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MASTER AGREEMENT
BETWEEN
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
AND
THE WELLSVILLE LOCAL
BOARD OF EDUCATION

JULY 1, 2014— JUNE 30, 2017

Bold Print Indicates New or Revised Items

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Recognizing that providing a high quality education for the children of Wellsville Local School District is the paramount aim of this school district and that good morale of the Members of the bargaining unit is necessary for the best education of the children, we hereby declare that:

The Board of Education, under law, has the final responsibility of establishing the policies for the district.

The Superintendent and his staff have the responsibility of carrying out the policies established as per Section 4117.08 of the Ohio Revised Code.

The bargaining unit members have the responsibility of providing the best possible auxiliary service to insure quality education in the classroom.

The Wellsville Local Board of Education also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Wellsville Local Schools OAPSE Chapter #707 to discuss matters related to terms and conditions of employment, as defined herein, for members of the bargaining unit of the Wellsville Local School District.

ARTICLE II
Recognition

2.01

The Union is recognized as the sole and exclusive representative for all employees of the Board of Education in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours, and other terms and conditions of employment.

This recognition shall be for the duration of this Agreement and thereafter until a successor is elected or until recognition is withdrawn based upon the results of a competitive election.

The Union's exclusive bargaining unit includes only the job classifications listed below:

1. Bus drivers
2. Cafeteria Workers
3. Custodial-Maintenance Employees
4. Secretaries
5. Paraprofessional Aides
6. Short Hour Employees

Excluded are the following employees:

1. Treasurer
2. Supervisor of Transportation
3. Superintendent of Buildings and Grounds
4. Administrative Secretary (Superintendent's Secretary)
5. Computer Operator and Accounting Clerk (Treasurer's Office)
6. EMIS Coordinator

All future positions, whose duties are of a supervisory nature according to S.E.R.B. guidelines, shall not be members of the bargaining unit.

When a new position is created that is a bargaining unit position, The Board of Education and the Union shall meet to negotiate a salary schedule.

- 3.01 Negotiations
Subject for negotiations shall be salaries, fringe benefits, hours and conditions of employment and all other items mutually agreed upon.
- 3.02 Good Faith
The parties agree to bargain in good faith. Good faith shall be defined as the obligation of the parties to deal openly and fairly with each other in a sincere effort to reach agreement upon matters being negotiated. Such obligation does not compel either party to agree or to make concession, but shall give reason for failure to agree.
- 3.03 Directing Requests
Requests from the Association for negotiations shall be made in writing to the Board or its designated representatives. Request from the Board shall be made in writing to the President of the Association or his or her designated representative. Request for meetings shall be no sooner than February 15 of the year of the expiration of the negotiated agreement entered into between the parties and shall contain a description of the items for negotiations.
- 3.04 Negotiations Meetings
Within five (5) days of the request, the parties shall establish the time and place of the meeting, which shall be within fifteen (15) days after the request has been submitted unless both parties agree to an extension of time. Negotiations shall be completed within forty-five working days unless mutually extended. Negotiation meetings shall be held at a time other than the regular school hours.
- 3.05 Representation
Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district.
- 3.06 Initial Meeting
In the first meeting, OAPSE and/or the Board of Education will present their written proposals and give an explanation. No items or proposal shall be added without the mutual agreement of both parties. The second meeting shall be scheduled to give the Board or OAPSE sufficient time to analyze the written proposals and to return for discussion of the written proposals and to present any counterproposals which the Board or OAPSE may have, along with an explanation. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. Until all negotiations are completed; each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
- 3.07 Team Members
The Board and OAPSE shall be represented at all negotiations meetings by a team of negotiators. The OAPSE team shall be comprised of five (5) OAPSE members and one (1) field representative from OAPSE.

3.08 Information
The parties agree to make available to each other, upon reasonable request, all regularly and routinely prepared information to aide in developing intelligent, accurate, and constructive proposals.

3.09 Consultants
Consultants may be used by either party in any of the negotiations meeting with a limit of one (1) consultant per meeting for each party. Consultants will be used in an advisory capacity and will not be permitted to enter into the discussions.

Expenses of consultants will be borne by the party requesting the consultants.

3.10 Recesses
The parties may caucus at any time. A caucus shall not be longer than thirty (30) minutes unless extended by mutual consent.

3.11 Protocol
No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiating process.

3.12 Item Agreement
As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.

3.13 News Releases During Negotiations
All releases to the news media during negotiations shall first be given to the other party prior to the release.

3.14 Agreement
When final agreement is reached through negotiations, it shall be reduced to writing and submitted to the bargaining unit represented by the Association for approval and all of the Association's designated representatives shall recommend and urge approval.

Upon approval by the bargaining unit represented by the Association, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval.

If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as the policy of the Board.

3.15

Disagreement

In the event an agreement is not reached after sixty (60) days (unless an extension of time is agreed to by both parties) either party may declare an impasse after full consideration has been given to all proposals and counter proposals. If an impasse is declared, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached. The first step in the impasse proceedings is that both parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (F.M.C.S).

The assigned mediator has the authority to recommend, but his recommendations are not binding on either party. If either party does not agree with his recommendations, the disputed items shall be submitted to arbitration. The parties shall mutually select the arbitrator. In case the parties fail to agree to an arbitrator within ten (10) days after receiving written request by either party to so act, the American Arbitration Association shall be requested to submit a list of seven (7) names. The arbitrator shall be selected by alternately striking the names from the list until a single name remains. The arbitrator shall have authority to hold hearings and to confer with any persons deemed advisable in seeking to resolve the disagreement. Within thirty (30) days after receiving the matters under dispute, the arbitrator shall issue a decision for settlement to the designated parties.

The decision shall be in writing, and a copy sent to the President of the Board or his/her designee and the President of the Association or his/her designee. Cost of the arbitrator shall be shared equally by both the Board and the Association. The arbitration award shall be final and binding upon both the Board and the Association.

3.16

Rights of the Individuals

Nothing in this document shall prohibit any member of the bargaining unit from presenting his/her own views to the Board or to the Superintendent.

Negotiations, however, shall be conducted according to this procedure.

3.17

Provisions Contrary to Law

If any provision of this document or any application of the document to any member(s) of the bargaining unit shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Items found to be contrary to law shall be renegotiated between the parties.

ARTICLE IV

Grievance Procedures

4.01

Definitions

“Grievance” shall mean a complaint involving the alleged violation, misinterpretation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.

“Grievant” shall mean a bargaining unit member or the Union.

“Immediate Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant.

“Days” shall mean workdays during the regular school year. During the summer months,

“Days” shall mean calendar days, exclusive of Saturdays, Sundays and legal holidays.

4.02 Rights of the Grievant

A grievant may choose to be accompanied at all times and at all steps of the grievance procedure by an OAPSE representative.

In the event the immediate supervisor is not vested with the authority to resolve the grievance, the grievant may waive Level II and proceed to Level III. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.

No reprisals of any kind shall be taken by the Board or any member of the administration against any grievant, representative, member of the Association, or any participant in a grievance procedure because of such participation. Likewise no reprisals of any kind shall be taken by the grievant or his/her representative of the Association against the Board or any member of the administration.

4.03 General Provisions

A. Party in Interest

All grievance processing and investigating activities shall be conducted outside the normal instructional day unless mutually agreed.

B. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

C. No Grievant may be represented by any employee organization other than the Ohio Association of Public School Employees Chapter #707, in any grievance procedure initiated pursuant to this procedure.

Procedures

Level I

Any employee with a problem that is the basis for a grievance shall first discuss this problem with his immediate supervisor before a grievance shall be filed. The informal discussion of the problem shall take place within thirty (30) days following the act or condition which is the basis of the grievance.

Level II

If the discussion does not resolve the grievance to the satisfaction of the employee, said employee shall have the right to lodge a written grievance with such employee's building Principal. If such grievance is not lodged within five (5) days following the discussion at Level I, the grievance shall be waived.

The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied, the relief sought, and a request for a hearing with the building Principal.

A copy of such grievance shall be filed with the Superintendent.

The hearing shall be conducted within five (5) days after receipt of the written grievance.

The aggrieved employee and the President of the Association shall be advised in writing, of time, place, and date of such hearing.

Level II (continued)

The building Principal shall render his/her decision within two (2) days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing, and copies sent to the employee, the Superintendent, the Treasurer of the Board of Education and the President of the Association.

