01-16-15
13-MED-05-0657
2084-02
K31861

NEGOTIATED AGREEMENT

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, Local 676

AND

WOODMORE BOARD OF EDUCATION

July 1, 2013 - June 30, 2015

SLK_TOL:#2082833v1

TABLE OF CONTENTS

Page

PART I. MASTER AGREEMENT 1

ARTICLE I. AGREEMENT 1

ARTICLE II. RECOGNITION 1

ARTICLE III. AREAS FOR DISCUSSION AND AGREEMENT 3

ARTICLE IV. BARGAINING PROCEDURES 3

PART II. NEGOTIATED AGREEMENT 4

A. CONFLICT WITH LAW OR REGULATIONS 4

B. LABOR-MANAGEMENT MEETINGS 4

C. NO STRIKE CLAUSE 5

D. ENTIRE AGREEMENT CLAUSE 5

E. COMPLETED AGREEMENT 5

F. ASSOCIATION BUSINESS 5

G. DAYS 5

H. RELEASE TIME 5

I. OAPSE LOCAL REPRESENTATIVE TO CONVENTION/UNION WORKSHOP 6

J. FAIR SHARE FEE 6

K. DUES DEDUCTIONS 6

L. VOLUNTARY PEOPLE DEDUCTION 7

PART III. EMPLOYMENT: Contracts, Bids, Practices 7

A. CONTRACTS 7

B. SENIORITY 7

C. JOB DESCRIPTIONS 7

D. BID PROCEDURES 8

E. PRIOR EXPERIENCE 9

F. LAYOFF AND RECALL 9

G. SUBSTITUTE - HIGHER CLASSIFICATION 10

H. CUSTODIAL PRACTICES 10

I. LUNCHROOM PRACTICES 12

J. SCHOOL BUS PRACTICES 12

K. ALCOHOL AND DRUG TESTING PROGRAM - BUS DRIVERS AND OTHER EMPLOYEES 14

L. SECRETARIAL PRACTICES 15

M. ATHLETIC PASSES 15

N. CALAMITY DAYS 15

O. SCHOOL CALENDAR 16

P. E-MAIL COMMUNICATIONS 16

PART IV. PROCEDURES 16

A. DISCIPLINARY PROCEDURES 16

B. GRIEVANCE PROCEDURE 17

PART V. COMPENSATION AND RELATED BENEFITS 18

A. HOLIDAYS 18

B. OVERTIME PROCEDURE 18

C. PAYDAYS 19

D. HEALTH AND DENTAL 20

E. GROUP LIFE INSURANCE 22

F. SEVERANCE PAY 22

G. ANNUITIES 23

H. SALARY SCHEDULES 23

1. Non-Instructional Hourly Wage Schedule (A) 24
2. Non-Instructional Hourly Wage Schedule (B) 26
PART VI. OTHER BENEFITS 28
A. SICK LEAVE 28
B. LEAVE FOR DEATH IN FAMILY 28
C. PERSONAL LEAVE 29
D. SICK LEAVE/PERSONAL LEAVE 29
E. EMERGENCY LEAVE 29
F. SHORT-TERM UNPAID LEAVE 30
G. MILITARY LEAVE 30
H. JURY DUTY 30
I. LEAVE OF ABSENCE 30
J. ASSAULT LEAVE 30
K. VACATION 31
L. TRAVEL REIMBURSEMENT 32
M. TUITION REIMBURSEMENT 32
N. FAMILY MEDICAL LEAVE ACT 33
O. RETIREMENT/RESIGNATION NOTIFICATION STIPEND 34
P. HIRING OF RETIREES 34
Q. PROFESSIONAL DEVELOPMENT 35
PART VII. IMPLEMENTATION AND AMENDMENT 35

MASTER AGREEMENT
for
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, Local 676
and
WOODMORE BOARD OF EDUCATION

PART I. MASTER AGREEMENT

ARTICLE I. AGREEMENT

In consideration of the mutual promises contained herein, this agreement is made and entered this 1st day of July, 2013, by and between the Woodmore Board of Education and the Ohio Association of Public School Employees (OAPSE), Local 676.

ARTICLE II. RECOGNITION

A. The Woodmore Board of Education hereinafter referred to as the Board recognizes the Ohio Association of Public School Employees, Local 676, as the exclusive and sole negotiations representative for all full-time and regular short-hour non-instructional personnel under contract employed by the Board.

Bargaining unit is defined to include:

1. Secretaries
2. Custodians
3. Food Service
4. Bus Drivers
5. Elementary Library Aide - Computer Aide
6. Aides/Monitors/Other Clerical
7. Para-Professional
8. VLA Aide

Exclusions:

1. Certified administrators and/or business manager
2. Substitute employees
3. Supervisory employees
4. Central Office secretaries and/or employees
5. Treasurer
6. Certified teachers
7. Student workers

B. Indemnification of Employer

The Association agrees to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and defend the employer.

3. The Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in action.

4. The Employer acted in good faith compliance with the fair share fee provision of the Agreement; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

C. Management Rights

Except as may be limited by law or the express terms of this agreement, the Board maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations and rules as it may deem necessary, in such manner as the Board shall determine. Except as may be limited by law or the express terms of this agreement, The Board's right to manage its operations shall include, but not be limited to, its right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the district, standards of services, its budget, utilization of technology and organizational structure.

2. Direct, supervise, evaluate and hire non-instructional personnel.

3. Maintain and improve the efficiency and effectiveness of Board operation.

4. Determine the overall methods, process, means or personnel by which operations are to be conducted.

5. Suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, schedule, promote or retain non-instructional personnel;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Board;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the Board as a governmental unit;

10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

ARTICLE III. AREAS FOR DISCUSSION AND AGREEMENT

A. The Board of Education's representative will negotiate with the non-instructional organization that qualifies for recognition as the bargaining agent under the provisions of this Agreement.

The Board and Association shall negotiate in good faith concerning wages, terms and conditions of employment within this negotiated Agreement.

B. Good faith requires that the Board and the Organization be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in the Agreement shall compel either party to agree to a proposal or make a concession.

ARTICLE IV. BARGAINING PROCEDURES

A. Negotiations may commence sixty (60) calendar days prior to the termination of the Agreement in the form of a written notice of intent by either party. Within fifteen (15) working days, the parties shall meet and submit issues proposed for discussion. The bargaining agenda, as submitted in writing, will be set at this initial meeting and no additions shall be made without times and places mutually agreed to by the parties.

B. The Board and the employees' Organization shall each designate a bargaining team of up to five (5) members - three (3) members at the table and two (2) observers. Bargaining shall be held in executive session.

C. Time Limits:

1. Either party may call for a caucus during the negotiations for a period up to fifteen (15) minutes, unless mutually agreed to a longer period of time.

2. Bargaining sessions shall last a maximum of two (2) hours unless a longer time is mutually agreed by both parties.

D. During the period of bargaining, each party will provide the other, upon written request, worksheets of routinely-prepared gross costs with a breakdown of separate costs concerning issues under consideration.

E. Periodic progress reports may be issued during negotiations to the media and the public, but only if such release has the prior approval of both parties.

