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STATE EMPLOYMENT  
RELATIONS BOARD

2016 JUL 13 P 3:34

**CONTRACT BETWEEN**

**THE WASHINGTON-NILE LOCAL  
BOARD OF EDUCATION**

**AND**

**THE GENERAL TRUCK DRIVERS  
AND HELPERS LOCAL UNION NO. 92**

**July 1, 2016 to June 30, 2019**

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**ARTICLE 1 - RECOGNITION**

A. The Washington-Nile Local Board of Education (“Board”) recognizes the General Truck Drivers and Helpers Local Union No. 92, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (“Union”), as the sole and exclusive bargaining representative for the following full-time and short-hour\* non-supervisory, classified personnel hired under regular contract in the district:

- Cafeteria Workers
- Teacher Aides
- Custodians
- Utility Helper
- Bus Drivers
- Mechanics
- Maintenance
- Boiler Operators (who shall be placed on the custodial salary schedule)

\* Short-hour employees are regular contract employees who work twenty-five (25) or more hours per week.

Excluded from the bargaining unit are the following classifications:

- Secretaries
- Head Cafeteria Workers
- Custodial Supervisor
- Transportation Supervisor
- Food Service Supervisor
- Head Mechanic

Substitutes, part-time employees (individuals who work twenty (20) or less hours per week), administrative and central office personnel, and supervisory staff are excluded from the bargaining unit.

Supervisory staff shall be defined as those non-certified personnel who hire, fire, discipline, direct, evaluate and/or participate in or recommend such action.

B. The Board will not recognize any other Union as the representative for any employees within the bargaining unit referenced above except as provided for in ORC 4117.07(C)(6).

- C. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term “employee” or “employees” where used herein refers to all employees in the bargaining unit.
- D. It is agreed by both parties that all employees have the right to join or not to join any local, state or national labor union.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURES**

### **A. NOTIFICATION**

- 1. If either of the parties desire to commence bargaining on salaries, hours and or/terms and conditions of employment, it shall notify the other party in writing at least sixty (60) but no more than ninety (90) calendar days prior to the expiration of the current contract. Notification in writing from the Union shall be served on the Superintendent; and from the Board shall be served on the President of the Union.

### **B. NEGOTIATION MEETINGS**

- 1. Within fifteen (15) days of written notification of intent to bargain, an initial meeting shall be held between the parties. All proposals shall be submitted in writing by the Union and the Board at the first meeting. After the first meeting, no new proposals shall be submitted by either Party unless by mutual agreement.
- 2. Original proposals shall be written and in language suitable for inclusion in the final agreement. These initial negotiations proposals shall clearly note what current contract language has been modified or deleted and what new language has been added. Initial negotiations proposals shall enumerate Articles the same way as in the current contract; shall leave an Article out of the proposal package if there are no changes, additions, or deletions to it; shall place all new Articles at the end of the proposal package; and shall preserve the enumeration of provisions/sections within an Article as much as feasible. Topical listings of

items proposed for negotiations (i.e., “laundry lists”) shall constitute a clear failure of compliance and may be disregarded.

3. Meetings shall be scheduled with the least interruption of work schedules. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties. Other rules for conducting negotiations which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.
4. During negotiations, counter proposals shall be written.

#### C. NEGOTIATIONS TIME LIMITS

1. Either party may call for a caucus of up to thirty (30) minutes.
2. Bargaining sessions shall last a maximum of three (3) hours.
3. Items under negotiation must be fully discussed and resolved to the mutual satisfaction of both parties. If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.
4. Any time limits established under this Article may be modified by mutual agreement of both parties.
5. Days shall mean calendar days unless specified otherwise.

#### D. REPRESENTATION

1. Each team shall limit its representation to no less than three (3) but no more than five (5) members. Each team shall designate one chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at. Once an Article has been tentatively agreed to, it shall be initialed by the Chief Spokesperson of both teams and removed from further bargaining, including mediation.

2. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations.

#### E. INFORMATION

1. The parties agree during negotiations to provide each other upon written request and within a reasonable time, regularly and routinely prepared public information for the development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. All information shall be provided at no cost to the requesting party.
2. Requests for financial documents must be submitted to the Treasurer at least three (3) days prior to the end of the month.

#### F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. During any phase of negotiations, including mediation, there will be no public releases of information to the media unless agreed upon by both parties. In such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination.
2. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

#### G. AGREEMENT

1. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the union for ratification. Following

ratification by the union, the contract shall be submitted to the Board. Upon official adoption by the Board, the contract shall be signed by both parties. The two chief negotiators shall then meet to make non-substantive organizational changes to the contract prior to its final typing and printing. Only agreed-upon changes will be implemented; if the chief negotiators disagree, the Article/provision enumeration or location in the contract will remain the same and new articles will be placed at the end of the contract just prior to the "Duration of Contract" provision. It shall be the responsibility of the Board to type the final contract. It shall be the responsibility of the Union to print and distribute copies of the contract to the members as well as a copy to the Superintendent and a copy to the Treasurer.

2. All present language, unless deleted or modified, will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

#### H. DISAGREEMENT

1. In the event an agreement is not reached through negotiations after sixty (60) days of bargaining and after full consideration of all proposals and counter proposals, either of the parties shall have the option of declaring impasse.
2. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
3. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreement(s).
4. In the event there are costs and expenses for such service (FMCS), the cost shall be shared equally by the Board and the Union.
5. In the event mediation does not produce an agreement, the Union shall have the right to strike under ORC 4117 (as conditioned and restricted therein), and the Board shall have the right to unilaterally implement its final offer and communicate such to the employees.

## ARTICLE 3 - GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. A Grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the written term(s) of the contract between the Union and the Board. All written grievances shall specify the act or condition upon which the grievance is based, the names and addresses of the Parties, the contractual clause(s) alleged to have been misinterpreted, violated, and/or misapplied and the remedy sought. A grievance should contain a citation to the contract clause violated and a specific explanation as to how the clause was violated.
2. A group grievance is a complaint involving two or more members of the bargaining unit in which it is alleged that a violation, misinterpretation or misapplication of the written term(s) of this contract has occurred. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group. All parties to the grievance must sign the grievance form; and no more than two of the grievants shall represent the group at any level or hearing.
3. Days shall be defined as Monday through Friday excluding legal holidays.

### B. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by the written agreement of the Superintendent/designee and the grievant(s).
2. If any grievance is not initiated at Level One within ten (10) days after the grievant knew or should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such except in cases of continuing violations.

3. If a decision on a grievance is not appealed in writing within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any formal step of these procedures to communicate in writing the disposition of a grievance within the specified time limits shall automatically entitle the grievant(s) to proceed to the next level.

C. PROCEDURE

1. Informal Level

Any bargaining unit member who may potentially file a formal grievance, must have privately discussed the potential grievance first with his immediate supervisor before a grievance shall be filed. The aggrieved employee may have the option to have a bargaining unit member present at any level of the grievance procedure, including the informal step. Such discussion must take place within five (5) working days after the occurrence of the alleged act or condition upon which the grievance is based. For the purpose of this grievance procedure, the immediate supervisor for each classification is given below:

<u>CLASSIFICATION</u>	<u>IMMEDIATE SUPERVISOR</u>
Custodians	Building/Grounds Administrator*
Bus Drivers	Transportation Administrator*
Teacher Aides	Building Principal
Cafeteria Workers	Food Service Supervisor*

\* If unavailable, the building principal.

2. Level One - Formal

If the grievance is not resolved at the informal step, it may be pursued further by submitting a written statement of the grievance to the immediate supervisor within five (5) days of the informal meeting. If the grievant so requests in writing, the immediate supervisor shall hold a hearing within five (5) days of such

submission. The immediate supervisor shall write a disposition of the grievance within five (5) days after such submission or hearing, if a hearing is held.

3. Level Two - Formal

If the grievance is not resolved with the disposition of the grievance in Level One, the grievant shall, within five (5) days, submit a written statement of the grievance to the Superintendent.

If the grievant so requests in writing, the Superintendent within five (5) days shall meet with the grievant. Within five (5) days of the submission or meeting, if a meeting is held, the Superintendent shall write his/her disposition of the grievance. The action taken and the reasons for the action taken shall be reduced to writing and copies sent to the grievant, immediate supervisor, Treasurer of the Board, and the President of the Union.

4. Level Three – Arbitration

1. If the grievance is not resolved by the disposition of the grievance at Level Two, the Union may request a hearing before an arbitrator. The union's request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance. The Union's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt of the Union's request for arbitration, the Superintendent or his/her designated representative and the Union shall mutually petition the Federal Mediation and Conciliation Service (FMCS) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first.
2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance within the rules and regulations of the FMCS.
3. The arbitrator shall hold the necessary hearing 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 decision of the arbitrator shall be final and binding.

4. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for binding arbitration and shall have no authority to decide any other issue(s) not so submitted to him or to submit observations or declarations of opinion in reaching his decision.
5. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
6. Miscellaneous
  1. All hearings shall be conducted in closed sessions.
  2. If the grievant prevails, the cost of the arbitration will be borne by the Board. If the Board prevails, the cost of arbitration will be borne by the Union. In cases where each party prevails, in part, the arbitrator shall apportion the cost between the Board and the Union.
  3. Arbitrations will be held during normal business hours. The grievant(s) and bargaining unit members subpoenaed as witnesses shall receive their regular rate of pay for their time spent at the arbitration hearing. There shall be no extra pay to any employee for the time spent in preparing and processing a grievance during non-duty hours.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Contract and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

## **ARTICLE 5 - LABOR MANAGEMENT RELATIONS COMMITTEE**

1. The Superintendent will designate no more than five (5) members of the administration to serve on a Labor-Management Relations Committee; the Chief Steward will designate no more than five (5) bargaining unit members to serve on the committee. The Superintendent and the Chief Steward alternately shall chair the committee but shall place on the agenda any item submitted for consideration by either side.
2. The committee shall meet as needed during the school year, on the agreement of the Superintendent and the Chief Steward. Meetings shall be called by the Superintendent at his/her own initiative or upon notice to the Superintendent by the Chief Steward. Each request for a meeting shall stipulate an agenda of items to be discussed. All meetings shall be held on non-working, mutually agreed to times and shall not exceed one (1) hour unless both parties agree to an extension.
3. The purpose of the committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. Concerns raised should be of district-wide import and not be trivial in nature. A bargaining unit member shall raise his/her concern(s) with his/her immediate supervisor first for possible resolution, before bringing the concern(s) to the labor-

management committee. The discussion held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or amendments to the Agreement.