Level III

If the action taken by the building Principal does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such an appeal within five (5) days from receipt of the written notice of the Principal's action on said grievance shall be deemed a waiver of the right to appeal.

A hearing shall be conducted by the Superintendent, or designee, within five (5) days after the receipt of the request. The aggrieved employee and President of the Association shall be advised in writing, of the time, place and date of such hearing.

The aggrieved employee shall have the right to be represented at such hearing by an OAPSE representative and the Board of Education is entitled to counsel. The Superintendent, or designee, shall take action on the grievance and prepare a written report of such action within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing, and copies sent to the employee, building Principal and the President of the Association.

Level IV

If the action taken by the Superintendent, or designee, does not resolve the grievance to the satisfaction of the employee, such employee may appeal, in writing, and request a hearing before the Board.

The notice of this appeal and request shall be sent to the Superintendent and President of the Association and a copy filed with the Treasurer of the Board. Failure to file such an appeal and request within five (5) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal hearing.

The Superintendent shall place the matter on the agenda for an executive session at the next regular meeting of the Board, which shall hear the matter in executive session at that time.

The grievant shall have the right to be represented at such executive session meeting by an OAPSE representative. The party representing the grievant shall be identified in advance of the meeting.

The Board's action shall be based upon the arguments presented by or on behalf of the grievant. After reaching a decision, copies of the decision shall be sent to the grievant, Superintendent of Schools, President of the Association, and the principal, within three (3) days.

Level V

If the action taken by the Board of Education does not resolve the grievance to the satisfaction of the employee, such employee may request that the Association grievance committee submit the issue to arbitration within ten (10) days after receipt of the decision reached in the Level IV hearing.

Release time shall be granted for any member of the Association to appear as a witness for all school related matters without loss of pay, vacation, sick or personal leave time.

The arbitrator will be chosen from a list of seven (7) names furnished by the Federal Mediation and Conciliation Services. All other procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of the Federal Mediation Conciliation Service.

The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, and a copy sent to all parties present at the hearing.

The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of the agreement, nor add to, detract from, or modify the language therein arriving at a determination of any issue presented.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine 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 the determination.

The decision of the arbitrator shall be binding on both the Board of Education and the Association.

Cost of the arbitrator shall be shared equally.

In the event a grievance is appealed to arbitration but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) shall be borne as follows:

1. Solely by the Association if the grievance is withdrawn.
2. Solely by the Board of Education if the grievance is granted.
3. Shared equally by the Association and the Board of Education if the grievance is settled by means of a compromise

ARTICLE V

Discrimination and Coercion

The Board shall be an equal opportunity employer. There shall be no discrimination or intimidation by the Board or the Association against any member as a result of, or because of, such member's race, color, creed, sex, national origin, age, religion, political affiliation or handicap.

Employment

The employment of every employee, after he/she has successfully completed six (6) months of probationary time on the job, shall be continuous until he/she:

1. Resigns
2. Retires
3. Is laid off in accordance with the negotiated Reduction In Force Policy
4. Is suspended for cause
5. Is discharged for cause

During the probationary time period, the employee will receive at least two (2) evaluations.

ARTICLE VII

Individual Rights

7.01 Evaluation

Any employee being evaluated by his/her immediate supervisor shall have the opportunity to discuss this evaluation with his/her immediate supervisor.

The employee shall sign the evaluation and receive a copy. Such signature on the evaluation shall not mean agreement or disagreement.

If the employee does not agree, the employee shall have the right to respond to the evaluation in writing and have it attached to the evaluation.

7.02 Personnel Files

Employees shall have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character, or personality before it is dated and placed in the personnel file.

The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the employee. The signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the employee.

The employee shall also have an opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.

Employees shall be informed of any complaint by a parent and/or student which is directed toward that employee and which may become a matter of record. Derogatory material or complaints against the employee found unwarranted shall be removed from the file.

Anonymous letters or materials shall not be placed in the employee's file or shall they be made a matter of record.

Each employee shall have the right, upon request, to review the contents of his/her own personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employee.

Upon the staff members request, written reprimands and/or letters of a disciplinary nature will be removed from the employee's personnel file and placed in a separate disciplinary file to be maintained only in the District office providing that two (2) years have elapsed after the effective date of the reprimands and/or letter, providing there are no intervening reprimands or disciplinary letters of a similar nature during the two (2) year period. Nothing in this paragraph shall be deemed to require the District to violate the state laws relating to the retention and destruction of public records.

7.03

Disciplinary Procedures

A. Before implementing disciplinary action by a suspension, discharge, or (demotion of a non-probationary employee) the Superintendent or his/her designee shall hold a conference with the bargaining unit member to afford the member an opportunity of learning the reasons for the intended disciplinary action, and to challenge the reason for the intended action or otherwise attempt to explain the alleged offenses (or other cause). The member has the right to be accompanied to the conference by one (1) Association Representative.

The conference will be scheduled as promptly as possible by the Superintendent or his/her designee. The Superintendent or designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or designee determines that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three (3) work days pending the conference to determine disciplinary action.

B. Subject to the exception in C., the first instance of misconduct by an employee shall result in an oral or written reprimand from his/her supervisor or an administrator. Further misconduct may result in suspension without pay, imposed by the Superintendent. Misconduct thereafter may result in additional suspensions by the Superintendent or discharge by the Board.

C. Certain offenses are serious enough to warrant discharge without regard to the previous disciplinary record of the employee. Such serious offenses include, but are not limited to, the following:

1. Theft or damage to property of the Board of Education.
2. Theft or damage to the property of Board employees.
3. Insubordination, or the uttering or threatening of abusive language toward supervisory or management personnel, other Board personnel, students or the public.
4. Intoxication or being on duty under the influence of a controlled substance; or the sale, possession or use of any controlled substance (including alcohol) while on duty.
5. Falsification of any records, including employment records.

6. Assault
7. Sleeping while on duty or repeated tardiness to work; or willful or repeated absence from work.
8. Discourteous treatment of the public.

D. When implementing a suspension, discharge, demotion, the Superintendent shall provide notice to the affected employee and the President of the Association. The notice shall indicate the grounds for the action.

Disciplinary action is effective according to the terms of the notice.

The employee may file a grievance concerning his/her discipline or discharge in accordance with the time limits and procedures set forth in the grievance article.

ARTICLE VIII

Hours of Work and Overtime

- 8.01 The standard work week for members of the bargaining unit shall be five (5) days per week, Monday through Friday.
- 8.02 Required service related to or sponsored by the Board, other than the days established in the school calendar, is not a part of the employee's work load and shall require compensation. This required service shall be subject to prior approval by the Superintendent or supervisor.
- 8.03 The Board shall pay overtime worked at the rate of time and one-half (1 ½) for all hours over eight (8) worked on any day, or for all hours over forty (40) worked in any week.
- 8.04 To the extent possible and practicable, regular full-time employees regularly assigned to work on less than eight (8) hours per day shall be afforded the opportunity to work up to eight (8) hours before substitutes are assigned to assist.
- 8.05 When computing hours worked during a week, the actual hours that the employee works, includes professional days. Holidays, sick days, personal days, will count **with** the total hours for the week.
- 8.06 Saturday and Sunday Work
Employees not regularly scheduled to work on Saturday and/or Sunday, who are called in to work, shall be guaranteed a minimum of three (3) hours worked and shall be compensated at the rate of time and one-half (1 ½) their regular rate of pay for such hours worked on Saturday and shall be paid double time on Sunday.
- 8.07 Call-In Time
Employees called in to work earlier than scheduled in their work day or after their work day has been completed, shall be guaranteed a minimum of three (3) hours and shall be compensated at the rate of time and one-half (1 ½) their regular rate of pay for such hours worked **over eight (8) hours that day.**

8.08

Compensatory Time

Any employee electing to take compensatory time in lieu of overtime pay shall:

- A. Have prior approval of such accrued time by his/her supervisor.
- B. Such compensatory time shall be accrued and granted at time and one-half (1 ½) for all overtime hours worked.
- C. Compensatory time shall be taken at the employee’s convenience within 30 days from the time worked.

8.09

Calamity Day

A calamity day is defined as a day when the school district is closed by the Superintendent or designee because of an emergency, such as snow and ice. Those employees who have necessary duties to perform during these days will carry out those responsibilities after contacting and receiving approval of the immediate supervisor.