F. When tentative agreement has been reached on all the issues, they shall be reduced to writing and submitted to the Board and the Organization for approval. Following approval by both parties, the Agreement shall be binding.

G. Resolving Differences:

Impasse Provisions:

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

2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.

4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

5. The mediator has no authority to recommend or to bind either party to any agreements.

PART II. NEGOTIATED AGREEMENT

A. CONFLICT WITH LAW OR REGULATIONS

If any provision of this document, or any applications of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal or state law, regulations, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

B. LABOR-MANAGEMENT MEETINGS

Either party may request to discuss areas of mutual concern arising during the term of this Agreement. Participants will be the Superintendent and the appropriate administrative or supervisory personnel for the Board and the Local president and appropriate classification representatives. Meetings shall be scheduled whenever requested, but shall not exceed one (1) per month.

C. NO STRIKE CLAUSE

There shall be no strike, slow-down, or work stoppages sanctioned by the Association for the duration of this Agreement, or lockout by the Board of Education of said bargaining unit.

D. ENTIRE AGREEMENT CLAUSE

Items agreed to upon ratification date of 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.

This Agreement will be effective as of July 1, 2013 to June 30, 2015.

E. COMPLETED AGREEMENT

The Board shall be responsible for typing and printing copies of the completed Agreement. The Association shall be given enough copies to distribute to all current employees, and sufficient copies for all future classified employees. The process of typing, printing and distributing of the Agreement shall be done within sixty (60) days after the ratification of both OAPSE and the Board of Education.

F. ASSOCIATION BUSINESS

The Association requests the right to use machines for publication of notices and other materials, provided such work does not take precedence over assigned duties. The Board will provide one copy of the agenda for each board meeting to the Association President, prior to each board meeting.

G. DAYS

For purposes of clarification, all days are recognized as "workdays," not calendar days.

H. RELEASE TIME

The Board agrees to permit the President of Association, Local 676, up to two (2) hours per month to conduct union business. Release time shall not be cumulative.

This time will be used to investigate complaints, process grievances and visit work sites. Release time shall require two (2) days notice of the requested leave and return times for the specific date. Release time shall be permitted only with the prior consent of the Superintendent with the understanding that denial will be based on legitimate scheduling concerns only. In an emergency situation, the Superintendent may waive the two (2) day requirement.

Release time will be paid by the Board at the employee's regular hourly rate.

Employees working when Union meetings are held shall be allowed to attend when possible with no loss of pay and time shall be made up.

I. OAPSE LOCAL REPRESENTATIVE TO CONVENTION/UNION WORKSHOP

The OAPSE Local President or his/her designee may be granted up to four (4) days to attend the Annual Ohio Conference or workshops of OAPSE without loss of pay.

The Board agrees to permit one (1) officer and one (1) delegate to attend the annual OAPSE district day and to be paid for such. In order to be paid, employees must sign in at the beginning of the meeting. The union shall keep a record of those attending and turn said record in to the payroll department on the next scheduled workday.

J. FAIR SHARE FEE

On the effective date of this Agreement and for employees hired after the effective date of the Agreement, and/or sixty (60) days following the beginning of employment, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs by any employees arising from deductions made by the Employer pursuant to this Article.

Current staff who are not members shall not be required to join the Association or pay a fair share.

K. DUES DEDUCTIONS

The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

Deductions shall be in sixteen (16) consecutive pay periods divided equally between the first and second paydays of the month (October-May).

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for successive period of one (1) year. Written notice of revocation shall be served upon the treasurer and State Association Treasurer.

If any member of the Association resigns, retires, or is terminated prior to the payment of his/her total dues, the ex-employee is hereby responsible for payment of any deficiency and the Association hereby agrees to hold harmless the Board of Education for any delinquent dues amount due and owing.

L. VOLUNTARY PEOPLE DEDUCTION

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

PART III. EMPLOYMENT: Contracts, Bids, Practices

A. CONTRACTS

All provisions of ORC 3319.081 will be adhered to by the Woodmore Board of Education pertaining to limited contracts.

B. SENIORITY

Seniority is defined as the length of continuous employment with the Board in a regular contract computed from the employee's most recent date of hire. A seniority list shall be provided by the Board on or around October 1 of each year. In the event two or more employees are hired on the same date, their seniority will be determined by drawing the highest card from a single suit deck of cards. The "ace" is the highest card and the "two" in the lowest card.

C. JOB DESCRIPTIONS

The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

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

The Board shall have the sole authority to determine the job descriptions for all job classifications included in the bargaining unit covered by this contract. However, prior to the Board making a change in any job description for any classification and/or employee covered by this contract, the Board shall notify the local OAPSE officers and provide local OAPSE officers an opportunity for input with respect to such change. All job descriptions will be in compliance with ADA and OSHA guidelines.

All employees will be evaluated annually by their immediate supervisors.

Unless advised otherwise by the end of the school year, employees shall be tentatively assigned to the employee's current position in the upcoming school year.

D. BID PROCEDURES

When a vacancy occurs in a classification in the bargaining unit, a dated notice shall be posted on bulletin boards in each building for a period of five (5) working days. Notification of any vacancy in a classification in the bargaining unit shall be e-mailed to all employees in the bargaining unit. Once the Board makes the decision to fill a vacancy, the position will be filled within thirty (30) working days. Any employee may apply in writing to the central office and the immediate supervisor for the vacant position.

1. Any employee from another classification who meets the qualifications will be considered for the position and shall be given an interview. The position will be filled with the most qualified applicant. In the event all relevant factors are equal, the applicant with the greatest seniority will be offered the position.

2. All jobs filled as a result of bid procedure have a probationary period for a maximum of thirty (30) days. If the employee's service is not satisfactory in the new position, the Board will return them to their previous position.

3. An employee selected to fill a vacancy in a classification with a higher rate of pay shall have the right to request transfer to his/her former position within fifteen (15) days of filing the request. Said employee may be required to remain in the position for up to thirty (30) days until the vacancy can be filled by a qualified person. Employees who return to the former position shall negate future rights to bid on that position for a period of one (1) year.

4. If an employee is not selected through the bid procedure, the Board shall have the right to fill this position with an outside applicant.

5. Employees can initiate a transfer from one shift to another. If both employees agree with the proposed transfer request, it will be considered by management. Management retains the right to approve or deny the request.

E. PRIOR EXPERIENCE

If an applicant meets the minimum qualifications required for a position, he/she will be placed at step 0 on the salary schedule. Experience in a similar position may be granted experience for placement on the salary schedule to a maximum of step 3. The OAPSE President shall be notified of all newly hired employees as well as the step in which they were hired.

F. LAYOFF AND RECALL

1. If it becomes necessary to reduce the number of employees in a job classification for lack of work or lack of funds, the following procedure shall govern a layoff.

2. The number of people affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.

3. Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to classification seniority. Authorized leaves of absence do not constitute an interruption in continuous service, but time on leaves of absence of one-half work year or more shall not count toward years of experience.

4. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of the layoff, employees on probation shall be laid off first.

