



10-18-2017
0361-02
17-MED-03-0314
K35965

NEGOTIATED AGREEMENT

Between the

WILMINGTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO

AND ITS LOCAL #486

2017

July 1, 2017 – June 30, 2020

TABLE OF CONTENTS

ARTICLE 1 – TERM	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – DEFINITIONS.....	2
ARTICLE 5 – NEGOTIATION PROCEDURES	3
ARTICLE 6 – RE-OPENER PROVISION	4
ARTICLE 7 – GRIEVANCE PROCEDURE.....	4
ARTICLE 8 – HOLIDAYS	7
ARTICLE 9 – PERSONAL BUSINESS DAY	7
ARTICLE 10 – ASSOCIATION RIGHTS.....	8
ARTICLE 11 – OVERTIME/PREMIUM PAY	9
ARTICLE 12 – SICK LEAVE	10
ARTICLE 13 – MATERNITY LEAVE	11
ARTICLE 14 – VACATION	11
ARTICLE 15 – SCHOOL CLOSINGS.....	12
ARTICLE 16 – TRANSFER, PROMOTION AND SENIORITY	13
ARTICLE 17 – DISCIPLINE.....	14
ARTICLE 18 – DUES CHECK OFF	15
ARTICLE 19 – SEVERANCE PAY.....	17
ARTICLE 20 – PERSONNEL FILE.....	17
ARTICLE 21 – JURY DUTY.....	18
ARTICLE 22 – LAYOFF AND RECALL	18

ARTICLE 23 – LEAVES OF ABSENCE20

ARTICLE 24 – JOB DESCRIPTIONS21

ARTICLE 25 – WORKERS' COMPENSATION21

ARTICLE 26 – MILEAGE21

ARTICLE 27 – RELEASE TIME FOR MEALS21

ARTICLE 28 – LABOR/MANAGEMENT MEETINGS21

ARTICLE 29 – PROVISIONS CONTRARY TO LAW21

ARTICLE 30 – COMPLETE AGREEMENT22

ARTICLE 31 – SALARY AND INSURANCE BENEFITS22

ARTICLE 32 – SERS RETIREMENT PICK-UP24

ARTICLE 33 – ATTENDANCE BONUS25

ARTICLE 34 – COMPENSATION FOR OUTSIDE GROUPS25

ARTICLE 35 – FIELD TRIPS AND ADDITIONAL RUNS.....25

ARTICLE 36 – TRANSPORTATION27

ARTICLE 37 – FAMILY AND MEDICAL LEAVE ACT OF 199328

ARTICLE 38 – CRIMINAL BACKGROUND CHECK29

ARTICLE 39 – DIRECT SERVICE AIDES29

ARTICLE 40 – NO SMOKING29

CONTRACT

This Contract is made and entered into this 19th day of July, 2017 by and between the Board of Education of the Wilmington City School District, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE), and its Local #486, hereinafter referred to as the "Association" or "Union."

ARTICLE 1 – TERM

Section 1 – This Contract is effective for the period commencing July 1, 2017 and ending June 30, 2020.

ARTICLE 2 – RECOGNITION

Section 1 – The Board hereby recognized the Association as the sole and exclusive bargaining representative for all classified employees now employed or to be employed who are eligible to be members of the hereafter described unit, for the duration of this Contract.

Section 2 – The bargaining unit is defined as all full time and regularly employed short hour employees who work in the following positions and classifications which are regularly assigned to work schedule:

- | | | | |
|----|-------------|----|----------------------|
| A. | Cafeteria | E. | Maintenance |
| B. | Custodial | F. | Transportation |
| C. | Secretarial | G. | Head Mechanic |
| D. | Aides | H. | Mechanic |
| | 1. | | Clerical Aides |
| | 2. | | Direct Service Aides |

Section 3 – For the purpose of this Contract, the following are excluded from the bargaining unit.

- A. Cafeteria Supervisor
- B. EMIS Coordinator
- C. Network Administrator
- D. Technology Support Specialist
- E. Supervisor of Buildings and Grounds
- F. Supervisor of Transportation
- G. Administrative Office Personnel
- H. Crossing Guard

¹ Other Bargaining Unit Members will not be required to perform any Crossing Guard related duties.

ARTICLE 3 – MANAGEMENT RIGHTS

The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this Contract. It is agreed that these rights include, but are not limited to, the following which may be exercised by the Board without any requirement to negotiate on the exercise of and/or effect on members of the bargaining unit during the term of this Contract:

- A. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
- E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force in all aspects;
- I. Take action to carry out the mission of the school district;
- J. Make the rules and regulations by which the students and employees of the Board will be governed.

ARTICLE 4 – DEFINITIONS

"Day" means calendar day, unless otherwise indicated.

"Party," when used, shall mean the Association and the Board.

ARTICLE 5 – NEGOTIATION PROCEDURES

Section 1 – Initiating Negotiations

- A. All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed at the superintendent or designee; the request initiated by the Board shall be directed at the president of the Association or designee.
- B. A written reply shall be sent by the receiving party within five (5) calendar days of receipt of said request. This letter shall include:
 - 1. Time, place, and date of three (3) proposed dates for the initial negotiation session.
- C. All negotiations shall be in accordance with the re-opener provisions of this Contract.