An employee will be compensated for actual time worked at his/her regularly hourly rate, plus calamity day pay.

*Twelve (12) month employees shall report every day to perform essential tasks and maintenance after the legislated calamity days are exhausted with no additional remuneration.

In the event there are more than five (5) days and the additional days are waived, then the twelve (12) month employees will be paid additional compensation or be given comp time. In the event that school is delayed due to the same reasons established as a calamity day, day turn custodial/maintenance employees who have necessary duties to perform during this delay shall be compensated their regular rate for two (2) hours worked in which school is delayed, plus daily pay. All other employees of the bargaining unit shall have their start time delayed by the same amount of time as the school.

8.10

Flextime

Flextime is permitted for employees who can perform duties while school is not in session. Example – afternoon custodians and summer secretarial duties. This time may be suggested by the employee or the building Principal, but must be agreeable to both parties.

ARTICLE IX

Vacation

9.01

Twelve-month employees shall be entitled to vacation with pay. Service of not less than eleven (11) months, or 220 days in each fiscal year ending June 30, will be required.

9.02

Vacation-With-Pay Schedule for 12-Month Employees

- A. 0-4 years 10 days
- 5-9 years 11 days
- 10-15 years 15 days
- 16-19 years 17 days
- 20+ years 25 days

B. No more than ten (10) vacation days may be taken between June 1 and September 1. If an employee is using vacation days the first week of June, they may not take vacation days during the last week of May. Exceptions may be granted on an individual

9.03 General Vacation Policies

- A. Vacations must be taken by the week, unless approval has been given by the Superintendent of Schools for a day or two days at a time.
- B. An employee who may be hospitalized, becomes ill, or may have a death in the immediate family while on vacation, may request sick leave in place of vacation time.
- C. In case of a conflict in the vacation schedule, the employee with the greatest seniority will be given first choice.
- D. An employee who has earned vacation may use this prior to his/her resignation date.
- E. No employee may work through the day proceeding his/her retirement date, and be paid for vacation entitlement thereafter. Retiring employees only may exhaust up to fifteen (15) vacation days immediately preceding his/her retirement date; not subject to 9.02 B.
- F. All summer vacation dates must be approved by the immediate supervisor prior to June 1. Other vacation dates must be approved fourteen (14) days in advance. All custodial employees must have vacation dates approved by the Superintendent or designee.
- G. Unused vacation time cannot be carried forward to the next year as vacation leave. The employee shall notify the Treasurer if he/she wishes to be paid for **one (1) week** unused vacation days **throughout the contract year** or prior to June 1st if he/she wishes to be paid for unused vacation days. All unused will be transferred to the employees sick leave balance automatically should the Treasurer not receive prior notification prior to June 1st.

ARTICLE X

Paid Holidays

- 10.01 All nine, ten, and eleven-month employees shall receive the following paid holidays:

Labor Day	New Year's Day	Memorial Day
Thanksgiving Day	Martin Luther King Jr. Day	
Christmas Day	Presidents' Day	
- 10.02 All twelve-month employees shall receive the following paid holidays or compensatory time off:

Labor Day	Christmas Day	Good Friday
Columbus Day (comp)	New Year's Day	Memorial Day
Veterans' Day (comp)	Martin Luther King Jr. Day	Independence Day
Thanksgiving Day	Presidents' Day	
- 10.03 The Superintendent will work out a "Holiday Schedule" at the beginning of each school year for all custodians and the high school secretary.
- 10.04 Any employee who has an unexcused absence on the last day of work prior to a holiday or the first work day after the holiday will not be compensated for the holiday.
- 10.05 Any bargaining unit member required to work on a holiday shall be paid at the rate of **two (2) times** their regular hourly rate of pay for time worked plus holiday pay.

- 11.01 To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principal of seniority shall prevail.
- 11.02 System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.
Total years of continuous Wellsville service shall not be used for the basis of seniority.
Authorized leaves of absence shall not constitute an interruption of continuous service.
- Job Classification seniority shall be defined as length of employment by an employee in a particular job classification as computed from the employee's date of entry into such a job classification.
- 11.03 Substitute employees shall not accumulate seniority and are not considered as regular employees. Only regular employees will accumulate seniority.
- 11.04 There shall be a probationary period of six (6) months to allow the Board to determine the fitness and adaptability of any new employee. During such time, a new employee shall have no seniority rights, and his/her qualifications to do the work required, or his/her discharge or lay off for any reason shall not be subject to the grievance or arbitration procedure set forth in this agreement.
- Employees retained beyond the six (6) month period shall have their system seniority computed as of their day of hire, their job classification seniority as of their latest date of entry into the job classification.
- 11.05 Employees with system seniority who change job classifications shall not accumulate job classification seniority in their new classification during their first six (6) months of employment in such job classification, but shall continue to retain their seniority in their former job classification during this period. Upon completion of the six (6) months employment in the new job classification such employee shall acquire seniority in the new job classification dating from their most recent date of entry into such job classification.
- The employee's seniority in their former job classification, shall be frozen upon completion of the six (6) month probationary period in their new job classification. If within the six(6) month probationary period, the employee's work is deemed unsatisfactory by the employee's immediate supervisor, the employee shall be returned to his/her former position and former salary. During the same six (6) month period, the employee may, if he/she elects, return to their former job and salary.
- The immediate supervisor shall be required to complete two (2) evaluations of the employee during the six (6) month probationary period.
- 11.06 The Board of Education shall provide to each employee a seniority roster containing the employee's hire date and all job classification beginning and ending dates, which is updated yearly.

- 12.01 As regular vacancies and new positions occur within the bargaining unit they shall be posted in a conspicuous place in each building within ten (10) days from the date the position is declared open. All openings shall be posted for five (5) working days. Such notices will set forth the exact location, classification, job description, qualifications, number of work days, approximate times for Paraprofessional Aides and exact times for all other job classifications.
- 12.02 Positions becoming open during the summer shall be posted at all schools and notice of such postings shall be mailed to each nine (9), ten (10) and eleven (11) month employees within ten (10) days from the date the position is declared open.
- 12.03 Employees may apply for any vacancy or newly created position for which they are qualified. Any employee interested in a certain vacancy shall request in writing, their wishes no later than the final day of the posting.
- 12.04 The Board of Education shall make the appointment within ten (10) days from the last day of the posting based on the employee's seniority and qualifications.

WITHIN THE CLASSIFICATION: Should there be more than one (1) employee within the classification interested in the vacancy, the employee with the greatest job classification seniority shall be granted the vacancy.

TO A DIFFERENT CLASSIFICATION: Any vacancy not filled from within the classification shall be offered to employees from other job classifications, who meet the job qualifications established by the Board of Education by system seniority.

All vacancies within the school district shall be offered to the present qualified employees of the district and such employees shall be considered prior to the Board of Education opening the vacancy to the general public.

Qualifications shall be determined by the employee's experience, training, or an administered qualification test.

ARTICLE XIII
Reduction in Force

In the event it becomes necessary to reduce members of the bargaining unit staff, due to abolishment of position, lack of funds, lack of work, or building closures, the following procedure shall govern lay offs:

- 13.01 The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire or otherwise vacate a position.

- 13.02 The Board of Education will notify in writing the Association and the affected employee's ten (10) working days prior to the Board of Education instituting reductions in staff. This notice will contain a statement advising the employee of their bumping and recall rights.
- 13.03 Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to the present job classification. Authorized leaves of absence shall not constitute an interruption of continuous service. Employment date in the paragraph refers to the date of regular employment. In case of identical seniority the name appearing first on the Board of Education agenda for that hire date shall be considered the most senior employee.
- 13.04 When the Board of Education has determined the need for reductions, either system wide, within a classification, or department, new employees in an initial probationary status shall be laid off first.
- 13.05 Any employee affected by such a reduction, either directly or indirectly, shall be granted bumping rights within the job classification over employees with less classification seniority. Any employee bumped shall then have bumping rights within the classification until the person with the least job classification seniority being laid off. For the purpose of determining bumping rights, there shall be established six (6) classification series as follows:
- Series 1 - Custodial/Maintenance Employees
 - Series 2 - Cafeteria Workers
 - Series 3 - Secretaries
 - Series 4 - Paraprofessional Aides
 - Series 5 - Bus Drivers
 - Series 6 - Short Hour Employees
- 13.06 Employees who have worked previously in another job classification, and are subject to lay off may bump the least senior employee in their former job classification(s), providing the following conditions are met:
1. Employee must have satisfactory experience in the former job classification.
 2. The employee must have more years of experience in the former job classification than the least senior employee in their former job classification.
 3. The employee who bumps across job classifications can only bump another employee who has less or equal hours.
 4. The employee must be willing to accept the pay scale of his/her former job classification, unless bump is within the same classification series.

