.75	13.05	13.40	13.75
11	12.85	13.15	13.50	13.85
12	12.96	13.26	13.61	13.96
13-19	13.07	13.37	13.72	14.07
20-24	13.23	13.53	13.88	14.23
25-30	13.45	13.75	14.10	14.45

SECRETARY - 10 MONTHS (208 days)**Hours Per Day - 8**

YEARS	2012-13	2013-14	2014-15	2015-16
0	11.68	11.98	12.33	12.68
1	11.79	12.09	12.44	12.79
2	11.90	12.20	12.55	12.90
3	12.00	12.30	12.65	13.00
4	12.10	12.40	12.75	13.10
5	12.22	12.52	12.87	13.22
6	12.32	12.62	12.97	13.32
7	12.42	12.72	13.07	13.42
8	12.52	12.82	13.17	13.52
9	12.65	12.95	13.30	13.65
10	12.75	13.05	13.40	13.75
11	12.85	13.15	13.50	13.85
12	12.96	13.26	13.61	13.96
13-19	13.07	13.37	13.72	14.07
20-24	13.23	13.53	13.88	14.23
25-30	13.45	13.75	14.10	14.45

WEST MUSKINGUM SCHOOLS SALARY SCHEDULES
Classified Bargaining Unit Positions
Contract Year: July 1, 2013 - June 30, 2016

BUS AIDES (188 days)

Hours Per Day - 4

YEARS	2012-13	2013-14	2014-15	2015-16
0	11.23	11.53	11.88	12.23
1	11.30	11.60	11.95	12.30
2	11.36	11.66	12.01	12.36
3	11.42	11.72	12.07	12.42
4	11.49	11.79	12.14	12.49
5	11.55	11.85	12.20	12.55
6	11.62	11.92	12.27	12.62
7	11.68	11.98	12.33	12.68
8	11.75	12.05	12.40	12.75
9	11.82	12.12	12.47	12.82
10	11.88	12.18	12.53	12.88
11	11.94	12.24	12.59	12.94
12	12.00	12.30	12.65	13.00
13-19	12.06	12.36	12.71	13.06
20-24	12.22	12.52	12.87	13.22
25-30	12.43	12.73	13.08	13.43

PARAPROFESSIONALS (188 days)

Hours Per Day - Varies

YEARS	2012-13	2013-14	2014-15	2015-16
0	11.23	11.53	11.88	12.23
1	11.30	11.60	11.95	12.30
2	11.36	11.66	12.01	12.36
3	11.42	11.72	12.07	12.42
4	11.49	11.79	12.14	12.49
5	11.55	11.85	12.20	12.55
6	11.62	11.92	12.27	12.62
7	11.68	11.98	12.33	12.68
8	11.75	12.05	12.40	12.75
9	11.82	12.12	12.47	12.82
10	11.88	12.18	12.53	12.88
11	11.94	12.24	12.59	12.94
12	12.00	12.30	12.65	13.00
13-19	12.06	12.36	12.71	13.06
20-24	12.22	12.52	12.87	13.22
25-30	12.43	12.73	13.08	13.43

* In addition, it is understood and agreed that a Paraprofessional who has, or is hired with, a two-year Associate or four-year Bachelor's degree will receive forty cents (\$0.40) per hour on top of the employee's applicable rate shown above. Paraprofessionals who earn such a degree while employed by the Board will receive the additional forty cents (\$0.40) effective with the work year next following the employee's receipt of the qualifying degree.

WEST MUSKINGUM SCHOOLS SALARY SCHEDULES**Classified Bargaining Unit Positions****Contract Year: July 1, 2013 - June 30, 2016****DAY TURN CUSTODIANS (260 days)****Hours Per Day - 8**

YEARS	2012-13	2013-14	2014-15	2015-16
0	12.09	12.39	12.74	13.09
1	12.24	12.54	12.89	13.24
2	12.32	12.62	12.97	13.32
3	12.40	12.70	13.05	13.40
4	12.48	12.78	13.13	13.48
5	12.58	12.88	13.23	13.58
6	12.67	12.97	13.32	13.67
7	12.75	13.05	13.40	13.75
8	12.83	13.13	13.48	13.83
9	12.91	13.21	13.56	13.91
10	13.01	13.31	13.66	14.01
11	13.09	13.39	13.74	14.09
12	13.17	13.47	13.82	14.17
13-19	13.25	13.55	13.90	14.25
20-24	13.36	13.66	14.01	14.36
25-30	13.55	13.85	14.20	14.55

AFTERNOON TURN CUSTODIANS (260 days)**Hours Per Day - 8**

YEARS	2012-13	2013-14	2014-15	2015-16
0	12.29	12.59	12.94	13.29
1	12.44	12.74	13.09	13.44
2	12.52	12.82	13.17	13.52
3	12.60	12.90	13.25	13.60
4	12.68	12.98	13.33	13.68
5	12.78	13.08	13.43	13.78
6	12.87	13.17	13.52	13.87
7	12.95	13.25	13.60	13.95
8	13.03	13.33	13.68	14.03
9	13.11	13.41	13.76	14.11
10	13.21	13.51	13.86	14.21
11	13.29	13.59	13.94	14.29
12	13.37	13.67	14.02	14.37
13-19	13.45	13.75	14.10	14.45
20-24	13.56	13.86	14.21	14.56
25-30	13.75	14.05	14.40	14.75