4. Minutes of the meetings, including the recommendations made and conclusions reached, will be placed in writing and submitted to the Superintendent and the Chief Steward.

## **ARTICLE 6 - ORGANIZATIONAL RIGHTS**

### **A. Right of Access to Employees**

The Union Business Representative may have reasonable access to union employees for the purpose of processing grievances, assisting in the settlement of disputes, and enforcing the provisions of the contract; provided such visitation does not interfere with the employee's work or building activities. Such visitation shall be subject to principal/supervisor approval, but shall not be unreasonably withheld. The Union Business Representative shall, prior to contacting any employee, advise the principal/supervisor of his/her presence, state the purpose of his/her visit, the length of time involved, and the location he/she desires to visit.

### **B. Union Use of School Buildings**

With the approval of the Superintendent and/or the building principal(s), the Union shall have the right to use school building(s) without charge for Union meetings during non-school hours except as restricted below: Application for use must be made within seventy-two (72) hours of the proposed meeting; union meetings shall not interfere with scheduled building activities; union use of school building(s) shall be according to the regulations established by the Board. Any custodial overtime costs and/or additional cost resulting from Union negligence, or misuse of the building(s) shall be reimbursed by the Union to the Board Treasurer within five (5) calendar days of any meeting(s) held in which such costs were incurred.

### **C. Bulletin Boards**

The Board agrees to furnish the Union bulletin board space in each school building to be used exclusively by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. Union-related items shall not be posted on any other school bulletin boards. The location of said bulletin board space shall be designated by the Board.

D. Stewards

The Board recognizes the right of Teamster Local No. 92 to designate one Steward for the school district. The authority of the Steward so designated by Local No. 92 shall be limited to, and shall not exceed the following duties and activities:

1. The Steward shall be released from duty with pay, only if a substitute is not required, for a reasonable period of time subject to the principal's/designee's approval in order to process grievances or post notices;
2. The collection of dues when authorized by appropriate Local No. 92 Union action and according to the dues deduction procedures of this contract;
3. The transmission of such messages and information during non-working time (of all bargaining unit members) which shall originate with and are authorized by Local No. 92 or its officers.

E. Strike Activity

1. The Union has the legal right to strike as specified in Article 2, Section H.5.
2. No unit member is entitled to pay or compensation of any kind, including any benefits, from the Board for the time period while engaged in any legal or illegal strike.
3. The Union agrees that it will not directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any illegal strike, in any partial day or intermittent strikes, in any slowdown, walkout, work stoppage, or other concerted interference with or

withholding of services from the Board or any other type of activity which results in a reduction of the regular professional duties or employment obligations of any district employees.

4. The Board agrees that it will not lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or the Union to compromise or capitulate to the employer's terms regarding a labor relations dispute.

#### **ARTICLE 7 - SENIORITY**

- A. Seniority shall accrue to all employees in accordance with the provisions of this agreement. District seniority shall be defined as the uninterrupted length of service by an employee with the Board as computed from the employee's most recent date of hire. Classification seniority shall be defined as the uninterrupted length of service by an employee in a particular job classification as computed from the most recent date of entry into such job classification.
- B. Seniority shall be retained at the level prior to an unpaid Board-approved leave of absence or a layoff but it shall not be accumulated during the period of the unpaid leave or layoff.
- C. Seniority shall accrue for all time spent on active pay status (sick leave, personal leave, assault leave, or any other paid leave) or when receiving workers' compensation benefits for three (3) years or less. After three (3) years on workers' compensation, seniority shall not accrue, but it shall not be lost.
- D. The Union's chief steward shall be provided with an updated district seniority list annually.

## **ARTICLE 8 - COMPLAINTS AGAINST BARGAINING UNIT MEMBERS**

- A. When an employee, administrator, or Board member receives a complaint from a student, parent, or community person concerning a bargaining unit member, the complaint will be directed to the principal or designee. When an employee of the school district makes a complaint about another employee in the district, the complaint must be put into writing and dated and presented to the supervisor of the employee making the complaint. The principal/designee/supervisor shall then conduct an investigation of the complaint. If there is reasonable cause to believe that the allegation of the complaint may be true in whole or in part, the principal/designee/supervisor shall, in private, give written notice of the complaint, its contents, and the identity of the person filing the complaint to the unit member within two (2) work days following the conclusion of the investigation.
- B. If a conference is deemed necessary by one of the parties, the meeting shall take place within five (5) work days from the date of the request. The unit member shall have the right of representation at this conference.
- C. Discipline may occur as the result of a verified complaint.

## **ARTICLE 9 - DISCIPLINE**

- 1. Discipline shall be imposed on nonprobationary employees (those employees who have worked for the Board greater than ninety (90) work days) only for just cause. Forms of disciplinary action are:
  - a. "Verbal warning" which will be followed by a written summary of any discussion and will not be placed in a personnel file.
  - b. written reprimand
  - c. suspension without pay for a definite period of time
  - d. suspension without pay for an indefinite time period pending a probable removal
  - e. termination

The provisions of this article shall not preclude the Administration from imposing discipline more severe than that called for in the progressive discipline procedure, if in

the Administration's discretion, such action is warranted by the facts and circumstances of a case.

2. Grounds for disciplinary action include: violation of written rules and regulations of the Board, incompetency, inefficiency, dishonesty, drunkenness, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, or nonfeasance.
3. Discipline shall be progressive in nature. The seriousness and nature of a violation; the employee's record of discipline, performance, and conduct; and length of service in the district will be among the factors taken into account when the Superintendent or Board determines what form of discipline it will impose. Nothing herein shall prevent the Board from terminating a limited or continuing contract employee at any time for serious misconduct.
4. Supervisors should attempt to discipline employees in as much privacy as is reasonable under the circumstances.
5. When the Superintendent or Board seeks imposition of a suspension or termination, notice of such discipline shall be made in writing and served in person or by mail upon the employee not less than twenty-four (24) hours prior to the hearing. The notice shall indicate:
  - a. The charge(s) against the employee
  - b. The proposed penalty
  - c. The right to representation by a co-worker or Union steward or Union Business Representative.
6. Issuance of written reprimands and short-term suspensions for a definite period of time (3 days or less) shall be effectuated by the Superintendent. These forms of discipline do not require any Board action. At the hearing before the Superintendent, the employee will be given an opportunity to give his/her explanation of the violation(s) and the Superintendent will explain the Administration's evidence. After the hearing, the employee will be given the Superintendent's written decision regarding the discipline, either in person or by certified mail.

7. Issuance of longer-term suspensions (for a definite period of time that is greater than 3 days or for an indefinite time period pending probable removal) and terminations shall be effectuated by the Superintendent with later formal Board action. At the hearing before the Superintendent, the employee will be given an opportunity to give his/her explanation of the violation(s) and the Superintendent will explain the Administration's evidence. After the hearing, the employee will be given the Superintendent's written recommendation regarding the discipline, either in person or by certified mail. The recommended discipline will be instituted pending final review by the Board.

At the next scheduled Board meeting, the employee will be given the opportunity to appear informally before the Board to explain why the Superintendent's recommendation should not be followed. The Superintendent will explain his/her evidence to the Board. Both the employee and Superintendent will address the Board while in executive session. The Board, by majority vote, will render its decision to accept, reject, or modify the Superintendent's recommended discipline. The Board's written disciplinary decision will be served upon the employee either in person or by certified mail.

8. Suspensions and terminations are grievable through all three (3) levels of the grievance procedure. A written reprimand may be grieved only through Levels One and Two of the grievance procedure, i.e., a written reprimand cannot be grieved to Level Three, Arbitration.
9. An employee must exhaust the grievance procedure regarding disciplinary actions before pursuing other relief.
10. An employee may request the presence of a union steward at an investigatory interview conducted by the employer if the employee reasonably believes that such interview might result in disciplinary action. This provision does not apply to routine supervisory conferences or informational requests from supervisors.
11. A finding of falsification and/or misuse of sick leave or personal leave, may be classified as fraud and may result in disciplinary action up to and including discharge.

12. In addition to any discipline imposed for dishonesty under this Article, a deduction will automatically be taken from the offender's paycheck for those hours affected by falsification of a timesheet or by sick leave or personal leave misuses/falsification. Such deduction, if any, will not be taken until the employee and Union (if requested by employee) have met with the Superintendent who has explained the basis for the proposed deduction and allowed the employee an opportunity to present the employee's side of the matter.

### **ARTICLE 10 - PERSONNEL FILES**

1. There will be established and maintained one (1) official personnel file for each bargaining unit member in the school district. Such personnel files will be maintained in the office of the Superintendent. However, all economic records will be held in the office of the Board Treasurer.
2. Personnel files shall be open to inspection upon reasonable request and advance notice to the Superintendent's office. Access to personnel files shall be in accordance with ORC 149.43 which deals with public records.
3. If a bargaining unit member feels that any material included in his/her personnel file is derogatory to his/her conduct, service or character he/she shall have the right to respond to it in writing and have a copy of said statement attached to the material in the official file.
4. The bargaining unit member shall be informed of any complaint by a parent and/or student which is directed towards them if such is expected by the administrator or supervisor to become an official matter of record.
5. Anonymous letters and materials shall not be placed in a bargaining unit member's personnel file.
6. Bargaining unit members shall have the right, upon written request, to receive copies of all materials placed in his/her personnel file at an amount per page as approved by Board policy for copies made to the public.