At the end of the bumping process, the employee who is bumped (displaced) and unable to bump (displace) another employee pursuant to the above provisions shall be laid off.

Bumping into a similar or lower rated classification shall in no way impede an employee's return to his/her former job classification if a position becomes available.

An employee may elect not to bump into another classification. This shall not be cause for the employer to challenge a claim for unemployment compensation or recall rights.

- 13.07 Employees who retrogress under the provision of this procedure to a lower pay range, within the same series, shall not be reduced in pay but shall retain their current rate of pay and remain frozen until such time as they return to their original or equivalent position, or until the salary of the new position surpasses that which the employee was earning prior to retrogression.
- 13.08 The names of employees reduced in pay range or laid off shall be kept on a recall list by job classification for a period two (2) years from the employees last workday, unless he/she waives his/her recall rights in writing, resigns, fails to accept recall to a position in his/her job classification, or fails to report to work within ten (10) working days after written notice of recall. The Board of Education shall not hire any new employees or promote any present employees to any job classification affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated. During any lay off period, promotions will be granted only when they will not interfere with the recall of any laid off employee. If reinstatement occurs from lay off during this period, such employee shall retain all previously accumulated seniority and all previous rights related to wages and fringe benefits, but shall not incur additional years of service while on the recall list.
- 13.09 Vacancies, which occur during the period of reduction in force, shall be offered to those employees working, through the posting and bid procedure. Vacancies, which remain following this procedure, shall be offered or declined in writing by the employee standing highest on the lay off list in that job classification before the next employee on the list is considered. The employee shall be notified by registered or certified mail addressed to the employees last known address. The employee shall have three (3) calendar days from the date of receipt in which to respond. It is the responsibility of the employee to notify the Superintendent of any change in address, phone number, etc. Any employee who declines reinstatement to their former job classification shall be removed from the appropriate reinstatement list.
- Any employee who was displaced to another job classification due to reduction in force who declines reinstatement to their former job classification shall be permanently retained in that position and remain at his/her frozen pay rate until such time as the salary for such position exceeds his/her frozen rate.
- 13.10 For the job classification, in which the lay off occurs, reinstatement shall be in the job classification at the time of lay off in order of job classification seniority. If a position is not filled by an employee in the job classification in which the lay off occurred, an employee from another job classification may apply and be considered for the position if the employee is qualified before any new employees are hired.

- 13.11 Laid off employees have the right to apply for any vacancy.
- 13.12 The Board of Education may employ persons who are on a recall list for temporary work or substitute work, without such employee giving rise to new recall rights or being considered a recall from lay off. An employee may reject an offer to temporary or substitute work without jeopardizing recall rights he/she otherwise has under this article. Temporary or substitute work may not result in the lay off or reduction in regular work hours of a regular bargaining unit employee. Such work shall be paid at the prevailing substitute rate, without other benefits of this contract for such work.

ARTICLE XIV

Sick leave

14.01 Sick leave shall be accumulated at the rate of one and one quarter (1 ¼) days per month or a maximum of fifteen (15) days per year for all nine, ten, and eleven-month employees. All twelve-month employees will accumulate sixteen and one quarter (16 ¼) days per year. The maximum number of sick days that can be accumulated will be:

2014-2015	310 days
2015-2016	320 days
2016-2017	330 days

- 14.02 Sick leave may be used for the following reasons upon approval of the appropriate administrative officer.
 1. Illness, injury or pregnancy related condition of the employee;
 2. Exposure of an employee to a contagious disease, which could be communicated to and jeopardize the health of other employees;
 3. Examination of the employee including medical, psychological, dental or optical examination by an appropriate practitioner;
 4. Death of a member of the employee’s immediate family; such usage shall be limited to no more than ten (10) days. In exceptional circumstances the Superintendent, at his/her sole discretion, may grant more than ten (10) days.
 5. Illness, injury (or pregnancy related condition) of a member of the employee’s immediate family where the employee’s presence is reasonably necessary for the health and welfare of the employee or affected family member;
 6. Examination, including medical, psychological, dental or optical examination, of a member of the employee’s immediate family where the employee’s presence is reasonably necessary.

For purposes due to illness or death, “immediate family” shall include: spouse, parents, children, grandparents, siblings, grandchildren, brother/sister/mother/father-in-law or a legal guardian or other person who stands in the place of a parent (in loco parentis) and step relatives.

Subject to approval and for good cause shown in each requested instance, “immediate family” for such purpose, may be extended and include other relatives.

- 14.03 Each beginning employee will be granted a minimum of five (5) days sick leave upon employment by the Board in accordance with 3319.141 O.R.C.
- All other employees, who do not have five (5) days accumulated at the beginning of the school year, will be advanced the necessary number of days so that all employees have five (5) days of sick leave at the beginning of each school year.
- 14.04 It shall be the responsibility of the Board of Education to keep accumulated sick leave records up to date with the days used and balance of accumulated days being shown on each employee's check stub. The one and one-quarter (1 ¼) days earned each month is added on the second pay of the month.
- 14.05 A bargaining unit member may transfer his/her unused sick leave from an accredited Ohio school or state agency to the Wellsville Local Schools.
- 14.06 Bargaining unit members shall be eligible for an Incentive for Attendance, based upon the number of sick, docked and personal days used during the year according to the following schedule:
- | | |
|---------------|-------------|
| 0 Days Absent | 5 Days' Pay |
| 1 Days Absent | 4 Days' Pay |
| 2 Days Absent | 3 Days' Pay |
| 3 Days Absent | 2 Days' Pay |
- This pay shall be based on the period of July 1 through June 30 and is paid the second pay in July.

ARTICLE XV

Leaves of Absence

- 15.01 Employees shall be granted leaves of absences for the following purposes: illness, maternity, disability, dependent care and/or military service.
- 15.02 Leaves of absence shall be authorized only by the Board of Education upon the recommendation of the Superintendent, and as provided by and within the provision of the Ohio Revised Code governing such leaves.
- 15.03 Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Board as termination of the employee.
- 15.04 Employees on authorized leaves of absences shall be considered as maintaining the characteristics of continuity of service provided such leaves do not total more than one (1) year. If an additional year is needed, a written request must be submitted to and approved by the Board.

- 15.05 Requests for leaves of absence shall be made in writing to the Superintendent at the employee's discretion.
- 15.06 In all cases of leaves of absence, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave. Upon expiration of the leave, such employee shall be assigned to his/her former position and hours. If the pay range has increased, the returning employee shall receive all such increases.
- 15.07 If the employee on leave of absence desires to continue hospitalization, dental, and life insurance in force during the leave, they will be responsible for payment of these. The employee will be responsible for getting the payment to the Treasurer by the 25th of each month.

ARTICLE XVI

Salary and Fringe Benefits

16.01

Duration

The effective date of this Agreement will be July 1, 2014 and will remain in force until June 30, 2017.

Salary Schedule	Year 1	2014-2015	3%
	Year 2	2015-2016	3%
	Year 3	2016-2017	3%

A **\$500.00** bonus will be paid to each employee in December of each year of this contract. Any employee working less than five (5) hours per day will receive **\$355.00**.

A **\$500.00** per employee one time signing bonus to be paid the first pay period in September 2014.