5. The identified employee(s) shall be laid off from her/his current position. An individual subject to layoff is entitled to bump a less senior employee in her/his same job title in the same classification, or, if none is available, a less senior employee in a lower-rated job in the affected employee's same job classification within five (5) working days. Job titles and classification series are set forth as follows:

   a. Aides

      i. Computer/Library Aide
      ii. Para-Professional
      iii. Aide/Monitor

   b. Food Service

      i. Head Cook/Assistant Cook
      ii. Cashier
      iii. Cook

   c. Secretarial

d. Transportation

e. Custodial

6. When an employee can no longer exercise her/his classification seniority, she/he may use system seniority to displace a less senior employee in a previously held classification beginning with the classification most recently held, provided the employee retains the required qualifications.

7. Twenty (20) calendar days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff by certified or registered mail, return receipt requested or written notice may be given in person in a private, businesslike manner.

8. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list, before any new employees are hired in that classification or any employee is reinstated from the probationary list.

9. Any employee who declines reinstatement or fails to reply to the Board of Education within ten (10) working days of the mailing by certified or registered mail on an offer of work equal to or greater than the hours of their former position will be removed from the reinstatement list.

10. The employees name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

Reductions or layoffs shall be on the basis of job classification seniority within the bargaining unit.

G. SUBSTITUTE - HIGHER CLASSIFICATION

When a regular employee is substituting for an absent employee who has a higher position, the substituting employee will be paid the wages on the wage schedule for the higher position after ten (10) consecutive working days in that classification for the duration of each absence.

H. CUSTODIAL PRACTICES

1. Custodial Rotation:

Whenever a full-time custodian is off due to personal illness, the part-time custodian shall be called in to fill the position providing he/she meets the necessary qualifications of the position.

If the part-time custodian is called, it is expected that he/she shall report to work. If the part-time custodian refuses to accept the full-time position created by personal illness, he/she shall be eliminated for consideration of further temporary assignments, until his/her term comes up on a rotating basis.

The Superintendent or his designee shall be responsible for filling positions created by athletic and/or extra-curricular events held in the evening or weekend hours.

The Superintendent or his designee will make every effort to notify custodians of extra activities to be held at least two (2) days prior to the time of such activity.

2. Custodian on Duty:

The Board shall have a custodian open and close the building for events held in the school. Coaches and class advisors will be responsible for practice sessions and club/class meetings. In closing the building, the custodian(s) shall receive adequate time for cleaning the building and returning it to a ready-for-use condition. If the activity is a non-school function, a custodian shall be on duty the entire time the building is in use. (Civic organizations are excluded from this Section.) The building principal shall work with custodians to insure the protection of school district facilities.

Custodians will be expected to perform duties that may be assigned while at such events.

If non-school functions are conducted on school premises outside the buildings, a custodian shall be assigned to work one (1) hour to open the event and one (1) hour to close the event, unless additional time is approved in advance by the Building Principal and/or Superintendent.

3. All full-time custodians will be entitled to thirty (30) minutes uninterrupted, unpaid lunch, excluding emergency situations.

4. Custodial Shift Pay Practices:

Custodians with work assignments during the second or third shift shall receive additional compensation per hour as follows:

Second Shift	$ .15 per hour
Third Shift	$ .20 per hour

Overtime will not be considered with shift differential.

An employee must work a minimum of 80% of their eight-hour shift during the 3:00 P.M. - 11:00 P.M. time period for the second shift and 80% of their eight hour shift during the 11:00 P.M. - 7:00 A.M. time period to be eligible for the pay differential.

I. LUNCHROOM PRACTICES

1. The head cook assigned to each site is responsible for the assignment of substitute employees in the operation of the kitchen.

2. Less than full-time employees shall be called in on seniority list on a rotating basis and work the additional hours and return to their normal position. The head cook shall then secure remaining substitute employees as needed.

3. A ten (10) minute break will be scheduled for each cook, by the head cook, as the workday permits. This shall not interrupt the normal operation of the lunchroom.

4. A $50.00 stipend will be paid for each certified cook at the completion of the contract year. The necessary documentation shall be provided to the treasurer.

5. All extra activities shall be by seniority district-wide rotation. The employee with the most district-wide seniority will be offered the work first. If the employee declines, the next employee on the list will be offered the work. The second event will begin with the next person on the list after the last person that accepted work. If no employee accepts the work, the employee with the least district-wide seniority will be required to work. If this circumstance happens again, the employee with the second least seniority will be required to work and so on. School employees who work forty (40) hours a week in other school jobs should not be penalized for their refusal of the work.

6. A seniority list of all regular cooks shall be used for all extra activities, by district rotation before subs are called. All work performed during this time shall be at the rate of eleven dollars and fifty cents ($11.50) per hour.

J. SCHOOL BUS PRACTICES

Extra Trips and Substitutes:

1. A seniority list of all regular contracted drivers shall be used for extra trips on a rotating basis before substitutes are called.

2. Only regular and substitute bus drivers may drive buses for co-curricular and/or extracurricular trips unless an emergency arises. School personnel other than regular and substitute drivers may drive and use the school van when the number

of passengers does not exceed one van load limit. Overnight extracurricular and co-curricular trips may be transported by school van driven by other school personnel and/or private transportation, as determined by the administration.

Payment for regular and substitute drivers will be according to driving time and layover time. No payment will be made when the driver is not on call.

3. When more than one (1) trip is scheduled on a given day, drivers will be given their choice of trips on the seniority rotation.

4. When a driver takes a trip, said driver is to remain at the site unless prior approval of leaving is secured in writing from the Superintendent or his designee. It is understood that if a driver does leave a site, said driver shall not be paid for the time away.

5. In the event a driver refuses or cannot take an extra duty trip, said driver shall lose that turn in rotation.

6. When a bus driver has been assigned an extra run and that trip is canceled, that driver shall be assigned the next available extra run.

7. Regular contracted drivers cannot forego regular routes for the purpose of taking extra trips. Extra trips shall only be assigned before and after the normal route unless there is no substitute driver available. This would be done on a seniority rotating basis and assigned by the Transportation Supervisor. Regular contracted drivers will receive their regular rate of pay (if trip is during their regular route) and any time overage would be subject to driving time and stationary time rates used for extra trips.

8. Once assigned an extra trip, there shall be no trading among drivers.

9. Drivers assigned and unable to take an assigned run because of health and/or personal emergencies shall notify the Superintendent or his/her designee at least two (2) hours prior to departure time, except in cases of emergency.

10. Substitute drivers shall be used when contracted drivers are off due to illness or other reasons. Exceptions: When a regular driver takes a personal leave he/she shall be entitled to an extra run on the same day provided:

    a. It must be their turn in rotation.

    b. Extra run cannot be during regular working hours.

11. The transportation supervisor shall make adjustments in scheduling or routing as necessary.

12. When a driver arrives for a field trip and such trip is canceled and the driver was not previously notified, said driver shall receive a flat rate of ten dollars ($10.00).

Other practices:

1. Abstracts: The Board of Education will pay three dollars ($3.00) for each abstract. Drivers must submit forms to the central office by June 30 to expedite the handling of the forms and to receive the benefit of Board handling.