7. If and when a bargaining unit member and the Superintendent agree that there is adequate evidence that certain materials in said individual's official file is irrelevant, inappropriate, or false, such material will either be corrected or removed from the file.
8. All materials placed in the personnel file of a bargaining unit member shall be stamped as to the date the item was placed in the file.
9. Upon employee request, written reprimands may be removed from the employee's personnel file after one (1) year from the date of discipline, provided there has been no intervening discipline. Records of other disciplinary action may be removed from the employee's personnel file after two (2) years, upon employee request, with the agreement of the Administrator originally involved and/or the Superintendent. Any records removed shall be placed in a separate permanent file.

#### **ARTICLE 11 - BUS DRIVERS**

1. All bus drivers must be officially certified in order to obtain or retain employment in the Washington-Nile Local School District.
2. Bus drivers will be paid their regular hourly rate for all extra-curricular trips except for overnight trips.

On all overnight trips the driver will be paid his/her regular hourly rate except for eight (8) hours of "downtime," which is paid at minimum wage. The organization sponsoring the overnight trip will provide the bus driver's overnight lodging and will provide one meal for the driver on the overnight trip. Efforts will be made to have the bus driver(s) room with another adult, if possible.

As a general rule, bus drivers shall drive all extra-curricular trips where the number of students to be transported by a district vehicle exceeds the maximum legal capacity of the school van. With non-revenue producing academically-oriented school groups, however, a second school van can be utilized to transport the group without the necessity for using a school bus. Another exception occurs when a group determines to charter a private

carrier for a special event (Ex. Greyhound buses); since a school bus is not utilized, a bus driver is unnecessary and will not accompany the trip or be compensated for it.

All extra-curricular trips shall be posted even if the trip is marked "no driver required" due to an exception to the requirement to use a regular full-time bus driver. If two or more trips are scheduled to depart at the exact same time, the most senior driver eligible according to his/her place on the regular rotating list will have a choice in which trip to take.

If no drivers volunteer to drive an extracurricular trip, the trip may be given to a substitute driver. If no substitute driver is available, the trip becomes a mandatory assignment, on a daily rotation basis beginning with the driver with least seniority.

All extra-curricular trips are to be assigned by seniority starting at the top of the seniority list and rotating through each bargaining unit member to either accept the trip when offered to you or dropping your route if your route time does not allow you to get back in time to take the trip. If route time interferes with the trip, then you will have to decide whether you want to take the trip or to deny the trip giving it to the next person on the rotation list.

3. Bus route times will be established within the first month (thirty school days) of every school year. Bus driver workloads will be equalized throughout the school year as much as possible by the Transportation Supervisor, in terms of numbers of students transported and the time lengths of the routes.
4. Bus drivers will be paid for twenty-five (25) hours per week, which includes but is not limited to the following duties: driving his/her regular route, daily bus check-ups, daily cleaning of bus exterior and interior as appropriate or directed by the supervisor, taking the bus into the mechanic for necessary repairs, assignment to an additional route if time permits, assisting in training substitute drivers (these training assignments will be made by the Transportation Supervisor), having a driver on call to pick up stranded children, or other duties as assigned. Any driver working less than twenty-five (25) hours per week may be assigned additional duties within the District to make up the twenty-five (25) hour work week.

Should training of any substitute drivers be necessary beyond a bus driver's twenty-five (25) hour week, the bus driver who is assigned by the Transportation Supervisor to do the training will receive additional compensation at the straight time rate for the additional hour(s) worked.

5. Any work done over twenty-five (25) hours in a week will be paid at the straight time rate, provided the driver has received the prior approval of his/her supervisor for the extra hours. Supervisory approval must be indicated on the employee's timesheet. Extra hours over twenty-five (25), if the result of a breakdown situation, shall be paid for without the need for prior supervisory approval.
6. The transportation supervisor will set a completion date for summer bus cleaning. Everyone will have the opportunity to wash their own bus and must have their bus washed and cleaned by the date assigned by the transportation supervisor. Buses not washed or cleaned by the completion date that was assigned by transportation supervisor will be assigned randomly to other drivers to be washed and cleaned. The transportation supervisor will inspect each bus after washing and cleaning has been completed to approve for pay. The bargaining unit member will be paid \$85.00 per completed bus.
7. The required annual physical shall be provided by the South Central Ohio Educational Service Center appointed physician at no cost to employee. The exam is necessary for the safety of the driver and the children being transported. The required biannual fingerprinting will occur at the time of the Educational Service Center physical and the cost of the fingerprinting will be paid by the Board. The Board will pay \$25.00 for each drug screen that the bus driver must take (hours are not to be reported on timesheet).
8. The bus drivers will be given twenty-four (24) hours advance notices of all extra-curricular trips, whenever possible. Driver will accept or turn down at least twenty-four (24) hours in advance, whenever possible.
9. Discipline on school buses must be enforced consistently from week to week and be enforced fairly between student-passengers. Bus drivers are in charge of discipline of students for behavior on buses during any route or trip. It is understood though that assistance of the coaches or advisors in discovering inappropriate behavior or in dealing with it may be necessary.

10. Whenever a bus driver has initiated discipline against a student-passenger and has not received, within seven (7) work days, a notice back of the administrative action taken, he/she shall notify the Transportation Supervisor. The Transportation Supervisor will follow-up with the appropriate principal and apprise the bus driver of the outcome.
  
11. From time to time it may become necessary to transport a special education student to the Ohio School for the Blind in Columbus, Ohio as part of the student's special education program. The trip to Columbus will be offered to approximately four (4) Washington-Nile employees who have submitted their names for a special rotating list specifically for this trip. If no regular bus driver wishes to drive the student to Columbus or if a substitute driver is not available to cover the regular route of a bus driver who wishes to drive the student to Columbus, the Superintendent/designee shall have the authority to assign another employee to drive the student to Columbus. Any bargaining unit member to be placed on the Columbus trip roster must submit to the Superintendent or Transportation Supervisor between August 1 and August 15 of each year.

A bargaining unit member who drives the student to and/or from Columbus shall be paid \$75.00 for the daily trip. Compensation by regular contract for regular hours/shift/route not worked while taking the Columbus trip shall be deducted from the bargaining unit member's regular pay.

A bargaining unit member shall complete the district unpaid leave form for any regular hours/shift/route not worked due to driving the Columbus trip.

If a bargaining unit member drives the student to or from Columbus on a holiday for which the bargaining unit member received pay pursuant to Article 20, the \$75.00 Columbus trip pay shall not be reduced by such holiday pay. The provisions of Article 20(3) do not apply to hours worked driving the student to or from Columbus on a paid holiday. If a bargaining unit member drives the student to and/or from Columbus on a non-scheduled, unpaid, non-work day, the bargaining unit member shall be paid \$75.00 per daily trip and shall receive no further compensation for driving the trip.

## ARTICLE 12 - REDUCTION IN FORCE (R.I.F.)

When the Board of Education determines it necessary to reduce the number of bargaining unit positions, because of lack of work or lack of funds, the following procedures shall apply:

- A. The positions to be laid off will be chosen as follows:
1. All members of the bargaining unit shall be placed on a seniority list computed on the basis of classification, as defined in Article 7.
  2. Reductions shall be made from the bottom of the seniority list with the least senior employee in the classification(s) being laid off first. An employee affected by a RIF in his/her classification may elect to displace a bargaining unit member who holds a lower position on the seniority list in a different classification with a lower pay scale, provided the employee who decides to bump into a classification (other than his/her current one):
    - a. has the requisite qualifications for the other classification, as determined by the Superintendent. The Superintendent's determination, as to the qualifications necessary to bump, is not grievable. Required certification/licensing for bus drivers, boiler operators, and aides must be possessed at the time of the RIF for a qualified individual to bump into one of those classifications.
    - b. The pay scale order (excluding the voluntary ten cent license adjustment) from highest to lowest for bumping purposes, is as follows:
      - Bus Driver
      - Maintenance
      - Mechanic
      - Custodians
      - Aides
      - Cafeteria Worker
      - Utility Helper

A decision to bump into another classification or not to bump must be made at the time the employee is notified in writing that he/she will be RIF'ed. A bargaining unit member who is laid off from one classification and elects to bump into another classification is to be paid at the beginning step of the new classification, and advanced thereafter according to the experience in that classification, and forfeits recall rights, as delineated in Article 12, Section B.

3. If two (2) or more employees subject to lay-off have equal seniority, the determination as to who shall be laid off will be determined by the date of the employee's employment application. If no application is available, the determination shall be made by the toss of a coin.
- B. The names of bargaining unit members who are affected by the lay-off shall be placed on a recall list for up to twenty-four (24) months from the date of actual lay-off. Those on the recall list shall have the following rights:
1. Bargaining unit members who are qualified (as determined by the Superintendent) for possible vacancies in their pre-RIF classification shall be notified in writing of the vacancy. Such notices shall be sent by certified mail to the last address given the Board Treasurer by the bargaining unit member. It shall be the responsibility of the individual to keep the Board Treasurer informed of his/her current address at all times.
  2. The most senior qualified bargaining unit member who accepts the position opening in his/her old classification and who responds in writing within seven (7) calendar days of notification shall receive the position. Notification must be sent by certified mail to the Board Treasurer, accepting the position.
  3. Any bargaining unit member who fails to respond by certified mail within seven (7) calendar days; or who accepts comparable employment elsewhere; or who declines an offered position within the Washington-Nile Local School District, shall forfeit all recall rights.