Longevity Schedule

	<u>2014-2015</u>		<u>2015-2016</u>
5-9 years	\$1100.00	5-9 years	\$1300.00
10-14 years	\$1600.00	10-14 years	\$1800.00
15-19 years	\$2100.00	15-19 years	\$2300.00
20-24 years	\$2600.00	20-24 years	\$2800.00
25-30 years	\$3100.00	25-30 years	\$3300.00
		<u>2016-2017</u>	
		5-9 years	\$1400.00
		10-14 years	\$1900.00
		15-19 years	\$2400.00
		20-24 years	\$2900.00
		25-30 years	\$3400.00

WELLSVILLE LOCAL SCHOOL DISTRICT
 CLASSIFIED EMPLOYEES' SALARY SCHEDULE
 Effective July 1, 2014 - 3% Increase

Pg. 20
 Revised June 2014

2014-2015

POSITION	NO. DAYS EMPLOYED	HOURS PER DAY	1st YEAR	2nd YEAR	3rd YEAR
BUS DRIVERS					
Regular Route	187	6.5	\$19,561.64	\$20,065.49	\$20,572.74
Extra Trip (Drive Time Reg. Driver)			16.09	16.50	16.93
Extra Trip (Down Time Reg. Driver)			12.63	12.63	12.63
Substitutes (As Needed)			8.60	8.60	8.60
CAFETERIA EMPLOYEES					
Head Cook	187	6.25	\$16,597.55	\$17,066.96	\$17,536.33
Asst. Cook (HS & GF)	187	6	15,721.95	16,191.36	16,657.45
Substitute (As Needed)			7.95	7.95	7.95
CUSTODIAL – MAINTANANCE					
Garfield Elementary	260	8	\$28,639.10	\$ 29,090.32	\$29,541.55
Daw Middle School	260	8	28,639.10	29,090.32	29,541.55
High School	260	8	28,639.10	29,090.32	29,541.55
Assistant Maintenance	260	8	30,113.72	31,017.13	31,947.04
Substitute (As Needed)			7.95	7.95	7.95
SECRETARIES					
High School	231	7.5	\$25,007.49	\$26,102.28	\$27,197.06
Middle School/Athletic Dept.	209	7.5	22,158.61	22,995.77	23,832.98
Elementary	209	6.75	19,933.71	20,689.41	21,444.98
Substitute (As Needed)			7.95	7.95	7.95
PARAPROFESSIONAL AIDES					
Regular	191	6	\$13,738.34	\$14,006.96	\$14,272.18
Substitute (As Needed)			7.95	7.95	7.95
SHORT HOUR EMPLOYEES					
Regular	187	5	\$ 8,220.10	\$ 8,462.80	\$ 8,726.59

LONGEVITY SCHEDULE

5- 9 Years	\$1,100.00
10-14 Years	1,600.00
15-19 Years	2,100.00
20-24 Years	2,600.00
25-30 Years	3,100.00

NOTE: A \$500.00 bonus will be paid to each employee in December of each year of this contract.

Any employee working less than five (5) hours per day will receive \$355.00.

NOTE: A \$500.00 one-time signing bonus to be paid the first pay in September.

WELLSVILLE LOCAL SCHOOL DISTRICT
 CLASSIFIED EMPLOYEES' SALARY SCHEDULE Revised June 2014
Effective July 1, 2015 - 3% Increase

2015-2016

POSITION	NO. DAYS EMPLOYED	HOURS PER DAY	1st YEAR	2nd YEAR	3rd YEAR
BUS DRIVERS					
Regular Route	187	6.5	\$20,148.49	\$20,667.45	\$21,189.92
Extra Trip (Drive Time Reg. Driver)			16.57	17.00	17.44
Extra Trip (Down Time Reg. Driver)			13.01	13.01	13.01
Substitute (As Needed)			8.60	8.60	8.60
CAFETERIA EMPLOYEES					
Head Cook	187	6.25	\$17,095.48	\$17,578.97	\$18,062.42
Asst. Cook (HS & GF)	187	6	16,193.61	16,677.10	17,157.17
Substitute (As Needed)			7.95	7.95	7.95
CUSTODIAL – MAINTANANCE					
Garfield Elementary	260	8	\$29,498.27	\$ 29,963.03	\$30,427.80
Daw Middle School	260	8	29,498.27	29,963.03	30,427.80
High School	260	8	29,498.27	29,963.03	30,427.80
Assistant Maintenance	260	8	31,017.13	31,947.64	32,905.45
Substitute (As Needed)			7.95	7.95	7.95
SECRETARIES					
High School	231	7.5	\$25,757.71	\$26,885.35	\$28,012.97
Middle School/Athletic Dept.	209	7.5	22,823.37	23,685.64	24,547.97
Elementary	209	6.75	20,531.72	21,310.09	22,088.98
Substitute (As Needed)			7.95	7.95	7.95
PARAPROFESSIONAL AIDES					
Regular	191	6	\$14,150.49	\$14,427.17	\$14,700.35
Substitute (As Needed)			7.95	7.95	7.95
SHORT HOUR EMPLOYEES					
Regular	187	5	\$ 8,466.70	\$ 8,716.68	\$ 8,988.39

LONGEVITY SCHEDULE

5- 9 Years	\$1,300.00
10-14 Years	1,800.00
15-19 Years	2,300.00
20-24 Years	2,800.00
25-30 Years	3,300.00

NOTE: A \$500.00 bonus will be paid to each employee in December of each year of this contract.
 Any employee working less than five (5) hours per day will receive \$355.00.

WELLSVILLE LOCAL SCHOOL DISTRICT
 CLASSIFIED EMPLOYEES' SALARY SCHEDULE
 Effective July 1, 2016 - 3% Increase

2016-2017

POSITION	NO. DAYS EMPLOYED	HOURS PER DAY	1st YEAR	2nd YEAR	3rd YEAR
BUS DRIVERS					
Regular Route	187	6.5	\$20,752.94	\$21,287.47	\$21,825.62
Extra Trip (Drive Time Reg. Driver)			17.07	17.51	17.96
Extra Trip (Down Time Reg. Driver)			13.40	13.40	13.40
Substitute (As Needed)			8.60	8.60	8.60
CAFETERIA EMPLOYEES					
Head Cook	187	6.25	\$17,608.34	\$18,106.34	\$18,604.29
Asst. Cook (HS & GF)	187	6	16,679.42	17,177.41	17,671.88
Substitute (As Needed)			7.95	7.95	7.95
CUSTODIAL -- MAINTANANCE					
Garfield Elementary	260	8	\$30,383.22	\$ 30,861.92	\$31,340.63
Daw Middle School	260	8	30,383.22	30,861.92	31,340.63
High School	260	8	30,383.22	30,861.92	31,340.93
Assistant Maintenance	260	8	31,947.64	32,906.07	33,892.61
Substitute (As Needed)			7.95	7.95	7.95
SECRETARIES					
High School	231	7.5	\$26,530.44	\$27,691.91	\$28,853.36
Middle School/Athletic Dept.	209	7.5	23,508.07	24,396.21	25,284.41
Elementary	209	6.75	21,147.67	21,949.39	22,751.65
Substitute (As Needed)			7.95	7.95	7.95
PARAPROFESSIONAL AIDES					
Regular	191	6	\$14,575.00	\$14,859.99	\$15,141.36
Substitute (As Needed)			7.95	7.95	7.95
SHORT HOUR EMPLOYEES					
Regular	187	5	\$ 8,720.70	\$ 8,978.18	\$ 9,258.04

LONGEVITY SCHEDULE

5-9 Years	\$1,400.00
10-14 Years	1,900.00
15-19 Years	2,400.00
20-24 Years	2,900.00
25-30 Years	3,400.00

NOTE: A \$500.00 bonus will be paid to each employee in December of each year of this contract.
 Any employee working less than five (5) hours per day will receive \$355.00.

Beginning **July 1, 2014**, the Insurance Plan will be with the Portage Area Schools Consortium with the \$150.00 Deductible Plan and the Rx Plan C.

Bargaining unit members on a single plan will pay \$19.56 per month.

Bargaining unit members on a family plan will pay \$44.80 per month.

Bargaining unit members hired on or before 7-1-1993 on a single plan will pay \$9.78 per month.

Bargaining unit members hired on or before 7-1-1993 on a family plan will pay \$22.40 per month.

All members of the bargaining unit on a single plan will receive a Flex Spending Account with a value of **\$400.00** annually.

All members of the bargaining unit on a family plan will receive a Flex Spending Account with a value of **\$800.00** annually.

The Board of Education will keep the same or better PPO coverage as that in effect on **July 1, 2014**.

The Board and the Association agree that if the State of Ohio legislates and makes available state-wide insurance plan(s) during the term of this Agreement, they will meet to negotiate this Article of the contract.

If a bargaining unit member is married to a person who is employed by the District, they are eligible for one family insurance plan or two single insurance plans.