2. The Board shall pay a maximum of $20.00 for the CDL license; and additionally the Board shall pay a maximum of $25.00 for a physical.

3. Bus Repairs: Repair work that is authorized by the transportation supervisor and is properly documented will be paid at the driver's regular rate of pay.

4. Bus drivers will be provided appropriate and necessary medical information pertaining to students they transport. This information shall be treated confidentially.

5. Drivers shall receive up to two (2) hours per run per year for making out maps and seating with the authorization of the transportation supervisor.

   The transportation supervisor must authorize the washing of buses.

6. All drivers shall receive fifteen (15) minutes a day for cleaning and fueling buses.

K. ALCOHOL AND DRUG TESTING PROGRAM - BUS DRIVERS AND OTHER EMPLOYEES

1. The Woodmore Local School District will pay for required alcohol and drug testing expenses.

2. Bus Drivers and Employees required to be tested while on duty will be paid a minimum one hour of time involved in the random testing. Bus Drivers and Employees required to show up on off duty hours will receive a minimum two hours for time involved in testing. The time will be paid at his/her regular hourly rate.

3. The Board shall pay for one (1) additional test of an employee who was randomly sampled and believes the positive results are inaccurate. The employee shall submit, in writing, a statement indicating why he/she believes the test results are inaccurate.

4. On the first occurrence that an employee's test is positive for alcohol (at .04 and beyond) and/or drugs, the employee shall be required to attend a rehabilitation treatment program (Employee Assistance Program). The cost of the program

shall be at the expense of the employee. The employee shall be afforded his/her sick leave and/or a medical unpaid leave at his/her request.

5. Test results shall be released to the employee.

L. SECRETARIAL PRACTICES

1. All full-time secretaries will be entitled to thirty (30) minutes uninterrupted, unpaid lunch, excluding emergency situations.

2. Variations in scheduling may be developed in concert with the administrator and employees building by building.

M. ATHLETIC PASSES

An athletic pass shall be available to all classified staff provided the classified staff member agrees/signs up to work/assist the Principal and/or Athletic Director in the operation of one (1) scheduled event. A second athletic pass is available to the classified staff member provided the member agrees/signs up to work/assist the Principal and/or Athletic Director in the operation of two (2) additional scheduled events.

In addition, the Superintendent or his/her designee may assign such employees on a rotating basis attendance at functions on a school day, which occur after school hours. Failure to accept his assignment would result in loss of athletic pass.

N. CALAMITY DAYS

When school days are closed by the administration because of inclement weather during the five days currently allowed by the State, classified school employees are not required to report to duty except as deemed necessary by the employee's immediate supervisor or Superintendent. When required to report to work, employees shall receive one-half (1/2) times their regular hourly rate for hours worked in addition to their regular calamity day pay.

Whenever school is closed due to a calamity day for over the five allowed days in the school year, all twelve-month employees will be required to report to work after the fifth (5th) calamity day, at the discretion of the Superintendent and shall receive no extra compensation for reporting on such days. They will not be required to report when state or local government officials prohibit travel on the roads. Employees that report to work prior to the cancellation of school will be paid one-half (1/2) times their regular hourly rate for the time worked. Once they learn that a cancellation has been made, they will leave the worksite unless requested by the Superintendent to stay.

When the student day is altered due to a two-hour delay, the classified employee's day shall be altered in the same way, unless deemed necessary to work by the employee's immediate supervisor or Superintendent. If the employee is required to report to work,

the employee shall receive one-half (1/2) of his/her regular pay for the two hours in addition to the regular pay for the hours worked. Custodial and Kitchen employees will report as directed by their immediate supervisor or Superintendent.

Calamity days shall be declared by the discretion of the administration. Any employee who is on sick leave immediately preceding a calamity day shall not be charged with a sick day for the calamity day, providing said employee has sick leave remaining, and shall receive normal compensation for the calamity day.

O. SCHOOL CALENDAR

OAPSE shall be permitted to select two (2) representatives to serve on the Calendar Committee together with Woodmore Education Association representatives.

The Association President will be allowed 20 minutes to talk to all newly hired employees at the orientation meeting.

P. E-MAIL COMMUNICATIONS

All employees shall be issued an e-mail address and have access to a computer. Computers are available to all employees in the labs and media centers as well as designated computer areas at each school. These may be used when not in use by students. School e-mail may be accessed on home computers or any computer that has internet access.

PART IV. PROCEDURES

A. DISCIPLINARY PROCEDURES

The following are guidelines for progressive disciplinary action which shall be used for employee job deficiencies and/or unacceptable employee conduct, standards, or practices:

1. Step One - Oral Warning
2. Step Two - Written Reprimand
3. Step Three - Up to five (5) day suspension without pay
4. Step Four - Termination.

Depending upon the severity of the offense/violation for which discipline is deemed necessary, the Superintendent or his/her designee may initiate action at any step.

The bargaining unit member may be accompanied by the representative of his/her choice from Step One through Step Four. Prior to any disciplinary meeting at Step One through Step Four, the employee shall be notified of the subject of the meeting and shall be

apprised of his/her right to have a representative present. Discipline at Step One and Step Two shall be subject to Step One and Step Two of the grievance procedure. Only Step Three and Step Four shall be expressly subject to the entire grievance procedure.

This Article shall supersede the rights granted to employees under Chapter 3319 of the Ohio Revised Code.

B. GRIEVANCE PROCEDURE

Definition: A grievance is defined as a misapplication, misinterpretation, or alleged violation of a written provision of the collective bargaining Agreement. This grievance must be submitted at the step in which the violation occurred by the individual staff member or group of staff members that were directly affected or injured by the alleged grievance.

Procedures: The following procedures provide an individual, or group of individuals, an orderly method of processing the grievance and resolving the concerns by means of a fair hearing procedure and no fear of reprisal. Nothing in this process limits the right of individuals at any time. Furthermore, nothing in this procedure limits the legal rights of any party.

The grievance and remedy sought must remain consistent for each step in sequence.

Informal Grievance Procedure:

In the event that the grievant believes there is a basis for a grievance, he must first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

1. Step One - Any staff member with representation shall have the right to present a grievance to the principal/supervisor with ten (10) working days after the alleged grievance has occurred. The principal/supervisor shall within ten (10) working days after receipt of the alleged grievance, respond in writing.

2. Step Two - If the disposition of the principal/supervisor is not satisfactory, the grievant may, within three (3) working days, submit the grievance form to the Superintendent. Within three (3) working days after receipt of the grievance form, a hearing shall be held with the grievant to hear all pertinent data. The Superintendent shall within three (3) working days after the hearing, respond in writing.

3. Step Three - If the disposition of the Superintendent is not satisfactory, the grievant may within ten (10) working days, submit the grievance form to the treasurer of the Board of Education to arrange for a hearing before the Board in an executive session. The executive session shall be held within ten (10) working

days after receipt of the grievance. The Board shall, within ten (10) days after the hearing, respond in writing to the grievant.