4. Bargaining unit members on the recall list, who submit a substitute application, shall be placed on a priority substitute list. Individuals on the priority list shall be called first to fill in as substitutes for jobs for which they are qualified, i.e., food service, custodial, or bus driving. Individuals on the priority list will be called in the order of most senior in the district to least senior in the district. Individuals will be compensated at the substitute rate of pay for the job, will receive no fringe benefits, and will not accumulate seniority in any job classification while substituting. If no qualified individual on the priority list is available when called for the job, individuals on the regular substitute list can be called.
  5. During the twenty-four (24) month recall period, no General Relief Workers or volunteers will be used to perform the regular job duties of the laid-off workers during their previously-scheduled hours. Supervisors and head cafeteria workers may perform the job duties of the laid-off workers to maintain the efficiency of school district operations, and non-bargaining unit members may be utilized to act as food service cashiers. Student workers will be utilized in school district operations.
- C. The parties agree that the above procedures apply only to the lay-off of bargaining unit members due to lack of work or lack of funds. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

**ARTICLE 13 - VACANCIES AND JOB POSTINGS;  
ASSIGNMENTS AND REASSIGNMENTS**

1. Definitions
  - A. Vacancy – A potential vacancy occurs when an employee has left his/her bargaining unit job in the district or when the creation of an entirely new bargaining unit job is under consideration. The Board then makes a determination as to whether or not to fill the spot. If a decision has been made to fill it or to create a new unit position, the official vacancy will be posted.

- B. Assignment – Is the classification and building/route in which the unit member is presently assigned.
- C. Reassignment – Is either an employee-requested or an employer-initiated change in classification or building/route. Unit members may only be reassigned in areas in which they are qualified.
- D. Seniority – The employee’s length of service defined as “district seniority” in Article 7.
- E. Classification Change – Occurs when a bargaining unit member leaves one classification and enters another classification. Such changes include but are not limited to the following: an employee-requested or employer-initiated reassignment; an employee’s successful bid on a vacancy into a different classification; an employee is laid off and subsequently bumps into another classification under Article 12.

2. Vacancy – Bargaining Unit Position

- A. When a vacancy determined to be filled by the Superintendent and/or the Board occurs in the bargaining unit or a new bargaining unit position is created, an announcement of such vacancy/position shall be posted on the Central Office bulletin board and in each building. The determination by the Superintendent and/or Board to fill a vacancy will be made within forty-five (45) calendar days, if possible. The posting shall contain the following information:
  - 1. title of the bargaining unit position available
  - 2. location or route
  - 3. hourly rate of pay
  - 4. the minimal qualifications/experience requirements
  - 5. the minimal application deadline
  - 6. the anticipated starting date
- B. All bargaining unit vacancies shall be posted in all buildings for seven (7) working days during the school year. During the summer months, such postings

shall be for ten (10) working days. Any employee who is not scheduled to work during the summer and desires to be notified of job vacancies during that period must submit a written request for notification to the Board by June 1. Six (6) stamped, self-addressed envelopes must accompany the employee's written request. Notification is deemed complete by the Board once the posting is placed in the mail.

- C. Current members of the bargaining unit who meet the minimal qualifications contained on a job posting, and who timely apply, shall be given consideration for employment in posted positions. Minimal qualifications are those criteria that must be possessed by an employee for his/her application to be accepted. Once an application is deemed acceptable, other qualifications (listed in 2.D.) will be examined to determine which applicant is best suited for the particular job opening. Any bargaining unit member wishing to apply for the posted bargaining unit vacancy must submit his/her written application to the Superintendent prior to the close of the posting period in order to be considered for the position. If the Superintendent is not satisfied with the qualifications of those who applied during the seven (7) day posting period, applications for the vacancy may be solicited or accepted from others inside or outside the bargaining unit.
  
- D. Qualifications and seniority shall be the determining factors in the selection of employees to fill job vacancies. Qualifications include but are not limited to the following: abilities, work record, performance history, experience in a classification, capacity to elicit proper student behavior and to control improper student behavior, and job-related personal characteristics such as attitude and amenability to direction. If two (2) or more employees are equally qualified, as determined by the Superintendent, classification seniority shall prevail. If two (2) or more employees are equally qualified and have the same classification seniority, the employee to fill the vacancy shall be determined by the flip of a coin.
  
- E. Trial period: An employee applicant who is chosen to fill a vacancy shall have seventy-five (75) work days in which to demonstrate satisfactory performance or the Board will return him/her to his/her previous position and pay rate.

F. Vacancies involving a classification change: A bargaining unit member who successfully bids on a vacancy in a different classification is to be paid at the beginning step of the new classification and advanced thereafter according to the experience in that classification. If the employee returns to their original classification, after the 75-day trial period referenced in Section 2(E) has elapsed, the employee shall be paid on the salary schedule to reflect their prior years of experience in that classification.

3. Vacancy--Supervisory Position

A. Vacancies for supervisory positions outside the bargaining unit, which are determined to be filled, shall be posted for the information of the unit members. The posting shall contain the following information:

1. title of the position available
2. the minimal qualifications/experience requirements
3. the minimal application deadline
4. the anticipated starting date

B. The posting of supervisory vacancies shall be for seven (7) working days. During the summer months, informational copies of such postings will be mailed.

4. Reassignments

A. Employer-initiated: The Administration will attempt to make reassignments for the forthcoming school year during the summer. When a reassignment is made, the affected unit member shall receive written notification of the change at his/her home address. Upon request, the unit member shall be granted a conference with the Superintendent to discuss the change. The member shall have the right to representation by a union steward or a co-worker at the conference, if requested.

1. Cafeteria workers, custodians, and boiler operators are positions that have irregular or indirect contact with pupils. Reassignments for the above positions, therefore, can be made during the school year.

2. Teacher aides and bus drivers are positions that have regular, direct, interactive pupil contact. To cause the least disruption to students, reassignments for the above positions should be avoided, if possible, during the school year.
- B. Employee-requested: A unit member has the right to request his/her own reassignment by submitting a written request to the Superintendent no later than June 1st of each year. The request shall specify the exact assignment desired and state reasons. The reassignments will be granted or denied via written notice at his/her home address. If denied, the union member can request, and shall be granted, a conference with the Superintendent to discuss the denial. The member shall have the right to be represented by a union steward or a co-worker at the conference, if requested.
  - C. Reassignments involving a classification change: A reassigned bargaining unit member, who leaves one classification and enters another is to be paid at the beginning step of the new classification, and advanced thereafter according to the experience in that classification. If the employee returns to their original classification, after the 75-day trial period referenced in Section 2(E) has elapsed, the employee shall be paid on the salary schedule to reflect their prior years of experience in that classification.
5. Reservation of Rights
    - A. Nothing within this Article shall prevent the Superintendent's right to reassign a unit member(s) into a job opening before determining to fill and post any official vacancy that remains once the reassignment(s) is/are finished.
    - B. Nothing within this Article shall prevent the Board's right to determine when a vacancy exists, and whether or not to fill such vacancy as long as the provisions as set forth in this contract are followed.
6. Limitation on Posting

- A. When a bargaining unit or supervisory vacancy has been filled by a unit member (whether by successful bid on a vacancy, assignment, reassignment, or promotion), the resulting job opening (if it has been determined to be filled) need not be posted and the assignment, reassignment, and selection process outlined in this Article need not be followed.
  - B. A vacancy does not have to be re-posted where none of the initial applicants were chosen for the position.
7. Nothing herein shall prevent the Superintendent from hiring a candidate from outside the bargaining unit.

#### **ARTICLE 14 - SICK LEAVE**

- 1. Each full-time member of the bargaining unit shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the Washington-Nile Local Board of Education, to be credited at the rate of one and one fourth (1 1/4) days per month.
- 2. Sick Leave shall be used ONLY for absences due to:
  - a. Personal illness, physical injury, illness due to pregnancy, adoption, or foster child placements;
  - b. Exposure to contagious diseases which could be communicated to other employees and children;
  - c. Illness, injury or death in the immediate family. (Immediate family is defined to mean: husband, wife, father, mother, mother-in-law, father-in-law, brother, sister, son, daughter, son-in-law, daughter-in-law, foster child, grandchild, grandparents of employee, grandparents of spouse, stepparents, stepchildren or other relative if living in the bargaining unit member's legal residence). Attendance at the funeral of a brother-in-law or sister-in-law shall constitute an appropriate use of sick leave.

3. Upon return from sick leave, the bargaining unit member shall furnish a written signed statement on the Board prescribed sick leave form specifying for which of the above reasons the sick leave was used. When an employee is absent from his/her job for more than five (5) consecutive days due to personal or family illness, a written statement from the attending physician is required before additional sick leave days will be approved. The employee must return to work as soon as possible upon written release by the attending physician.
4. Unused sick leave shall be cumulative up to 225 days.
5. A bargaining unit member who has accumulated sick leave within the past ten (10) years while in the employ of another public agency in Ohio shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of 220 days. A properly certified record of such accumulated sick leave must be presented to the Board Treasurer within thirty (30) days of employment.
6. Falsification and/or misuse of sick leave will not be tolerated and will be dealt with under Article 15, Sick Leave Abuse and Article 9, Discipline. Employee attendance is just as important to the school district as student attendance – for the provision and continuity of employee services is vital to achieve the maximum educational benefit. Employees owe it to themselves, to the students, and to the taxpayers to come to work.
7. The Board, through a Board-appointed physician, has the right to require an employee to submit to an examination. The cost of the exam will be borne by the Board. If the Board's physician and the employee's physician disagree as to diagnosis, the two physicians shall select a third physician to conduct an examination, whose decision shall be final. The cost of the exam by the third physician will be paid one-half (1/2) by the employee and one-half (1/2) by the employer.
8. The Board shall provide leave to eligible employees consistent with the Family and Medical Leave Act of 1993. In some areas, where the collective bargaining agreement provides more rights to employees than those granted by the federal law, the collective bargaining agreement terms will be followed. In other areas, where the collective bargaining agreement provides fewer rights or does not address a topic covered by the federal law, the terms of the Family and Medical Leave Act of 1993 will be followed.