Non-Participation in School Insurance

Members of the bargaining unit who can obtain insurance coverage through a family member employed outside the district or through a spouse employed outside the district may elect not to be covered through the district's insurance plans.

Bargaining unit members who presently enrolled (as of 10-1-07) in the district's hospitalization plan and who elect not to be covered by the district's health care plan will be reimbursed.

Reimbursement shall be as follows:

1. If the bargaining unit member presently has family coverage and elects not to be covered by the school plan, the employee will be reimbursed at the rate of \$2500.00 for each year off the rolls, or at the rate of \$208.00 per month for any portion less than a year.
2. If the bargaining unit member presently has family coverage and elects the single coverage, then the employee will be reimbursed at the rate of \$1200.00 for each full year off the rolls or at the rate of \$100.00 per month for any portion less than a year.
3. If the bargaining unit member presently has single coverage and elects not to be covered at all, then the employee will be reimbursed at the rate of \$1000.00 for each full year off the rolls, or at a rate of \$ 84.00 per month for any portion less than a year.

4. Bargaining unit members who presently are not enrolled (as of 10-1-07) in the district's hospitalization plan and continue to not be enrolled in said health plan shall be reimbursed at a rate of \$1500.00 for each year off the rolls; or at a rate of \$125.00 per month for any portion less than a year.
5. A bargaining unit member who was previously covered under a family plan and as of 10-1-07 was receiving a reimbursement for electing single coverage shall be reimbursed at a rate of \$720.00 for each full year off the rolls or at a rate of \$60.00 per month for any portion less than a year.

Bargaining unit members qualifying for reimbursement as described above shall receive the reimbursement in December of each year.

If a bargaining unit member elected to participate in the reimbursement plan and later loses insurance coverage through a family member or spouse due to death, divorce, or job loss, the member will be immediately eligible to apply for enrollment in the district's hospitalization plan. The Board Treasurer shall add the bargaining unit member to the insurance roles the first of the following month after receiving notification. Enrollment in the plan will be contingent upon acceptance by the insurance carrier.

Notwithstanding the above provisions, a bargaining unit member who has elected not to participate in the district's insurance plan may elect to participate in said plans during the annual open enrollment period.

16.03 Dental

The Board will pay 100 percent of the premium for all members of the bargaining unit.

16.04 Life Insurance

The Board will pay 100 percent of the premiums for all members of the bargaining unit. The amount of the insurance shall be \$45,000.00

16.05 Insurance Committee

1. The Wellsville Local School District and the OAPSE Local #707 shall form an Insurance Committee, along with any other bargaining units in the District. The Committee shall be composed of three members of each group represented on the Committee, as selected by the group represented. The initial term for two (2) members from each group shall be three (3) years. The initial term for one (1) member from each group shall be two (2) years. Thereafter, the term for each member on the committee shall be three (3) years. If a seat on the Committee becomes vacant, the party represented by the seat shall have sole authority in filling said vacancy.
2. The Committee shall select its chair by majority vote on the Committee. Should the chair resign or become ineligible to serve as Chair, the Committee shall select a new Chair by a majority vote, after all vacancies on the Committee have been filled pursuant to Section 1 above.

3. The mission of the Insurance Committee shall be to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits. The goals of these efforts are the improvement of the employee health status and better management of health insurance costs.
4. The Insurance Committee shall regularly communicate with all covered
5. During the life of this Agreement, the Insurance Committee shall be responsible for evaluating existing insurance coverage and developing recommendations for any changes or improvements to the existing insurance plans to each of the parties' respective bargaining teams for their consideration and the development of proposals. The Committee shall also provide recommendations to the parties regarding member education and communication and ancillary employer actions(e.g. wellness initiatives, process changes, etc.) The Insurance Committee, as a joint labor-management Committee shall have the authority to make recommendations regarding the retention and/or dismissal of an insurance broker/consultant on the basis of their qualifications and/or performance as determined by the Committee. All decisions of the Committee shall be made by consensus.
6. The Insurance Committee shall meet quarterly, but may meet more frequently if a majority of its members deem it necessary. Minutes shall be kept at such meetings, and shall be made available to all affected employees and the administration.
7. The Board agrees to pay the cost of any educational training or continuing education for the Insurance Committee that is deemed necessary by the Committee. Further, the Board shall provide release time to all Insurance Committee members to attend such training.

16.06

Mileage

Employees required to use their personal vehicle for school business shall be reimbursed at the **current IRS rate**.

16.07

Association Dues/Service Fees

All employees in the bargaining unit covered by the contract who are members of the Union on the date the contract is signed, and all other employees in such bargaining unit who become members of the Union at any time in the future, shall for the term of the contract, continue to be members of the Union, and the Board of Education shall not honor dues deduction (check off) revocations from such employee.

All employees hired after the effective date of this agreement, which fail voluntarily to acquire and maintain membership in the Association, shall be required as a condition of employment to pay the Association a fair share fee, which shall not exceed the dues paid by the members of the Association who are in the bargaining unit covered by this agreement.

The Association certifies to the Board of Education that an internal rebate procedure shall be established in accordance with Section 4117.09C of the Revised Code, and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of all fair share fee payers. The Association warrants, that its rebate procedures

will satisfy case law, federal, state and local statutes, and meet constitutional requirements.

The Treasurer of the Board of Education shall deduct from the employee's pay all dues deductions and fair share fees. The Association shall forward to the Treasurer's office by September 15 of each year the amount to be deducted for that year. Deductions shall be made in twenty-six (26) equal installments beginning July 1, 2006.

The Treasurer of the Board of Education shall forward to the OAPSE state treasurer the amount of state and local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the the local treasurer. This shall be done within ten (10) days following each deduction.

The Association shall defend and indemnify the Board of Education, and hold them harmless against any and all claims, demands, suits, or other forms of liability including legal fees and expenses, that may arise out of or by reason of the action taken by the Wellsville Local School District Board of Education for the purpose of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.

16.08 Tax Sheltered Annuities

All employees who wish to participate in a tax sheltered annuity plan, approved by the Board, shall have these deductions made from their salaries by the Board, upon request.

16.09 Credit Union

Payroll deductions for the Credit Union shall be provided by the Board for all employees who are eligible and who request such deductions.

16.10 Pay Period

All members of the bargaining unit shall be paid bi-weekly. All members of the bargaining unit will receive pay via direct deposit.

16.11 Training

Any bargaining unit employee that is required to have special training to perform their duties shall be provided such training prior to assuming such duty.

ARTICLE XVII
General Provisions

17.01 School Calendar

The Superintendent shall prepare two or three school calendars, with these being submitted to a vote of all school personnel, and the one receiving the largest number of votes will be recommended to the Board for their approval.

Amended calendars will also be submitted to a vote of all school employees, with the one receiving the largest number of votes being submitted to the Board for their approval.

17.02

Custodians

A. A custodian must be present when an outside organization is using a facility or any event open to the public. All time which is in excess of eight (8) hours per day and forty (40) hours per week will be paid at the rate of time and one-half.

Overtime shall be first offered to the regular building custodian. If he/she declines said overtime, it shall then be offered to the next most senior custodian that wishes to work.

B. The Board of Education will provide substitutes to replace absent employees. If no substitute is provided, overtime shall be offered first to the most senior regular building custodian within the job classification. If he/she declines said overtime, it shall be offered to the next most senior custodian within the job classification and continues until the entire custodial list is exhausted, or a custodian wishes to work.

In the event of a daylight custodial opening, the afternoon custodians in that building shall be offered the daylight opening based on job classification seniority. If the afternoon custodians in that building do not wish to fill this opening then the remaining afternoon custodians shall be offered this opening based on job classification seniority before a substitute is asked to fill this position.

C. Each employee will requisitions all necessary supplies and equipment for the following calendar year under the guidance of their immediate supervisors. Purchases will be made, as approved by the Board of Education.

17.03

Cafeteria Cooks

A. A cook or administrator after all full-time kitchen employees are given the opportunity to work must be present when an outside organization is using the kitchen equipment. The overtime will be paid in accordance with the overtime section of this agreement.

B. The Board of Education will provide substitutes to replace absent employees.

C. The cafeteria employee who serves as the head cook for more than five (5) consecutive days will be paid at the head cook's daily rate beginning on the sixth (6th) day based on the replacement's years of service.