WEST MUSKINGUM SCHOOLS SALARY SCHEDULES
Classified Bargaining Unit Positions
Contract Year: July 1, 2013 - June 30, 2016

BUS DRIVERS (188 days)
Hours Per Day - 4 Minimum

YEARS	2012-13	2013-14	2014-15	2015-16
0	13.49	13.79	14.14	14.49
1	13.59	13.89	14.24	14.59
2	13.67	13.97	14.32	14.67
3	13.75	14.05	14.40	14.75
4	13.82	14.12	14.47	14.82
5	13.90	14.20	14.55	14.90
6	13.97	14.27	14.62	14.97
7	14.04	14.34	14.69	15.04
8	14.12	14.42	14.77	15.12
9	14.19	14.49	14.84	15.19
10	14.27	14.57	14.92	15.27
11	14.34	14.64	14.99	15.34
12	14.41	14.71	15.06	15.41
13-19	14.49	14.79	15.14	15.49
20-24	14.57	14.87	15.22	15.57
25-30	14.78	15.08	15.43	15.78

HEAD COOK (190 days)
Hours Per Day - Varies

YEARS	2012-13	2013-14	2014-15	2015-16
0	11.11	11.41	11.76	12.11
1	11.17	11.47	11.82	12.17
2	11.23	11.53	11.88	12.23
3	11.30	11.60	11.95	12.30
4	11.36	11.66	12.01	12.36
5	11.42	11.72	12.07	12.42
6	11.49	11.79	12.14	12.49
7	11.55	11.85	12.20	12.55
8	11.62	11.92	12.27	12.62
9	11.68	11.98	12.33	12.68
10	11.75	12.05	12.40	12.75
11	11.82	12.12	12.47	12.82
12	11.88	12.18	12.53	12.88
13-19	11.94	12.24	12.59	12.94
20-24	12.03	12.33	12.68	13.03
25-30	12.26	12.56	12.91	13.26

WEST MUSKINGUM SCHOOLS SALARY SCHEDULES

Classified Bargaining Unit Positions

Contract Year: July 1, 2013 - June 30, 2016

COOK/CASHIER (188 days)

Hours Per Day - Varies

YEARS	2012-13	2013-14	2014-15	2015-16
0	10.90	11.20	11.55	11.90
1	10.96	11.26	11.61	11.96
2	11.02	11.32	11.67	12.02
3	11.09	11.39	11.74	12.09
4	11.15	11.45	11.80	12.15
5	11.21	11.51	11.86	12.21
6	11.28	11.58	11.93	12.28
7	11.34	11.64	11.99	12.34
8	11.40	11.70	12.05	12.40
9	11.47	11.77	12.12	12.47
10	11.53	11.83	12.18	12.53
11	11.59	11.89	12.24	12.59
12	11.66	11.96	12.31	12.66
13-19	11.73	12.03	12.38	12.73
20-24	11.83	12.13	12.48	12.83
25-30	12.04	12.34	12.69	13.04

GENERAL UTILITY (260 days)

Hours Per Day - 8 Hours

YEARS	2012-13	2013-14	2014-15	2015-16
0	12.43	13.05	13.40	13.75
1	12.59	13.22	13.57	13.92
2	12.59	13.40	13.75	14.10
3	12.74	13.57	13.92	14.27
4	12.74	13.72	14.07	14.42
5	12.91	13.72	14.07	14.42
6	12.91	13.72	14.07	14.42
7	13.09	13.72	14.07	14.42
8	13.09	13.72	14.07	14.42
9	13.26	13.72	14.07	14.42
10	13.26	13.72	14.07	14.42
11	13.41	13.72	14.07	14.42
12	13.41	13.72	14.07	14.42
13-19	13.55	13.86	14.21	14.56
20-24	13.77	14.08	14.43	14.78
25-30	13.94	14.25	14.60	14.95

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the West Muskingum Support Staff Association/OEA/NEA ("Association") and the West Muskingum Local School District Board of Education ("Board") to confirm their March 31, 2014 agreement regarding the assignment of bargaining unit employees following the consolidation of Hopewell Elementary School and Falls Elementary School that is scheduled to occur following the 2015-16 school year. The March 31 agreement provides as follows:

The parties anticipate the opening of a new elementary (K-4) school for the 2016-17 school year that consolidates the District's current two (Hopewell and Falls) elementary schools. Should this consolidation result in a reduction in work hours in a particular job classification but not a reduction in the number of employees in that classification, the restructured positions in the affected classification will be awarded to incumbent employees in that classification based on seniority.

FOR THE ASSOCIATION

William B. P. Thomas
Name Date

President WMSA
Title

FOR THE BOARD

[Signature] 9/22/14
Name Date

Board President
Title