**9. SICK LEAVE BANK (S.L.B.)**

**A. Provisions of Eligibility**

1. A sick leave bank shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all of his/her accumulated sick leave due to a catastrophic injury or serious illness suffered personally by the bargaining unit member.
  - a. “Catastrophic” is intended to mean a life-threatening illness or injury.
  - b. “Serious illness or injury” is intended to mean an illness or injury which is not life threatening but one which requires in-patient hospitalization in excess of five (5) consecutive days or confinement to bed on doctor’s orders for a period of greater than ten (10) consecutive days.
  - c. Normal pregnancy does not fall within the definition of a catastrophic illness.
2. In order to participate in the S.L.B., a bargaining unit member must irrevocably contribute a sick day to the bank. An enrollment period shall be established between September 1, and September 15, for each member of the bargaining unit member to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to an S.L.B. Notwithstanding the limitation described in Item A.4., a newly-hired bargaining unit member who has not yet accumulated sick leave by September 15, will be given the opportunity to contribute to the sick leave bank and such donation will be deducted upon the newly-hired bargaining unit member accruing a day of sick leave. In order to be established, the sick leave bank shall have not less than twenty (20) days contributed.

3. If twenty (20) bargaining unit members do not participate in the initial creation of the S.L.B., donated days will be credited back to the donor's sick leave account and the bank will not be established.
4. The sick leave bank shall not exceed a maximum of two (2) days times the total number of members of the bargaining unit.
5. If the S.L.B. drops below fifteen (15) days, each participant may contribute an additional day between September 1 and September 15 following the date the S.L.B. drops below fifteen (15) days. Otherwise, only new participants may contribute a day to the S.L.B.
6. The S.L.B. is in effect for the entire fiscal year and any accumulated days will roll over at the end of the school year.
7. Only earned sick leave may be contributed. Advance sick leave shall not be contributed.
8. Any sick leave day given to the bank shall be forever forfeited (unless the bank is not established initially) by the donating bargaining unit member.
9. A bargaining unit member's donation of sick leave to the S.L.B. shall not constitute a use of sick leave for purposes of calculating the perfect attendance incentive payment in Article 31.
10. S.L.B. shall remain in effect on a yearly basis, July 1 through June 30, and the Union may terminate the bank upon written notice to the Superintendent and Treasurer, no later than June 1 of the year preceding its termination.
11. A sick leave donation application must be signed by the employee and submitted to the Union President. The Union President shall present such signed S.L.B. employee authorizations to the Treasurer's office no later than September 15, annually.

In this fiscal year (2010-2011) the employee must submit any donation within thirty (30) days of final ratification of the bargaining agreement.

B. Operation

1. An award from the S.L.B. will be limited to those individuals who have contributed to the S.L.B.
2. An application to draw from the S.L.B. shall be made on the appropriate form to the Union President. The S.L.B. Committee may grant up to the maximum number of thirty (30) sick leave days for an applicant. A copy of any application will be forwarded immediately to the Superintendent.
3. Bargaining unit members may apply for days from the S.L.B. after the following conditions have been met:
  - a. Their own accumulated sick leave days have been exhausted, advanced sick days have been used, and they are not eligible for disability leave under the School Employees Retirement System and/or Workers' Compensation;
  - b. The bargaining unit member has been on unpaid leave for at least five (5) consecutive work days. Exception to the five (5) consecutive work days of unpaid leave may be agreed upon by the S.L.B. Committee;
  - c. The bargaining unit member shall submit in writing to the S.L.B. Committee, the reasons for the request of S.L.B. days along with a physician's statement pertinent to the member's request and the projected date of return to work. Additional information may be requested by the S.L.B. Committee if necessary to carry out its responsibility. Failure to provide such information in a timely manner will be considered a withdrawal of the application by the bargaining unit member.

4. Use of days from the S.L.B. shall in no way prevent or prolong a bargaining unit member from making application for SERS disability retirement, service retirement or Workers' Compensation. Nor shall the use of S.L.B. days prolong or prevent a bargaining unit member from beginning disability retirement, service retirement or Workers' Compensation.
5. The Union President may also apply for the use of S.L.B. days on behalf of a bargaining unit member. S.L.B. is not intended to be used prior to and its use shall not be construed as a condition of disability retirement under SERS or Workers' Compensation.
6. No more days may be awarded than needed to serve out the regular school year, during only that school year.
7. Any unused sick leave day by an applicant who is awarded a grant of days shall be returned to the S.L.B.
8. The S.L.B. Committee shall meet and render a decision within seven (7) working days of a receipt of a written request.
9. S.L.B. may not be used as a means of increasing retirement compensation or severance.

C. Sick Leave Bank Committee

1. The S.L.B. is regulated by the S.L.B. Committee, which shall be composed of three (3) members and shall be appointed by the Union's Executive Committee.
2. The S.L.B. Committee will establish its rules of operation provided they are not in conflict with the provisions of this Article. The provisions of this Article prevail in the event of a conflict between the rules of operation and this provision.

3. The S.L.B. Committee shall be responsible for keeping all necessary records.
4. All decisions of the S.L.B. shall be determined by majority vote. All decisions of the Committee will be final and binding and not subject to grievance or arbitration.
5. All records of the S.L.B. Committee shall be available to the school administration upon request. The S.L.B. Committee agrees to assist and cooperate, as necessary, with the Treasurer and the School District to properly perform their duties and responsibilities (including but not limited to performance and financial audits).
6. Medical information submitted to the S.L.B. Committee shall be confidential as required by state and federal law.
7. Extension of additional days may be applied for in the same manner as the original application. However, in no event shall a bargaining unit member receive more than thirty (30) days of leave from the sick leave bank. A one-time extension of up to fifteen (15) additional days may be applied for in the same manner as the original application.
8. The S.L.B. Committee shall immediately provide written notice to the Treasurer and building principal detailing the number of days of any S.L.B. award.
9. The Union will defend and hold harmless the Board of Education from any claim by a bargaining unit member against the Board of Education relating to the Union's administration of the S.L.B. provision.

#### **ARTICLE 15 - SICK LEAVE ABUSE**

- A. The parties mutually agree that sick leave is a benefit designed to provide employees with protection from loss of income during periods of illness or injury. The parties further recognize that abuse of this benefit is costly to the Board, detrimental to the operations of

the District, and detrimental to the welfare of the employee if he/she has exhausted his/her sick leave accumulation through abuse and subsequently encounters serious illness or injury.

B. An employee will be considered to be abusing sick leave when:

1. He/she establishes a pattern of sick leave usage (e.g., employee is absent only on Mondays).
2. He/she uses excessive amounts of sick leave (i.e., unnecessary quantity of days used at one time) (e.g., employee is absent for five (5) days for a runny nose).
  - a. An employee who is hospitalized will not have that period of leave considered in determining whether excessive amounts of sick leave have been used.
3. He/she has excessive occurrences of usages (frequency) in a time period. For nine (9) month employees, use of sick leave on more than four (4) separate occasions in his/her nine-month work year may be considered an abuse of sick leave. For twelve (12) month employees, use of sick leave on more than six (6) separate occasions in any twelve (12) month period may be considered an abuse of sick leave.
  - a. If an employee or a member of the employee's immediate family (as defined in Article 14, Section 2.c.) undergoes a system of regular treatments at a hospital, clinic, or physician's office, those treatment visits will be treated as one occurrence; provided, the Board is presented a copy of a signed physician's statement that orders the schedule of treatments.
  - b. Usage of sick leave to attend a funeral (usage in accordance with the provisions of Article 14, Section 2.c.) shall not count as an occurrence.
4. Employees missing fifteen (15) or more days in a contract year will be required to appear in person, with a teamster representative, before the attendance review board to provide information about their absenteeism. The attendance review

board will consist of the Superintendent, building principal and supervisor for the employee, classification teamster representative – if any, teamster steward and board member. The attendance review board will meet as necessary after school hours.

- C. The first time the Board suspects that an employee is abusing sick leave, the Board will confer with the employee. At the conference the employee has the right to representation by a union steward or a co-worker, if requested. The conference shall not be subject to the grievance procedure. Any discipline that is imposed, however, will be subject to the grievance procedure.
- D. After the conference has occurred, the Board may exercise any or all of the following options:
  - 1. Require a statement from the employee's physician
  - 2. Require the employee to submit to a Board-paid examination by a physician selected by the Board
  - 3. Deny payment of sick leave benefits on usages of a suspicious nature
  - 4. Implement appropriate disciplinary action. Under Article 9, Section 11, a finding of falsification and/or misuse of sick leave may be classified as fraud and may result in disciplinary action up to and including discharge.

#### **ARTICLE 16 - PERSONAL LEAVE**

- 1. Upon approval of the Superintendent, bargaining unit members shall be granted three (3) working days of absence during each school year without loss of salary to transact ONLY URGENT OR EMERGENCY personal business which cannot be conducted outside the regular working day.
- 2. No more than ten percent (10%) of the bargaining unit members in any classification in a building may be granted personal leave on the same day, unless the Superintendent has provided advance written authorization. Personal leave days may not be used the day

before or the day after a vacation or holiday, during the two week period following the beginning of the school year, or during the two week period prior to the ending of the school year. (In case of demonstrated emergency, this rule may be waived by the Superintendent.) Personal leave shall not be used for seeking or engaging in gainful employment, shopping, rest or recreation, or attending fraternal functions.