4. Step Four - If the disposition of the Board is not satisfactory, the grievant and/or committee may, within ten (10) working days, submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. The arbitrator shall have all power and remedies within lawful statutes to render an award, which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to ruling by the arbitrator on the merits of the issue. The cost of the arbitrator will be assessed to the losing party of the grievance.

PART V. COMPENSATION AND RELATED BENEFITS

A. HOLIDAYS

All employees shall receive regular compensation for non-worked hours on the holidays listed below, provided the day falls within their scheduled workdays and the employee is in pay status the last regularly-scheduled workday preceding the holiday and following the holiday. Hours worked on holidays will be paid at two times the regular rate.

9- and 10-Month Employees	12-Month Employees
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Memorial Day	Memorial Day
	Independence Day
Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
	Christmas Eve Day
Christmas Day	Christmas Day

B. OVERTIME PROCEDURE

1. Overtime shall be offered to employees as follows: When daily overtime is needed to complete a particular job, it shall be awarded to the employee working the job. Other daily overtime outside an employee's regularly scheduled workday shall be awarded to employees in the job classification, and job location where the overtime is needed on a rotation seniority basis before it is offered to an employee from another location or shift. Other evening and weekend overtime shall be awarded on a rotation seniority basis within the job classification in which overtime is needed.

Example: Secretary A is typing a report that must be completed that day, but cannot be completed by the end of the regularly-scheduled workday. Secretary A is awarded the one hour overtime needed to complete the report.

Example: The High School Building Principal needs a secretary to stay over at the end of the day for one hour to take notes at a committee meeting. The High School has two secretaries, and Secretary A has greater seniority than Secretary B. Secretary A is awarded the overtime, and then Secretary A moves to the bottom of the overtime rotation list.

On the next day, the same Building Principal needs a secretary to stay over for one hour to type a special report that had not been started prior to the end of the workday. Secretary B is awarded the overtime, and then Secretary B moves to the bottom of the overtime rotation list.

Example: A custodian is needed to work a wrestling tournament on Saturday from 12:00 noon to 6:00 p.m. at the High School. The most senior custodian is Custodian A, who works at the Elementary School. Custodian B is next in seniority and works at the High School. Custodian A is awarded the overtime, and then Custodian A moves to the bottom of the overtime rotation list.

The wrestling tournament concludes on Sunday, and a custodian is again needed to work from 12:00 noon to 6:00 p.m. Custodian B is awarded the overtime, and then Custodian B moves to the bottom of the overtime rotation list.

2. The standard workweek shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week. Time and one-half shall be paid for all administratively authorized hours worked beyond the forty (40) hour limitation in any given calendar week. There shall be no compensatory time awarded to employees. Paid holidays and calamity days shall count toward attaining the forty (40) hour limitation for overtime compensation.

3. All work performed on holidays will be paid at twice (2X) the regular pay.

4. Payment of overtime shall be paid based on time sheet submission. Overtime calculations are based on Sunday through Saturday.

C. PAYDAYS

Employees will be paid every other Thursday, except that in years in which there are fifty-three (53) Thursdays. If the school is closed on a scheduled payday, paychecks will be distributed the next school day. There will be a time period of three weeks between the last payday in August and the first payday in September. All new employees shall

participate in the direct deposit payroll plan. Each pay period amount of pay will be determined by a salary amount (hourly wage x approximate hours per day x approximate days per year) plus any hours worked over and above the estimated weekly hours (as approved by the immediate supervisor and the Superintendent). The hours per day and days per year will be determined by the administration. The first pay period each school year will occur at the next pay period following two (2) weeks of employment during that year.

Food Service employees will continue to work on a time sheet basis. Food Service personnel working an additional position and those working less than twenty (20) hours per week, method of pay will be determined by the Superintendent.

D. HEALTH AND DENTAL

Employees employed for a minimum period of time of the regular student school year (180 days) will be eligible for health, dental and life insurance coverage during the twelve month calendar year. Deductions will be made twice per month from each paycheck for the amount not paid by the Board of Education.

Employees hired on or after January 1, 2000 must work at least 25 hours per week to be eligible for family health, dental and life insurance coverage.

Employees hired on or after January 1, 2000 working less than 25 hours per week but more than 20 hours per week during the regular school year period, will be eligible for single health, dental and life insurance coverage.

Employees hired prior to January 1, 2000 will continue with their present status.

The Board percentage of coverage will be 90% for single coverage and 80% for employee plus spouse, employee plus children and family coverage. This amount will be prorated based upon a percentage of hours worked per week based upon a forty (40) hour workweek.

Employees shall be offered those health coverage options that are available through the San-Ott Consortium, which are currently Options 5, 6 and 7.

The co-pay under the prescription program offered in conjunction with the health insurance plan shall be as established by the San-Ott Consortium. As of the effective date of this Agreement, the prescription co-pay was $10 generic/$25 formulary/$40 nonformulary, and the co-pay under the mail order drug program was $10 generic/$25 formulary/$40 nonformulary.

All biometric testing conducted in the Wellness Plan (body mass index, glucose, blood pressure, nicotine and cholesterol) will be provided at no cost to the employee. In the event an employee refuses to participate in the Wellness Plan (to include biometric testing and health risk assessment), the employee's percentage contribution for the cost of

health insurance shall be as provided in accordance with the table above plus 30 percent. In the event the employee's spouse does not participate in the Wellness Plan, there will be no such increase in the contribution, and the spouse shall be assigned a score of zero for the biometric testing, which score will then be averaged with the employee's score.

Any employee who elects to participate in Option 6 or 7 will receive the following incentive:

The Board shall make a deposit into a Health Savings Account equal to 50 percent of the deductible.

One-half of this deposit shall be made by February 28 of each calendar year and the second half by June 30. Funds deposited into the HSA become the property of the employee and can be accumulated from year to year.

The Board will provide a Vision Insurance Plan offered through the San-Ott Consortium. The plan will have co-payments as established by the San-Ott Consortium. As of the effective date of this Agreement, there was a $10.00 co-payment for an examination and a $15.00 co-payment for lenses and/or frames. The Board will pay 80% of the premium rate and the employee will pay 20% of the premium rate. This amount will be prorated based upon a percentage of hours worked per week based upon a forty (40) hour workweek.

Those employees receiving health and dental benefits and receiving their pay in less than 26 pays will be deducted during the same time period they work.

The Board agrees to provide a Section 125 Plan to employees. This plan will be offered at no cost to the employee or school district.

It shall be the employee's responsibility to notify the Treasurer's Office, in writing, of any changes in status (e.g., divorce, marriage, death of a family member) that might affect the employee's insurance coverage and/or cost.

Wellness Committee

A Wellness Committee shall be established consisting of three (3) members appointed each by the Administration, OAPSE and the Woodmore Education Association, provided that the Woodmore Education Association agrees to formation of such a Committee. The Wellness Committee shall meet quarterly to consider issues such as administration of the health benefits plan, costs of the plan and periodic evaluation of the plan. The Wellness Committee may also promote studies of current developments in the health care industry and continuing education programs for all staff on benefit usage for maximum cost effectiveness. All recommendations by the Wellness Committee must be reached by consensus.