17.04

Secretaries

A. The Board of Education will provide substitutes to replace absent employees.

B. Overtime, as approved by the immediate supervisor, will be paid in accordance with the overtime section of this agreement.

17.05

Paraprofessional Aides

A. The Board of Education will provide substitutes to replace absent employees.

B. Paraprofessional Aides will supervise in the cafeteria while their students are working in the cafeteria.

C. There shall be two (2) Paraprofessional Aides present when changing diapers or attending to the personal needs of a student.

- D. Once a child reaches a physically challenging weight for the Paraprofessional Aides, The Board of Education agrees to look for specialized equipment for lifting.
- E. The Paraprofessional Aides day shall coincide with the Teacher's day. If two (2) or more Paraprofessional Aides are in a building, their day may be staggered, by no more than thirty (30) minutes from the entrance bell to meet the needs of the students (such as at the High School so that six and one half (6 ½) hour workday can cover the High School's seven (7) hour school day). The Superintendent will work with the building Principal and employee to satisfy the needs of his/her building at the start of each school year for the Paraprofessional Aides work hours.

17.06 Worker's Compensation

- A. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred as a result of or arising out of their employment.
- B. Any employee may select to use his/her accumulated sick leave in conjunction with medical benefits under Workers' Compensation, but cannot receive both sick leave and wage reimbursement under Workers' Compensation.
- C. Application forms shall be obtained from the office of the Treasurer. All claims must be made on these forms.
- D. The employee is responsible for the reporting of the accident to the Treasurer. Date, time and the nature of the accident shall be given at this time.
- E. The Treasurer will carry out all responsibilities, which are part of the duties of the office in order that the forms may be filed immediately.

17.07 Physical Injury

- A. An employee who is absent due to a physical injury received during regular working hours will be paid their daily rate of pay up to a maximum of fifty(50) days.
- B. During the fifty (50) day period, any fringe benefits not covered by workers' compensation will be provided for the employee on such leave.

17.08 Physical Examinations

The Board agrees that if any employee is required to have a physical examination, drug testing or alcohol testing, the Board of Education will pay the full cost of such examination, plus compensate the employee two (2) hours at his/her regular hourly rate of pay if such examination is at a time other than normal working hours.

17.09 Job Descriptions

All bargaining unit employees shall receive a copy of the job description for their position. The job description shall be descriptive of the work to be done. In the development of these descriptions, there shall be input by the employee, Association and Administration.

18.01 Buses

When buses are used, a regular licensed bus driver must be used.

18.02 Extra-Curricular and Field Trips

The extra-curricular/field trips are not a part of the driver's contract and will not be considered as such.

1. Extra-curricular/field trips shall be assigned on a seniority rotation basis at least two (2) days in advance. The seniority list shall be established each year at the beginning of the school year. Seniority rotation shall be followed at all times.
2. The Transportation **Coordinator** will provide each driver with a list of all known trips in advance, indicating with each trip, the date, destination and time of such trips. The Transportation **Coordinator** will replace the list on or before the expiration of said list whenever he/she has the necessary list.
3. When an unexpected trip is added (not on the original listing), all trips assigned shall be recalled and redistributed on the basis of the seniority list. If a driver refuses a trip, the trip will be assigned to the next senior driver and does not change the established order of rotation.
4. No trips shall be traded between the drivers or assigned in any other manner.
5. Regular runs take priority over school hour extra curricular trips.
6. If there is more than one (1) trip on the same day, the driver at the top of the rotation list that day will have first choice of trips.
7. The regular runs will have priority over extra-curricular/field trips. However, when the Transportation **Coordinator** can arrange for a regular driver to take a trip during the day that is in excess of **five (5)** hours, he will do so. The driver will be paid for all hours associated with the extra-curricular trip, with the exception of **five (5)** hours. **Five (5)** hours will be deducted from the total hours driven. If the driver is absent only from the **morning or** afternoon run, **two and one half (2 ½)** hours will be deducted from the total driving time.
8. If a trip is cancelled, the driver assigned will take the trip when rescheduled. If a trip is not rescheduled; the driver will be assigned **the next** trip of a similar nature. **If a driver refuses this trip, the trip will be assigned to the next senior driver and does not change the established order of rotation.** If the trip is rescheduled on the same day as another trip, which has been assigned to that particular driver, the driver will have a choice of trips.
9. The Transportation **Coordinator** will keep a record of the rotation list and the extra-curricular/field trip.

- 18.03 Payment of Extra-Curricular/Field Trips
Extra-curricular/field trips will be paid at the rate specified in the salary schedule.
- 18.04 Overtime for Bus Drivers (Extra-Curricular/Field Trips)
Bus drivers will be paid the regular trip rate per hour for all hours they have worked beyond their regular run time until they have worked forty (40) hours and then the rate will go to time and one-half.(1 ½).
- 18.05** Minimum Hours for Extra-Curricular
Drivers will be paid for the actual hours worked during the extra-curricular/field trips, with a minimum of **two (2)** hours pay per trip, which includes **one half (1/2)** hour for clean up. If a trip is cancelled and the bus driver does not receive a two (2) hour notice, they shall receive the **two (2)** hours minimum.
- 18.06 Assigned Hours for Regular Day
Each driver now drives five (5) hours per day and receives one and one-half additional hours for cleaning, fueling, and maintenance.
- 18.07 Preparation of Bus
The Board will add \$60.00 to the salary notice of each driver for the cleaning and waxing of the bus for the opening of the school year. Each bus must pass the inspection of the Transportation Supervisor.
- 18.08 Necessary Supplies
The Board will provide the drivers will the necessary supplies needed to care for the bus, such as brooms, towels, soap, wax and window cleaner prior to the beginning of the school year, as requested by the Transportation Supervisor.
- 18.09 Driver Abstracts and Physical
The Board will pay the cost of the Driver's abstract and physical examination.
- 18.10 Reporting Off
When reporting off work, bus drivers shall contact only the bus supervisor for replacement and file an S-47 upon return to work.

ARTICLE XIX
Personal Leave

- 19.01 A maximum of three (3) days' personal leave per year will be granted without loss of pay for urgent obligations or emergencies, to all nine (9), ten (10) and eleven (11) month employees of the Wellsville Local School District when requested. All twelve(12) month employees will be granted four (4) days per year.

Personal leave days are to be used to conduct personal business, which cannot be performed except during the bargaining unit member's regular working hours.

Unused personal days will be transferred to the employee's sick leave balance automatically at the end of each year.

However, the following limitations must apply:

- A. Personal leave is not cumulative.
- B. Shall not be granted the day before or the day after a holiday. The Superintendent may grant on an individual basis.
- C. Shall not be used to extend a vacation or sick leave. The Superintendent may grant on an individual basis.
- D. Two days' notice must be given to the Superintendent when possible.
- E. Approval must be granted by the Superintendent of Schools.
- F. Shall not be used in less than ½ day increments.

ARTICLE XX

Severance Payment

20.01 Employees will, at the time of their retirement from the Wellsville Local School District and acceptance for receipt of retirement benefits by the School Employees Retirement System, to be paid in cash one-fourth (1/4) of the value of their accrued but unused sick leave credit, with the maximum payment being limited to:

74 days	2014-2015
75 days	2015-2016
76 days	2016-2017

Payment for severance pay will be made upon receipt by the Board of Education of satisfactory evidence that the employee has been accepted for retirement benefits by the School Employees Retirement System and is retiring.

Payment for sick leave as severance pay will eliminate all sick leave credit accrued by the employee at that time. Such payment will be paid in one lump sum and made only once to any employee.

Payment will be based on the daily rate of pay at the time of retirement, determined by dividing the contractual salary by the number of contracted days.

In order to receive severance pay in excess of the thirty (30) days permitted by the Ohio Revised Code, an employee must have five (5) years of service with the Wellsville Local School District.

20.02 A retirement bonus of one thousand dollars (\$1,000.00) will be paid to any employee who is retiring from the Wellsville Local School District.

20.03 In the event of the death of an employee whom has been accepted to receive retirement benefits by the School Employees Retirement System, his/her estate shall receive the severance pay as provided under Article 20.01.

- 21.01 The Association shall have the following:
- A. The right to use the internal system of the school mail.
 - B. To have a place on the Board meeting agenda to assure the right to address the Board of Education, plus two (2) copies of the Board Treasurer's report.
 - C. The president of the Association will be provided with a copy of the Agenda prior to a regular or special Board meeting.
 - D. The right to payroll deductions for dues.
 - E. Meetings which are called by the Administration during hours which are not part of the employee's work day, will be limited to thirty (30) minutes, unless the time is mutually extended.
 - F. The Chapter President shall be given a copy of the Board meeting minutes after preparation and request.