3. Requests for personal leave shall be made on the Board-prescribed form and shall be submitted to the immediate supervisor not later than two (2) calendar days prior to the requested date of use. (The immediate supervisor for each classification is delineated in Article 3, Section C.1.) The prescribed form shall require the employee to certify by signature that the leave was used in accordance with the procedure.
4. Personal leave used in accordance with this Article shall not result in a deduction in pay for the employee nor shall it be charged against sick leave earned under ORC 3319.141. Personal leave shall not be accumulated from school year to school year.
5. Personal leave shall be used in half or full day increments only. The personal leave days' year commences July 1 and ends June 30 of the ensuing year.
6. Falsification and/or misuse of personal leave will not be tolerated and may result in discipline under Article 9.

#### **ARTICLE 17 - ASSAULT LEAVE**

Assault leave (at no loss of pay) will be available to all bargaining unit members subject to the following provisions:

1. The bargaining unit member must be unable to physically perform his/her contracted duties because of a physical injury caused by a physical attack on said individual while he/she was performing his/her contracted duties with the Washington-Nile Local Board of Education.
2. A request for assault leave shall be made on the appropriate form which shall include the following information:

- a. The nature of the injury;
  - b. The date, time and place of the occurrence;
  - c. Identification of the individual or individuals causing the assault (if known);
  - d. Facts and circumstances surrounding the assault;
  - e. At Board expense, a certificate from a licensed physician describing the nature of the physical disability and its probable duration.
3. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical. No assault leave may be approved prior to receipt of the written, completed application form.
  4. The bargaining unit member, if requested, shall consent to an examination at Board-expense by a Board-designated physician at a reasonable time and place.
  5. The Board shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form, and the physician's certification(s) of the need for such assault leave.
  6. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board of Education.
  7. Assault leave will be limited to a maximum of five (5) working days per school year, not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.
  8. If upon the exhaustion of the allowed five (5) assault leave days, the individual is unable to perform his/her contracted duties he/she may apply for sick leave, workers' compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for workers' compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the workers' compensation benefit until such time as the benefit terminates.

9. 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."
10. Falsification of either the signed statement of the events or circumstances surrounding the assault or the physician statement shall be grounds for disciplinary action.

#### **ARTICLE 17A - MILITARY DUTY LEAVE**

All bargaining unit members who are members of the Ohio National Guard, the Ohio Defense Corporation, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, shall be granted a leave of absence from their respective positions for such time as they are in military service or field training or active duty for a period of time not to exceed thirty (30) days in one (1) calendar year. The rate of compensation shall be the difference between the employee's regular compensation and the remuneration received by him/her for such military service.

#### **ARTICLE 18 - UNPAID LEAVES OF ABSENCE**

##### **A. Child Care Leave**

1. The Board shall grant an unpaid leave of absence for child care related reasons. The purpose of such leave of absence shall be to provide the bargaining unit member with the opportunity to care for a newborn child, or an adopted infant who is under five (5) years of age. If the leave commences prior to the close of the first school semester, the leave shall extend for the remainder of that school year only. If the leave commences during the second school semester, the leave shall extend for the remainder of that school year, and if requested, for the following school year first semester as well. At the discretion of the Board, the unit member may be allowed to return to duty at an earlier date if he/she so requests and the Board approves such request. Written application for leave under this provision shall be made on Board-prescribed forms to the Superintendent at least thirty (30) days prior to the requested commencement date

of such leave, however, failure to complete the form shall not waive the right of use of said leave, if an emergency has arisen. The applicant shall state the purpose of the leave, the period of time involved, and a signed statement regarding the need for said leave. The Board may, at its discretion, grant an extension to an individual on leave, if so requested.

2. Upon return to service in the district, the individual may be restored to his/her former position, if possible, or to one of comparable status. This provision shall not prevent the Superintendent's rights or authority to direct and assign employees.
3. If the bargaining unit member who requests the child care leave is a limited contract employee, the limited contract shall not be deemed to run during the period of the leave, rather the time remaining on the limited contract when the employee leaves shall be the same amount of time the employee shall serve under the same limited contract upon his/her return.
4. The Board shall provide leave to eligible employees consistent with the Family and Medical Leave Act of 1993. In some areas, where the collective bargaining agreement provides more rights to employees than those granted by the federal law, the collective bargaining agreement terms will be followed. In other areas, where the collective bargaining agreement provides fewer rights or does not address a topic covered by the federal law, the terms of the Family and Medical Leave Act of 1993 will be followed.

**B. Pursuit of Other Employment**

A leave of absence may not be utilized by an employee for pursuit of employment outside the school district.

**C. Illness**

Once an employee's sick leave accumulation has been exhausted, the employee shall be permitted a maximum of twelve (12) months (in which he/she was scheduled to work) of unpaid leave for illness.

## ARTICLE 19 - FAMILY MEDICAL LEAVE ACT

Bargaining unit members shall be entitled to a leave of absence under the Family Medical Leave Act. The Board shall grant such leave in accordance with rules promulgated under that Act. A bargaining unit member must substitute any accrued paid or unpaid leave (*excluding accrued vacation time*) for leave provided under any part of the 12-week period of family medical leave. Such substitution shall not negate any of the rights or benefits provided by the Act. If the bargaining unit member has not accrued adequate paid or unpaid leave to encompass the entire 12-week period of family leave taken under this section, the additional weeks of leave necessary to attain the 12 workweeks of leave shall be taken in accordance with the provisions of the Act. Return from any unpaid leave shall be under the same terms as those provided under the Family and Medical Leave Act.

## ARTICLE 20 - HOLIDAYS

1. All twelve (12) month bargaining unit members are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided he/she accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was excused by the Superintendent from attendance at work on either or both of those days.

New Years Eve Day  
New Years Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day

All nine (9) month bargaining unit members are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided he/she accrued earnings on his next preceding and next following scheduled work days before

and after such holiday or was excused by the Superintendent from attendance at work on either or both of these days.

New Years Day  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Years Eve Day

2. Bargaining unit members on the active working payroll on the day of a holiday who are not scheduled to work on a designated holiday shall be paid holiday pay computed at the number of hours they are regularly assigned to work at their applicable rate of pay.
3. Bargaining unit members who are required by the administration to work on a designated holiday shall be paid their regular holiday pay plus an additional time-and-one-half the regular rate for all hours worked. Such additional compensation must be indicated on the employees' timesheet and it will be paid on the biweekly payroll schedule. The timesheet of the bargaining unit member must contain the signature of the Administrator who required such additional work. An employee will be notified forty-eight (48) hours in advance when required to work on a holiday, if possible.

#### **ARTICLE 21 - VACATIONS**

1. All bargaining unit members who work twelve (12) months per year on a contractual basis with the Board shall be eligible for vacation time as follows:
  - a. Vacation shall accumulate at a rate of .84 days of vacation leave each month;
  - b. Following ten (10) years of continuous active service in a twelve (12) month position in the district, bargaining unit members who qualify shall receive three (3) weeks (i.e., fifteen work days) of vacation (subject to the limitations below).

Vacation leave shall accumulate at a rate of 1.25 days of vacation leave each month;

- c. Following seventeen (17) years of continuous active service in a twelve (12) month position in the district, bargaining unit members who qualify shall receive four (4) weeks (i.e., twenty work days) of vacation (subject to the limitations below). Vacation leave shall accumulate at a rate of 1.67 days of vacation leave each month.
2. Bargaining unit members may take their vacation at any time during the year, except for the one (1) week period prior to the students' school year, provided such vacation does not impair the normal operation of the school district. The Board reserves the right to limit the number of bargaining unit members who are on vacation at any one time.
3. The bargaining unit member must submit a written request for vacation leave at least two (2) weeks in advance of such leave to his immediate supervisor and to the Superintendent. Such leave may only be taken upon the written approval of the Superintendent and/or the Board.
4. A maximum of 25 days can be accrued. Any additional time in excess of 25 days will not be accrued.

#### **ARTICLE 22 - JURY DUTY-COURT APPEARANCES**

1. When it becomes necessary for a bargaining unit member to accept jury duty, he shall be paid his regular salary for the number of days involved providing that he remits the jury duty pay to the Board Treasurer within one (1) working day of its receipt.
2. In such case where a bargaining unit member is subpoenaed to appear in court for a school-related matter, he shall be paid his regular salary providing any compensation received (i.e. witness fees, etc.) is remitted to the Board Treasurer within one (1) working day of its receipt.
3. Bargaining unit members who must serve jury duty or who are subpoenaed to appear in court must notify the Superintendent within one (1) day of being so notified.

4. No salary will be paid if the bargaining unit member is a party in the court proceedings or hearings which cause his absence from work or if the bargaining unit member is subpoenaed to appear in court for a non-school related matter.

### **ARTICLE 23 - INSURANCES**

The Board shall enroll all employees covered by this Agreement as participating members in the Central States Southeast and Southwest Areas Health and Welfare Fund. Employee participation shall be subject to the rules and eligibility requirements established by the Fund and this Agreement.

The Employer shall pay the actual cost of the insurance premium for a plan designated by the Union up to the following amounts:

Effective November 27, 2016: \$337.70 per employee  
per week through December 2, 2017.

Effective December 3, 2017: \$364.70 per employee  
Per week through December 1, 2018

Effective December 2, 2018: \$393.90 per employee  
Per week through December 1, 2019

In the event that the insurance premiums mentioned herein result in, or could potentially result in, a violation of the Affordable Care Act i.e. Cadillac Tax then the parties hereby agree to meet and discuss the matter and mutually agree to a resolution that insulates the parties hereto from any such violation of the Affordable Care Act.

The Employer's obligation to make this contribution on behalf of individual employees shall cease upon the conclusion of active pay status or FMLA leave.

### **ARTICLE 24 - S.E.R.S. RETIREMENT PAY**

- A. Upon proof of actual retirement (under the School Employees Retirement System) from the Washington-Nile Local School District, bargaining unit members shall be compensated for unused sick leave to the extent of one quarter of one day of sick leave to

a maximum of only forty-seven (47) days. The rate of compensation shall be the unit member's daily rate of regular pay (excluding supplementals) as determined by dividing the annual, regular salary by the number of duty days. The unit member shall provide proof of actual SERS Retirement (i.e., letter of retirement acceptance by SERS; a copy of the first SERS retirement check, etc.) to the Board Treasurer within ninety (90) days of his/her last date of service prior to retirement. Such retirement payment shall eliminate the individual's previously accumulated sick leave days; and shall be made only once to any one individual (originally based on a 188 day school year).