Spousal Coordination of Benefits

Spouses of employees who work for an employer that provides health insurance coverage for which the spouse is eligible will be required to enroll in at least Single coverage through their employer.

Spouses will be exempt from this requirement if:

1. The spouse's employer is another school district within the SAN-OTT School Consortium.

2. The spouse's employer does not offer medical coverage.

3. The spouse must pay an amount greater than fifty percent (50%) of the cost of the highest cost single medical coverage offered by the SAN-OTT School Consortium.

4. The spouse is retired before August 1, 2004.

Spouses of the bargaining unit members affected by the change in health care provider will remain under current coverage and provided an extension of coverage until the next open enrollment period provided by their employer if necessary. If the employee's spouse has to wait for the next open enrollment, he/she will provide a letter from his or her spouse's employer indicating the next open enrollment period.

Any full-time bargaining unit member who does not enroll or participate in the District's hospitalization plan shall receive a payment of Five Hundred Dollars ($500.00) per year, which shall be paid on or before issuance of the first paycheck in September following the August 1-July 30 insurance plan year in which coverage is declined.

E. GROUP LIFE INSURANCE

All regularly-employed employees shall be provided group life insurance as follows:

1. Life Insurance - $25,000.00

2. Accidental Death and Dismemberment Insurance - $25,000.00.

F. SEVERANCE PAY

Employees, upon retirement from the Woodmore School District, shall be entitled to .250 (one-fourth) of their accumulated sick leave at the time of their eligibility for service retirement. Severance pay will be determined at their current daily rate at the time of leaving active service. The maximum sick leave accumulation will be 290 days.

Employees must have served their last ten (10) years in the service of the Woodmore Local Schools to be eligible for severance pay.

G. ANNUITIES

Any employees adding an annuity must use a current annuity company or have a group of three employees to add a new annuity company.

H. SALARY SCHEDULES

1. Non-Instructional Hourly Wage Schedule (A) – page 24

WOODMORE LOCAL SCHOOL DISTRICT
NON-INSTRUCTIONAL HOURLY WAGE SCHEDULE (A)
7/1/13 - 6/30/14

CUSTODIANS

Head Custodians

0	$14.36
1	$14.55
2	$14.76
3	$14.96
4	$15.19
5	$15.38
6	$15.58
7	$15.79
8	$16.04
9	$16.21
10	$16.40
12	$16.49
15	$16.59
20	$16.77
25	$16.99
27	$17.15

Custodian

0	$13.38
1	$13.49
2	$13.64
3	$13.82
4	$13.92
5	$14.05
6	$14.21
7	$14.32
8	$14.47
9	$14.62
10	$14.76
12	$14.84
15	$14.92
20	$15.03
25	$15.19
27	$15.35

FOOD SERVICE

Head Cook

0	$12.08
1	$12.20
2	$12.37
3	$12.50
4	$12.63
5	$12.79
6	$12.92
7	$13.04
8	$13.19
9	$13.35
10	$13.47
12	$13.52
15	$13.61
20	$13.74
25	$13.90
27	$14.03

Assistant Head Cook

0	$11.87
1	$12.02
2	$12.13
3	$12.27
4	$12.42
5	$12.54
6	$12.67
7	$12.84
8	$12.97
9	$13.08
10	$13.23
12	$13.30
15	$13.38
20	$13.50
25	$13.65
27	$13.80

Cook/Cashier

0	$11.38
1	$11.53
2	$11.67
3	$11.81
4	$11.97
5	$12.09

OFFICE/CLERICAL

Secretary

0	$13.38
1	$13.49
2	$13.64
3	$13.81
4	$13.92
5	$14.05
6	$14.21
7	$14.32
8	$14.47
9	$14.62
10	$14.76
12	$14.84
15	$14.92
20	$15.03
25	$15.19
27	$15.33

Computer Aide
VLA Aide
Library Aide - Elem.

0	$12.93
1	$13.04
2	$13.19
3	$13.35
4	$13.46
5	$13.58
6	$13.75
7	$13.89
8	$14.02
9	$14.17
10	$14.31
12	$14.38
15	$14.46
20	$14.58
25	$14.72
27	$14.88

Paraprofessional

0	$11.24
1	$11.36
2	$11.51
3	$11.65
4	$11.80
5	$11.94

BUS DRIVERS

Bus Driver

0	$14.88
1	$14.99
2	$15.17
3	$15.30
4	$15.41
5	$15.57
6	$15.72
7	$15.83
8	$15.99
9	$16.14
10	$16.25
12	$16.31
15	$16.40
20	$16.55
25	$16.67
27	$16.84

Educational Field Trips

Per hour	$11.30

Co-Curricular/ Extra-Curricular Trips

Driving	$11.30
Lay-over	$7.44

WOODMORE LOCAL SCHOOL DISTRICT
NON-INSTRUCTIONAL HOURLY WAGE SCHEDULE (B)
7/1/14 - 6/30/15

CUSTODIANS

Head Custodians

0	$14.50
1	$14.70
2	$14.91
3	$15.11
4	$15.34
5	$15.53
6	$15.74
7	$15.95
8	$16.20
9	$16.37
10	$16.56
12	$16.65
15	$16.76
20	$16.94
25	$17.16
27	$17.32

Custodian

0	$13.51
1	$13.62
2	$13.78
3	$13.96
4	$14.06
5	$14.19
6	$14.35
7	$14.46
8	$14.61
9	$14.77
10	$14.91
12	$14.99
15	$15.07
20	$15.18
25	$15.34
27	$15.50

FOOD SERVICE

Head Cook

0	$12.20
1	$12.32
2	$12.49
3	$12.63
4	$12.76
5	$12.92
6	$13.05
7	$13.17
8	$13.32
9	$13.48
10	$13.60
12	$13.66
15	$13.75
20	$13.88
25	$14.04
27	$14.17

Assistant Head Cook

0	$11.99
1	$12.14
2	$12.25
3	$12.39
4	$12.54
5	$12.67
6	$12.80
7	$12.97
8	$13.10
9	$13.21
10	$13.36
12	$13.43
15	$13.51
20	$13.64
25	$13.79
27	$13.94

Cook/Cashier

0	$11.49
1	$11.65
2	$11.79
3	$11.93
4	$12.09
5	$12.21

OFFICE/CLERICAL

Secretary

0	$13.51
1	$13.62
2	$13.78
3	$13.95
4	$14.06
5	$14.19
6	$14.35
7	$14.46
8	$14.61
9	$14.77
10	$14.91
12	$14.99
15	$15.07
20	$15.18
25	$15.34
27	$15.48

Computer Aide
VLA Aide
Library Aide - Elem.