21.02 Conference Committee

The Board and the Association agree to establish a conference committee consisting of school district employees and representatives of the Board. Its main function will be to confer on all matters of mutual concern and to confer over potential problems in a team effort to provide the best possible educational system for students. The representatives will be no more than five (5) from each party, and these members will be school district employees and Board members.

Notes will be taken during a meeting when both parties agree that it is necessary.

21.03 Annual Conventions

State Association Meeting – The Association may send two (2) delegates to the annual convention. The Board will authorize a maximum of six (6) days for attendance at the convention. The delegates will receive pay for the time the convention is officially in session.

21.04 Management Rights

The Board has the responsibility to exercise its exclusive authority to manage and direct all the operations and activities of the school district to the extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this contract and Ohio statutes.

ARTICLE XXII
SERS Salary Reduction Retirement Pick-Up

- 22.01 The Board of Education will continue a "paper pick up" of retirement contributions for members of the bargaining unit. Such employee contributions, however, will continue to be made by the bargaining unit members. Should subsequent court or governmental rulings disallow such a "paper pick-up" this section will be null and void.

Employees are individually responsible for reviewing the relationship between this Agreement and other tax deferred arrangements.

ARTICLE XXIII
Bargaining Unit Work

No supervisory or managerial employees, substitutes, temporary or casual employees, or other employees of the Board of Education, outside the bargaining unit, may be used to eliminate an employee's job or to reduce the regular work hours of an employee.

ARTICLE XXIV
Volunteers

Volunteers shall not be used to perform regular bargaining unit duties.

ARTICLE XXV
Student Workers

No student may be used to eliminate an employee's job or to reduce the regular work hours of an employee. A student may be utilized within the educational process to earn credit toward graduation, but shall receive no monetary compensation.

ARTICLE XXVI
Summer Employees

Bargaining unit employees shall be offered seasonal work, when available, when school is not in session at their current hourly rate of pay before other individuals are contacted. Every reasonable attempt will be made to call out employees based upon job classification seniority.

ARTICLE XXVII
Short Hour Employees

- 27.01 All short-hour employees hired after December 1, 2000 will be required to have in excess of twenty-five (25) contract hours to be eligible to receive hospitalization and dental insurance.
- 27.02 All short-hour employees hired prior to December 1, 2000 and who currently have the hospitalization and dental coverage will be grandfathered.
- 27.03 The Board of Education agrees to pay the cost of life insurance for all short-hour employees.
- 27.04 The Board of Education agrees to allow short-hour employees to hold more than one (1) short hour position but the total number of hours of all positions cannot exceed eight(8) hours per day or count toward the twenty-five (25) contract hours for hospitalization and dental insurance coverage.
- 27.05 The Board of Education agrees not to reduce the number of hours of the current positions (positions in place as of December 1, 2000).
- 27.06 Short-hour employees shall be granted sick, personal and holiday leaves as it relates to the bargaining unit Agreement.

28.01 Contract Printing

Within thirty (30) days of securing the final signature(s) to this Agreement, the Board shall print and provide sufficient copies for Board use and provide a copy to every member of the bargaining unit. An additional ten (10) copies will be provided to the Chapter President for use by the Association. Any costs associated with the printing and/or distribution of the Agreement will be paid by the Board.

28.02 General Agreement Clause

This Agreement contained herein represents the entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether oral or written, unless expressly stated to the contrary.

ARTICLE XXVIX

PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY (P.E.O.P.L.E.)

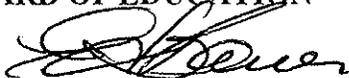
The employee agrees to deduct from the wages of any employee who is a member of the bargaining unit a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as providing five (5) bargaining unit members submit a written authorization. Such authorization must be executed by the employee and 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.

AGREEMENT

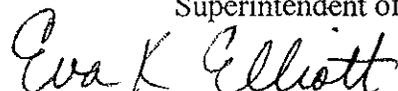
This AGREEMENT made and entered into this 28th day of August 2014.
By and between the Wellsville Local School District Board of Education, hereinafter called the "Employer", and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES and its Chapter 707, hereinafter called the "Union", for and on behalf of the employees in the bargaining unit set forth in Article II of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first written.

BOARD OF EDUCATION

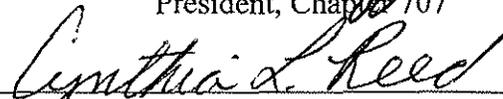
By 
President

By 
Superintendent of Schools

By 
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

By 
President, Chapter 707

By 

By 

By 

By 

By _____

APPENDIX

FORMS

S-47
Rev. 4/01

VACATION

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO

ABSENCES FOR ALL REASONS

NAME				MONTH/YEAR			
DATE	A.M.	P.M.	ALL DAY	SICK	VAC.	PERS.	REASON
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Supervisor's Signature

Signature _____

Building _____

SICK

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO

S-47
Rev. 4/01

ABSENCES FOR ALL REASONS

NAME				MONTH/YEAR			
DATE	A.M.	P.M.	ALL DAY	SICK	VAC.	PERS.	REASON
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Signature _____

Building _____

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO
REQUEST FOR PERSONAL LEAVE

CLASSIFIED

EMPLOYEE NAME _____ BUILDING/ASSIGNMENT _____

DATE(S) OF LEAVE _____

- Employees are eligible for (3) days of personal leave per year.
 12-month employees are eligible for (4) days of personal leave per year.
 Days are unrestricted, however the following limitations must apply:
- A. Personal days are not cumulative.
 - B. Shall not be granted the day before or the day after a holiday.
 - C. Shall not be used to extend a vacation or sick leave.
 - D. Two days' notice must be given to the Superintendent when possible.
 - E. Approval must be granted by the Superintendent of Schools.
 - F. Shall not be used in less than ½ day increments.

Signature of Employee

12-month employees only

Supervisor's Signature

Approved by _____
Superintendent

Date _____

Denied by _____
Superintendent

Date _____

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO 43968

GRIEVANCE PROCEDURE FORM

Name of Grievant _____ Date of Filing _____

Home Address _____ Telephone No. _____

School _____ Position _____

Name of Principal _____

Date(s) of Alleged Violation(s) _____

I. State concisely the specific section of the agreement that you feel has been violated, misinterpreted, or misapplied.

II. Describe concisely the incident(s) which you feel constitutes your grievance, including the relationship of this incident to the provision of this agreement.

III. Action Requested

Grievance prepared by _____ Date _____
(signature)

Grievance received by _____ Date _____
Principal/Superintendent

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into between the Wellsville Local School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees (hereinafter "OAPSE") regarding the Financial Package reached during contract negotiations.

WHEREAS, the Board and OAPSE are parties to a Master Agreement with effective dates of July 1, 2011 through June 30, 2014; and

WHEREAS, the Board and OAPSE are currently negotiating a successor agreement to the Master Agreement; and

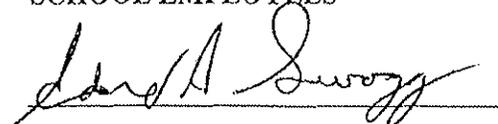
WHEREAS, the Board and OAPSE have reached agreement regarding a Financial Package that they would like to implement.

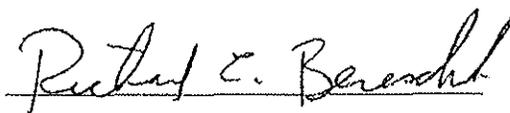
NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and OAPSE agree to the following terms:

1. The Board and OAPSE hereby agree to the terms of the Financial Package contained in the attached Exhibit A.
2. The Board and OAPSE will continue to bargain over other outstanding issues, but agree to implement the Financial Package.
3. This constitutes the entire agreement between the Board and OAPSE regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both parties.
4. OAPSE and the Board have reviewed this MOU with their representatives, understand its terms and conditions, are voluntarily executing this MOU, and each signatory to this MOU represents that he or she has the authority to enter into this MOU on behalf of his or her party.

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES

WELLSVILLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION





Date: 5-30, 2014

Date: 5-30, 2014