- B. In the case of death of an active employee with ten (10) or more years of service in the district, the employee's accumulated unused sick leave, to a maximum of 47 days, shall be converted to a lump sum payment paid to the deceased employee's contractual life insurance beneficiary. The rate of compensation shall be at the unit member's daily rate of regular pay multiplied by the number of unused sick days (not to exceed 47 days). Such payment to the deceased's beneficiary eliminates the deceased's previously accumulated sick leave days.
- C. Payment under the above two paragraphs is made only once, either upon the employee's retirement or upon death.
- D. As a further incentive to minimize sick leave use, the Board shall provide for an additional eight (8) days of bonus retirement pay, beyond the cap of forty seven (47) days, if:
  - 1. The unit member has the maximum sick leave accumulation contractually possible (220 days) and
  - 2. In the year of retirement, the individual has used less than eight (8) days of his/her sick leave.

#### **ARTICLE 25 - SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

The Washington-Nile Local Board of Education agrees with its classified bargaining unit members, represented by the General Truck Drivers and Helpers Local Union No. 92 to SERS "pick-up" utilizing salary reduction method contributions to the School Employees Retirement

System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

1. The amount to be “picked-up” on behalf of each employee shall be that percentage of the employee’s gross annual compensation so designated by SERS as the employee’s contribution to the retirement system. The employee’s annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick up.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including employment and workers’ compensation shall be based on the employee’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in the employee’s contract).

Each bargaining unit member will be responsible for compliance with Internal Revenue salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax-deferred compensation plans.

If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

#### **ARTICLE 26 - CONTRARY TO LAW PROVISION**

If any provision of this contract, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this contract shall remain in full force and effect for the term of this contract. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within ten (10) days by demand of either party.

## **ARTICLE 27 - REPORTING TIME**

Should a bargaining unit member be required by the Administration to report for previously unscheduled work outside of his/her normal, contractual work day, he/she shall receive a minimum of two (2) hours pay at his/her regularly contracted rate of pay. Should the bargaining unit member work more than two (2) hours beyond his/her normal, contractual work day, he/she shall be paid accordingly. Such additional compensation shall only be made if the Administration actually requires the bargaining unit member to work during his/her contractually, and normally unscheduled working time.

## **ARTICLE 28 - PROBATIONARY EMPLOYEES/CONTRACT SEQUENCE**

New employees shall be considered as probationary employees for the first ninety (90) work days of their employment during which time they shall have no seniority rights and may be reassigned, demoted, laid off, disciplined, released, or be subject to other personnel actions at the Superintendent's discretion. Such action taken by the Superintendent shall not be made the subject of any grievance. Upon the successful completion of the probationary period, the employee shall be given seniority back to the date of hire.

When released from probationary employment, rescission of the employee's limited contract results.

The release of a probationary employee is not equivalent to the nonrenewal of a limited contract employee (this is someone who previously completed his/her probationary period successfully). Nonrenewals occur at the expiration of the limited contract term and are governed by the procedure contained in ORC 3319.083.

Contracts shall be awarded in accordance with Revised Code Section 3319.081. However, any regular contract classified employee must work at least one hundred twenty (120) days in an employment year before the employee will be considered to have been employed for a one-year period under R.C. § 3319.081. Thus, an employee is not eligible for a subsequent two-year contract until completion of at least one hundred twenty (120) days of employment in an employment year.

## **ARTICLE 29 - SUBCONTRACTING A CLASSIFICATION OR DEPARTMENT**

When the Board decides to subcontract out a bargaining unit classification or department for economic reasons, this information will be reviewed with representatives of the Union. The Union may, within ten (10) days of receiving the information, submit the subcontracting issue to arbitration pursuant to the provisions contained in Article 3, Level 3. The arbitrator's authority is confined to deciding whether or not a cost savings would be realized by the district through subcontracting.

## **ARTICLE 30 - HOURS OF WORK AND OVERTIME**

### **A. Work Week**

The normal work week will be five (5) consecutive days, unless the employee is advised otherwise. Depending on the job classification involved, an employee's normal work week will range anywhere from twenty five (25) hours to forty (40) hours.

The employer shall determine the work schedules, including starting, break, and quitting times, in accordance with the needs of the district.

All bargaining unit member timesheets must be filled out clearly on a daily basis. The timesheets shall precisely document an employee's starting time, break time(s), lunch time, and quitting time. The timesheet shall also indicate any overtime, compensatory time, reporting time under Article 27, vacations or leaves, as appropriate.

Employees shall be paid for the amount of time worked, as evidenced by accurately-kept timesheets. It is essential that timesheets truthfully reflect the amount of time worked. If a timesheet has been falsified, the employee shall be disciplined in accordance with Article 9. In addition, the timesheet falsification may be classified as fraud and may result in criminal charges.

### **B. Breaks**

Each employee who works six and one-half (6 1/2) consecutive hours shall receive one ten (10) minute paid break.

Each employee who works eight (8) consecutive hours shall receive a ten (10) minute paid break for the first four (4) hours worked and shall receive a ten (10) minute paid break for the second four (4) hours worked. The break time must be approved by the employee's supervisor and the break cannot occur immediately before or immediately after lunch.

C. Overtime/Compensatory Time

The employer shall pay at the rate of one and one-half (1 1/2) the employee's regular rate of pay for all hours actually worked in excess of forty (40) hours in a work week. All overtime must be approved in advance and in writing by the appropriate supervisor.

The employee may choose to take compensatory time off in lieu of overtime payment at the rate of one and one-half (1 1/2) hours off for each hour actually worked in excess of forty (40) hours in a work week. Use of compensatory time must be approved in advance and in writing by the appropriate supervisor. An employee may accumulate compensatory time off up to a maximum of two hundred forty (240) hours. Compensatory time over 240 hours must be paid as overtime.

On his/her time sheet, the employee must elect either to take overtime or to take compensatory time. Once an election has been made in a pay period, it may not be changed for that pay period at a later date. An employee that does not make any election on the time sheet shall not be paid overtime but will be provided compensatory time in lieu of overtime payment.

### **ARTICLE 31 - CALAMITY DAYS**

In accordance with ORC 3319.081(G), bargaining unit employees shall be paid their regular rate of pay for scheduled hours lost when the school(s) in which they are employed is/are closed by the Superintendent during a disease epidemic or other public calamity. (Some examples are: hazardous weather conditions, utility failure, damage to a school building, and inoperability of school buses or other equipment necessary to the school's operation).

Employees will be paid calamity pay only if the calamity day is approved or permitted by state law. An administrator may direct one custodian to check the building for leaks and other safety matters. The employee will be paid 2 hour show up time or time actually worked, whichever is greater.

The district administrators may require employees to work calamity days unless an emergency level 3 has been declared. The employee will be compensated for the amount of time worked for legal calamity days authorized by state law in which students are not in attendance. Employees will be required to work all days (unless emergency level 3) after the legal calamity day limit authorized by state law has been met.

If the employees are required to work to make-up the calamity day(s) missed, the employees shall receive no additional compensation for the make-up day(s).

The employee may account for the time by charging it against accrued vacation, personal leave, sick leave or leave without pay.

If the employee is unable to report for work (after the legal calamity day limit authorized by state law has been met) due to a level 3 emergency, the employee must charge the missed time to one of the above approved leaves or work the additional time as directed by the administration.

#### **ARTICLE 32 - CUSTODIANS AND BOILER OPERATORS**

- A. Custodians working after school or weekend activities in a building shall be assigned by seniority. The extra work shall be offered to custodians in the order their names appear on the custodial seniority list at each building. If no substitute custodian is available, the job becomes a mandatory assignment, in a daily rotation basis beginning with the custodian with least seniority.
- B. When a custodian is offered work on an after school activity or a weekend activity in his building and accepts the work, the acceptance will cause the custodian's name to be placed at the bottom of the rotating list. When a custodian is offered work on an after school activity or a weekend activity in his building and refuses the offer, the refusal will cause the custodian's name to be bypassed until his/her next turn on the rotating list.

- C. Training/certification in physical plant operations shall be required of all custodians and maintenance employees.
- D. With the approval of the Superintendent, custodians on evening and/or night shift will report for work on the day shift when school is not in session.

### **ARTICLE 33 - SHORT-HOUR EMPLOYEES**

All short hour employees are afforded the opportunity to increase their wages by working in areas outside their classifications. This is offered by the district on an as-needed basis. It cannot always be scheduled ahead of time.

The district administration reserves the right to assign short-hour employees.

Employees will be notified at the beginning of the school year for custodial/grounds/parking duties.

Employees will be notified March 1<sup>st</sup> for Spring/Summer work. Only employees who sign up on the district registration form will be used. Newly hired employees will be permitted to be added to the registration list.

Short hour employees will generally be permitted no more than the number of hours up to 40 hours weekly. However, because of extracurricular trips or other circumstances, there may be deviations to the policy as necessary.

The employee will be compensated at the beginning utility helper salary schedule.

Any short-hour employee who refuses to work more than three times (emergency circumstances such as extended illness documented by doctor's statement and death in the family will be considered) will be dropped from the short hour work list.

The building/grounds supervisor will assign short hour summer work in regards to mowing, weed eating, etc. Employees must comply with the job assigned by the supervisor or forfeit their work for the day.