0	$13.06
1	$13.17
2	$13.32
3	$13.48
4	$13.59
5	$13.72
6	$13.89
7	$14.03
8	$14.16
9	$14.31
10	$14.45
12	$14.52
15	$14.60
20	$14.73
25	$14.87
27	$15.03

Paraprofessional

0	$11.35
1	$11.47
2	$11.63
3	$11.77
4	$11.92
5	$12.06

BUS DRIVERS

Bus Driver

0	$15.03
1	$15.14
2	$15.32
3	$15.45
4	$15.56
5	$15.73
6	$15.88
7	$15.99
8	$16.15
9	$16.30
10	$16.41
12	$16.47
15	$16.56
20	$16.72
25	$16.84
27	$17.01

Educational Field Trips

Per hour	$11.41

Co-Curricular/ Extra-Curricular Trips

Driving	$11.41
Lay-over	$7.51

CUSTODIANS	FOOD SERVICE		OFFICE/CLERICAL		BUS DRIVERS
	6	$12.21	6	$12.07	
	7	$12.38	7	$12.19	
	8	$12.51	8	$12.36	
	9	$12.64	9	$12.50	
	10	$12.80	10	$12.63	
	12	$12.86	12	$12.69	
	15	$12.92	15	$12.79	
	20	$13.05	20	$12.91	
	25	$13.20	25	$13.04	
	27	$13.34	27	$13.22	
			Aides/Monitors/Other Clerical		
			0	$11.09	
			1	$11.24	
			2	$11.36	
			3	$11.51	
			4	$11.65	
			5	$11.80	
			6	$11.94	
			7	$12.07	
			8	$12.19	
			9	$12.36	
			10	$12.50	
			12	$12.55	
			15	$12.63	
			20	$12.79	
			25	$12.91	
			27	$13.03	

CUSTODIANS	FOOD SERVICE		OFFICE/CLERICAL		BUS DRIVERS
	6	$12.33	6	$12.19	
	7	$12.50	7	$12.31	
	8	$12.64	8	$12.48	
	9	$12.77	9	$12.63	
	10	$12.93	10	$12.76	
	12	$12.99	12	$12.82	
	15	$13.05	15	$12.92	
	20	$13.18	20	$13.04	
	25	$13.33	25	$13.17	
	27	$13.47	27	$13.35	

Aides/Monitors/Other Clerical

0	$11.20
1	$11.35
2	$11.47
3	$11.63
4	$11.77
5	$11.92
6	$12.06
7	$12.19
8	$12.31
9	$12.48
10	$12.63
12	$12.68
15	$12.76
20	$12.92
25	$13.04
27	$13.16

PART VI. OTHER BENEFITS

A. SICK LEAVE

1. Non-teaching employees will be granted one and one-quarter (1-1/4) days of sick leave for each month of school service (15 days per year) accumulated to 290 days.

   An employee may be absent from regular duties because of personal illness for a period not to exceed his/her total number of days of accumulated sick leave without loss of pay. Newly hired employees may be advanced five (5) sick leave days.

2. Annual accumulated sick leave days may be used for bereavement, personal illness, or during a period of critical illness in the immediate family (limited to father, mother, husband, wife, children, grandparent, grandchildren, brother, sister, stepparents, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, also other persons living in the same household), provided, however that employees shall not be eligible to use such days while on leave of absence. Employees may use their accumulated sick leave allowance as of the first day of their employment even though they have not been able to report for duty on that day.

3. After five (5) consecutive days of sick leave, non-teaching employees shall furnish a written doctor's statement from a physician, its possible duration and the need to be absent from work.

4. Accumulated sick leave may be used for maternity due to the physical inability to perform the tasks of the employment position. The employee shall provide a statement from the physician verifying the employee's inability to work, as well as a release from medical care to work.

B. LEAVE FOR DEATH IN FAMILY

Each classified employee in the Woodmore School District shall be eligible for bereavement pay on the following basis:

1. If the funeral involves spouse, sons or daughters, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchildren, stepparents, stepchildren, son-in-law, daughter-in-law (or, with the approval of the Superintendent and with consistent application by him/her, any other person standing in the same relationship as any of the above) – maximum of five (5) school days with pay.

2. If the funeral involves other blood relatives, including immediate in-laws and step-relatives – necessary time off with pay to attend funeral, plus necessary travel time, total time off with pay not to exceed two (2) school days if site of

funeral is within 300 miles, or not to exceed three (3) school days if site of funeral is 300 or more miles distance.

C. PERSONAL LEAVE

1. An employee has the right to utilize three (3) personal leave days per year. Personal leave days begin on July 1 and expire on June 30. There is no carryover of personal leave days from year to year. The employee shall provide written notification 24 hours before the date of such desired leave.

2. Two of the days of personal leave shall not be used for the following reasons:

   a. job interview, unless approved by the Superintendent
   b. vacation
   c. to extend a school scheduled holiday, unless approved by the Superintendent
   d. recreational and shopping purposes

3. Employees will make every effort not to use personal leave during the first or last five (5) student days of the school year unless exceptional circumstances justify the use of such leave and such leave is approved by the Superintendent.

4. Employees shall use personal leave in one-half or full day increments.

D. SICK LEAVE/PERSONAL LEAVE

Employees will be eligible for sick leave and/or personal leave if they are absent during an administrative approved work period of time.

E. EMERGENCY LEAVE

1. The Board shall grant requests for the use of emergency leave upon approval by the Superintendent. It is understood that the employee shall identify the reason for its use. The following reasons apply:

   a. transportation difficulties
   b. flooding of basement or home
   c. fire at home
   d. other similar unavoidable reasons (please explain).

2. Emergency leave does not require advance notification. However, the building principal/supervisor shall be notified as soon as possible by the employee.

3. Paid emergency leave will only be granted if all personal leave days have been used.

F. SHORT-TERM UNPAID LEAVE

An employee may be granted one, two or three day(s) leave without pay with all benefits paid upon approval by the Superintendent. The notification must be submitted one (1) week prior to the date(s) requested. Any days in addition to the three days must be approved by the Board of Education. The benefits for the days, in addition to the three days, will be paid for by the employee.

G. MILITARY LEAVE

Any regular employee who may be conscripted or enters the armed forces of the United States shall be granted a military leave. He/she shall be reinstated into his/her position in the school system with full credit, including the annual increments under the salary schedule, upon written request supported by adequate proof that the employee is fully qualified to perform the duties of the position. The application for reinstatement shall be made no later than ninety (90) days from date of said release or honorable discharge from military service.

H. JURY DUTY

Permission to be absent from duty for jury service shall be granted to any employee who may be selected for jury duty provided the request is received and approved by the treasurer and local Superintendent. The full rate of compensation shall be allowed for such service provided the check received for the jury service is endorsed and made payable to the Board of Education.

I. LEAVE OF ABSENCE

The Board of Education is required by law, upon written request of an employee, to grant a leave of absence for a period of not more than two (2) consecutive school years where personal illness or other disability is the reason for the request.

J. ASSAULT LEAVE

Notwithstanding the provision of Section 3319.41 of the Ohio Revised Code, the Board will grant assault leave to covered employees due to physical disability resulting from assault under the following conditions:

Any classified employee who must be absent from his/her duties due to physical disability resulting from an assault on or off school premises before, during or after school hours, provided that such assault is also directly related to, attributable to or arising out of the employment by this system of said employee, will be paid his/her full schedule compensation for a maximum period of thirty (30) consecutive working days of an adopted school calendar which shall be non-cumulative. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after

such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

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

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

Assault leave which is approved by the Superintendent shall not be charged against sick leave earned by employee or other leave granted under regulations adopted by the Board pursuant to 3319.09 ORC. Assault leave benefits shall not be paid if Workers' Compensation benefits are paid to the employee.

K. VACATION

Employees working a minimum of 11 months shall be eligible for vacation pay in accordance with the following schedule: (231 days equal 11 months). The days must be assigned by the immediate supervisor and then approved by the Superintendent. The employee will work the entire 231 workdays but will be paid additionally for the proper vacation time.

Years of Continuous Service	Weeks of Vacation
Less than 1 year	2 weeks prorated on a monthly basis from hire date to July 31
1-6 years	2 weeks
7-12 years	3 weeks
13-19 years	4 weeks
20 or more years	5 weeks

Vacation days begin July 1 and expire June 30. There can be a maximum of 10 carryover days.

Classified employees contracted for less than 231 days during any year (July 1 to June 30), but work in the same position for additional days that equal or exceed 231 days, will be granted vacation pay also.

As far as practical, vacations will be scheduled at the time desired by the individual employee, provided however, that the Superintendent or his/her designee, shall have the authority to schedule vacations and to change such schedules in order to assure that

orderly and efficient school operations are maintained. In those cases in which two or more employees wish to schedule (at the same time) their vacation time during the same period of time or overlapping days, and in the judgment of the Superintendent, such scheduling will not diminish orderly and efficient school operations, the longer service employee(s) shall have preference as to choice.

Vacation time which falls during an approved leave of absence shall be excluded from an employee's continuous service when determining eligibility or paid vacation.

Vacation benefits shall be paid at the wage rate being earned by the employee at the time of the assigned vacation.

L. TRAVEL REIMBURSEMENT

Travel expense will be reimbursed by the Board at the rate of $ .02 less than the IRS rate when a personal vehicle is used for school business. All travel must have the prior approval of management. All mileage will be determined by odometer reading to the nearest mile.

M. TUITION REIMBURSEMENT

The goal of any additional training should be to provide assistance or new knowledge to help improve the operation of the school district.

Recognizing this, the Board of Education will provide the following:

One thousand dollars ($1,000) will be set aside for the first six months of the contract (January 1 - June 30, 2000) to be used by classified personnel for additional training in the area of their current work assignment. There will be a one hundred dollar ($100) maximum per employee each year of the contract. Reimbursement will be paid at the end of each fiscal year if the employee continues to be in the employment of the district. If the one thousand dollars ($1,000) is totally utilized during the first six months, the amount for the year (July 1, 2000 - June 30, 2001) will be increased to one thousand five hundred dollars ($1,500). If the one thousand five hundred dollars ($1,500) is totally utilized during that time period, two thousand dollars ($2,000) will be set aside for the last year of the contract. If the usage amount exceeds the amount allocated, the distribution will be based upon a percentage factor.

All classified personnel will be eligible for this fund.

The training must be approved by the immediate supervisor and the Superintendent prior to the beginning of the training.

All training must be successfully completed.

N. FAMILY MEDICAL LEAVE ACT

An employee with at least twelve (12) months of service and who has worked at least 1250 hours with the Woodmore Local School District shall be granted up to twelve (12) weeks of unpaid family medical leave (during each fiscal year period) for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, or parent of the employee's family, and 4) The employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

1. An employee must use any accrued paid vacation or personal leave for reasons one and two previously mentioned in the first paragraph. This leave will be part of the twelve-week period. An employee must substitute accrued vacation; personal leave, or sick leave for reasons three or four for any part of the twelve-week period.

2. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.

3. While on Family Medical Leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.

4. Serious health condition is defined as an illness, injury, impairment or mental condition that involves A) Inpatient care in a hospital, hospice, or residential medical facility; or B) Continuing treatment by a health care provider.

5. An employee on Family Medical Leave shall not be entitled to advancement on the salary schedule for the period of absence; however, the employee shall continue to accrue sick leave. When an employee returns from Family Medical Leave, he/she shall receive advancement on the salary schedule as other employees receive. If an employee has worked one hundred twenty (120) days in a school year, a full year of service credit will be granted for purposes of advancing on the salary schedule for the following school year.

6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.

7. The employee may request intermittent leave or leave on a reduced schedule. The Board may require the employee to provide certification from a health care provider. The employee will make every attempt to schedule their leave so as not to disrupt school operations.

8. This Article is based upon the federal legislation entitled The Family Medical Leave Act of 1993. All provisions of this legislation will be complied with according to law.

O. RETIREMENT/RESIGNATION NOTIFICATION STIPEND

Employees with ten (10) or more years of service with the District who submit a signed letter before March 15 of the current school year notifying the District that the employee is retiring through SERS or resigning at the end of the school year shall be paid a stipend of $250.00 within thirty (30) days following the employee's retirement or resignation.

P. HIRING OF RETIREES

Retirees may be rehired by the District, subject to the following provisions:

1. There is no guarantee of reemployment. A bargaining unit member still actively employed by the district and considering retiring may make a written request to the Superintendent at least ninety (90) calendar days prior to the effective date of retirement. Within thirty (30) days of the employee's request, the Superintendent shall either notify the retiree, in writing, that the Superintendent is not going to recommend reemployment or shall verbally inform the retiree that the Superintendent is going to recommend reemployment.

2. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days. Severance will not be paid again.

3. If the Board is considering the rehiring of an employee who has retired from the District, such rehiring must comply with, and is only effective upon completion of, the public notice and hearing procedures set forth in Ohio Revised Code Section 3307.353.

4. Any retiree who is hired shall be employed under a one year limited contract. The retiree shall not be eligible for continuing status.

5. Any retiree who is rehired will be placed at step 0. If rehired for additional years, there will be no movement on the salary schedule for years of experience.

6. In a reduction of force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract employees.

7. The retiree is responsible for his own health insurance.

8. Retired employees, who are rehired, are not eligible for tuition reimbursement.

9. Retired employees who are rehired are responsible for all required taxes, including Medicare.

Q. PROFESSIONAL DEVELOPMENT

Professional development opportunities will be provided for secretaries, bus drivers and others. Such opportunities for professional development will be provided to the District's classified staff when it is meaningful, practical and cost effective. When opportunities exist, the classified staff person should submit a professional development request form to the Building Principal.

PART VII. IMPLEMENTATION AND AMENDMENT

This Agreement is made and entered this 1st day of July, 2013 by and between the Woodmore Board of Education and the Ohio Association of Public School Employees (OAPSE), Local 676, shall become effective and binding upon the parties thereto as of July 1, 2013 and remain in effect until June 30, 2015.

WOODMORE BOARD OF EDUCATION

By _____
Steve Huss, Board President

_____
Linda Bringman, Superintendent

_____
Kevin Slates, Treasurer

EMPLOYEE ORGANIZATION TEAM

By _____
Robert Kelley, President

_____
Mary Lowry, Vice President

_____
Rick Krotzer

_____
Beth Schlea

_____
Denise Snyder

_____
Kim Sorensen