### **ARTICLE 34 - PAYROLL PROCEDURES**

All bargaining unit members will be paid twenty-six (26) times in the fiscal year. Every six (6) to seven (7) years, when necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid twenty-seven (27) pays in that year. Unit members will be notified three (3) months in advance of when the three (3) week pay period will occur. Employees hired after July 1, 1995, shall be paid via direct deposit. Employees hired prior to July 1, 1995, shall have the option to be paid by check or via direct deposit. An employee can have their pay direct deposited into two (2) accounts, if desired.

For employees who select payment by check, no checks may be picked up early to accommodate vacations or leaves. When a regular pay day occurs within a vacation period, the paycheck will be mailed to the residence of the bargaining unit member.

In the event of a computer problem, all the payroll may have to be paid in check form to meet the payroll date.

The hourly rate of the bargaining unit member multiplied by the number of days in his/her contract multiplied by the number of hours worked per day will determine his/her annual salary. The annual salary will be divided between the twenty six (26) pays. Any work days missed that are unpaid days off will be deducted from the employee's paycheck in the affected pay period or the following pay period.

All employee premium deductions (optional life, cancer insurance, disability insurance, annuities, health insurance, dental insurance, credit union) shall be made equally from the twenty-six (26) pays, except for two (2) times per year when there are three (3) pays in a month, and in that case, no employee premium deductions shall be taken from the third pay.

## ARTICLE 35 - DUES DEDUCTION

1. Upon written authorization of a bargaining unit member, the Treasurer shall deduct from his/her pay, union dues, fees and assessments as certified by the General Truck Drivers and Helpers Local Union No. 92's regional office. The dues are levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who has executed the proper authorization card.

Dues deductions and fair share fee payments will be made twice per work month in equal payments, and will be transmitted to the union once per month at the end of the month.

### Temporary Withdrawal for 9 month employees.

The Board Treasurer shall deduct fifty cents (.50) from the last pay check of employee/members who only work nine (9) months, along with that month's dues, stating that those employee/members are on temporary withdrawal for June, July and August. The Union will issue those employee/members a temporary withdrawal card upon request from the employee. This same system shall apply to fair share payers except the Board Treasurer shall not deduct the fifty cents (.50) fee for the temporary withdrawal card, but only the fair share payment for that month.

In September of each new school year, both employee members and fair share payors working nine (9) months will automatically be returned to the dues and fair share check off.

If for any reason the Board fails to make deduction from a bargaining unit member as above provided, it shall make that deduction from the bargaining unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the Union.

The Union shall indemnify and agrees to hold the Board and its designees harmless against any and all claims, demands, suits, or other forms of liability which arise out of actions taken by the Employer in reliance upon the monthly union printout or for any errors arising out of the dues deduction procedure.

## ARTICLE 36 - FAIR SHARE FEE

1. Upon the effective date of this Agreement, newly hired bargaining unit members who do not elect to become members of the Union within ninety (90) days following their initial day of actual work, or current bargaining unit union members who decide to terminate their union membership, or employees currently not paying dues, shall be required to pay the union a fair share fee equal to the amount paid by union members in dues, less each nonmember's proportionate share of the amount of union dues spent on activities not germane to collective bargaining in the prior year.
2. The Board will deduct the fair share fee from each nonmember's paycheck in accordance with Article 21. The deduction of the fair share fee by the Employer, from the payroll check of the employee and its payment to the Union is automatic and does not require a written authorization of the employee.
3. It shall be the Union's duty to notify all newly hired non-members concerning their obligation to pay the fair share fee. It shall be the responsibility of the Union to prescribe an internal rebate procedure of monies spent on political or ideological matters which are not related to the purposes of enforcing or negotiating the agreement or processing grievances. The Union certifies to the Board that an internal rebate procedure, for challenging the amount of the fair share fee, shall be established in accordance with ORC 4117.09(C), and that a copy of the procedure will be given to each nonmember. The Union's written notice to the employee must contain the amount of the fee, the basis for the fee and a statement that the employee may file an objection to the fee as assessed. In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fair share fee shall be placed in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and/or any determination by SERB or the courts. The Union warrants that its rebate procedure and the notice to nonmembers will be in compliance with all applicable state and federal laws, court decisions, and the Ohio and United States Constitutions.
4. Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held

conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues under the applicable collective bargaining agreement.

5. The Union agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee article.
6. The Board will notify the Union of all new hires within ten (10) days after they begin work. It will furnish the Union with the new employee's name, mailing address, social security number, and the position for which he/she was hired. Such information shall be provided only for the official use of the Teamsters.

### **ARTICLE 37 - DRUG & ALCOHOL TESTING**

The policy adopted by the County Consortium with respect to the DOT requirements for drug and alcohol testing shall be followed by the Washington-Nile Local Schools. Any bargaining unit member is subject to drug and alcohol testing in accordance with the adopted policy. Upon reasonable suspicion, of a school administrator trained in reasonable suspicion, any employee possessing or under the influence of prescribed drugs or alcohol may be required by the administration to undergo testing.

## ARTICLE 38 - SALARY SCHEDULES

2016-2017 School Year

3.00%

### Aides

6.5 hrs. x 185 days = 1202.5 hours

Experience	Hourly	FY2017
0	13.69	
1	13.92	
2	14.05	
3	14.24	
4	14.41	
5	14.58	
6	14.79	
7	14.96	
8	15.13	
9	15.32	
10	15.51	
15	15.72	
18	16.16	
20	16.49	
25	16.91	
27	17.24	

.10 Paraprofessional licensing

### Bus Drivers

5 hrs x 186 days = 930 hours

Experience	Hourly	FY2017
0	16.39	
1	16.57	
2	16.73	
3	16.90	
4	17.12	
5	17.30	
6	17.46	
7	17.65	
8	17.83	
9	17.99	
10	18.39	
15	18.78	
18	19.23	
20	19.54	
25	19.97	
27	20.30	

### Maintenance

8 hrs. x 260 days = 2080 hours

Experience	Hourly	FY2017
0	15.63	
1	15.82	
2	15.99	
3	16.15	
4	16.33	
5	16.49	
6	16.66	
7	16.83	
8	17.02	
9	17.18	
10	17.88	
15	18.35	
18	18.80	
20	19.12	
25	19.54	
27	19.87	

.10 Building Certification

### Custodians/Groundskeeper

8 Hrs x 260 days = 2080 hours

Experience	Hourly	FY2017
0	14.24	
1	14.38	
2	14.51	
3	14.63	
4	14.75	
5	14.88	
6	15.01	
7	15.16	
8	15.31	
9	15.42	
10	15.67	
15	16.15	
18	16.57	
20	16.89	
25	17.32	
27	17.65	

.10 Boiler license

.10 pesticide

Cafeteria Workers

6.5 hrs. x 186 days = 1209 hours

Experience	Hourly	FY2017
0	13.79	
1	13.94	
2	14.05	
3	14.19	
4	14.31	
5	14.44	
6	14.55	
7	14.71	
8	14.85	
9	14.97	
10	15.23	
15	15.68	
18	16.12	
20	16.45	
25	16.87	
27	17.20	

Utility Helper

8 hrs. X 260 days = 2080 hours

Experience	Hourly	FY2017
0	13.70	
1	13.84	
2	13.97	
3	14.12	
4	14.22	
5	14.36	
6	14.45	
7	14.62	
8	14.78	
9	14.86	
10	15.15	
15	15.60	
18	16.04	
20	16.36	
25	16.79	
27	17.12	

Mechanic

8 hrs x 260 days = 2080 hours

Experience	Hourly	FY2017
0	15.73	
1	15.95	
2	16.17	
3	16.40	
4	16.61	
5	16.85	
6	17.07	
7	17.30	
8	17.53	
9	17.75	
10	17.97	
15	19.00	
18	19.32	
20	19.64	
25	20.07	
27	20.39	

Salary Schedule Placement

The Board of Education, at its discretion, may recognize active military time upon proof of active military time and an honorable discharge, and years of service in another public school district, when the employee served in the same classification for payroll services as at

Washington-Nile Local School District, however, in any event a minimum of five (5) years will be credited for individuals satisfying the active military time and credit for time in another public school district referenced above.

#### Shift Differential

Second shift will receive a 15 cents per hour shift differential. The employee must work the shift to be paid the differential. For purposes of shift differential only, an employee will be considered "at work" while on approved leave.

#### Boiler Operator/Pesticide License Pay/Building Certification

Any employee who performs assigned work in a custodial/maintenance classification who has a boiler operator's license shall receive ten (.10) cents an hour more for having and maintaining their license. Any employee required by the Board of Education to acquire pesticide licenses shall receive ten cents (.10) an hour upon receipt and maintenance of the licenses.

#### Perfect Attendance Incentive

- a. If an employee has perfect attendance (zero use of sick and/or personal leave) in a school year, he/she shall be paid at the end of the year for their three (3) days of unused personal leave.
- b. If an employee has utilized five (5) or fewer days of sick and/or personal leave in a school year, he/she shall be paid at the end of the year for two (2) days of unused personal leave (provided the employee has two (2) unused personal days remaining at year end).
- c. If the entire bargaining unit reduces its absenteeism (personal leave and/or sick leave usage) by 50% compared to the prior school year, the Board will pay each unit member an additional five cents (.05) per hour, based upon the unit member's contract salary.

#### Salary Notices

Salary schedule notices will be disseminated on or before August 15th.

**ARTICLE 39 - DURATION OF CONTRACT**

The contract between the Board and the Union shall be in effect from July 1, 2016 through June 30, 2019, at which time it shall expire.

Reopen wages and insurance in years 2 & 3 (July 1, 2017 & July 1, 2018).

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining. The parties have, thereby, voluntarily relinquished any and all rights to demand negotiations over mandatory subjects of bargaining at any time during the term of this Agreement.

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

For the Union:

Wann Burt  
Dale Sheffer  
Kerr L. Moore  
Barry K. Green  
Paul Blatnick

For the Board:

Jeff [Signature]  
Sherry L. Patterson  
[Signature]  
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