Section 2 – Negotiations Sessions

- A. The parties shall meet at places and times agreed upon. All meetings shall be held in private.
- B. The Association and the Board shall exchange their proposals at the first meeting. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed.

Section 3 – Negotiation Teams

- A. Each team shall be made up of six (6) people of the party's choice.
- B. One consultant may be used by each of the parties in any of the negotiation meetings. The party bringing the consultant shall give the other party at least two (2) days advance notice of the consultant's name and the subject matter he/she wishes to discuss at the bargaining session.

Section 4 – Information – The designated representatives of the Board and the Association agree to make available to each other upon written request with ten (10) days, all available public information.

Section 5 – Caucuses – Either group shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length.

Section 6 – Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the designated representatives or their designees. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to ratification by the Association membership and adoption by the Board of Education.

Section 7 – Agreement

- A. When an agreement is reached by the teams, that agreement shall be reduced in writing and signed by the chairperson of each team. Each team will recommend, favorably, to its members, the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board, in writing, by the president of the Association. Upon receipt of notification that the Association has ratified the tentative agreement, the Board shall have fourteen (14) days to consider the approval or non-approval of the tentative agreement.
- B. Only if the agreement is ratified and approved by both the Association and the Board shall it become part of this Contract. No provision of the resulting agreement shall discriminate against any employee because of membership or non-membership in the Association.

Section 8 – Impasse

- A. In the event that an agreement cannot be obtained on all issues being negotiated within 60 days of the first bargaining session, either party may declare impasse on issues being negotiated. Upon the declaration of impasse, as provided herein, the parties shall jointly request the appointment of a mediator from the Federal Mediation and Conciliation Service. The parties shall have 30 days from the first bargaining session with the federal mediator to reach an agreement. If an agreement is not reached within said 30 - day period, the impasse procedures of this Contract shall be deemed to have been completed and an impasse shall exist.
- B. Once the impasse procedures of this provision have been completed and no agreement reached, and, if the Contract has expired and a 10-day notice to strike has been given to the employer and to the State Employment Relations Board by the Union, then, only in that event, shall the Association be able to exercise its right to strike pursuant to Ohio Revised Code Section 4117 on those issues being negotiated in accordance with the provisions of this Contract.

ARTICLE 6 – RE-OPENER PROVISION

If mutually agreed to by the parties, this Contract or any part thereof may be re-negotiated prior to the termination of the effective date of same. Negotiations shall begin within ten (10) days of the Agreement to re-negotiate on those specific items mutually agreed to re-open.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 1 - Purpose

- A. The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which may arise with respect to

specific claims of misapplication and/or violation of the terms of the Contract. Both parties agree that these proceedings will be confidential to the extent permitted by law. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

- B. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association. No adjustment as a result of that employee's grievance shall violate the terms of this agreement. The Association shall be notified in writing of any grievance adjustment.

Section 2 - Definitions

- A. Association – Refers to the organization officially recognized by the Board of Education representing the classified employees of the Wilmington City School District as defined in Article 2 of this Contract.
- B. Board – As used in this instrument, refers to the Wilmington City School District Board of Education.
- C. Days – Refers to scheduled work days unless otherwise indicated.
- D. Grievance Classification – There shall be three (3) types of grievances. A grievance affecting one (1) member only shall be designated as an individual grievance and a grievance affecting two (2) or more members shall be designated as a class grievance. The individual grievance shall be signed by the grievant and the class grievance shall be signed by at least two (2) members of the class. An Association grievance shall be a grievance filed by the Association for an alleged violation of specific rights guaranteed to the Association by this Contract. A class grievance and an Association grievance may be initiated at Step 3 of this procedure.

Section 3 - Procedure

Speedy Disposition - The number of days between each step shall be a maximum of five (5). If the appealing party does not take appropriate action within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The five-day limit may, however, be extended by mutual consent between the parties.

Step 1 – Any employee who has a grievance shall first discuss the matter with his/her principal, immediate supervisor or department head in an attempt to resolve the matter informally.

Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he/she shall set forth his/her grievance in writing to the supervisor. A grievance shall be filed with the principal or immediate supervisor within twenty-one (21) days after the occurrence of the event giving rise to a grievance. Failure to file the initial grievance within the twenty-one (21) day period constitutes a waiver of the grievance. If the grievance is outside the scope of the principal's or immediate supervisor's responsibility, the grievance may be initiated at Step 3 by mutual agreement of the parties. Such grievance shall be filed using the OAPSE Grievance Form (Appendix D).

A meeting shall be held within five (5) days after receipt of the written grievance with the principal or immediate supervisor. A written decision from the supervisor shall be provided to the employee within five (5) days of the Step 2 meeting.

Step 3 - The employee may appeal the supervisor's decision to the Superintendent within five (5) days of receipt of the Step 2 decision. The appeal to the Superintendent must be in writing and must set forth the grounds upon which the grievance is based.

A meeting with the Superintendent shall be held within five (5) days. The Superintendent shall communicate his/her answer or suggestions for a solution to the employee within five (5) days of the conclusion of the Step 3 hearing.

Step 4 – Mediation – If a member is not satisfied with the disposition of the grievance at Step 3, the parties, by mutual agreement, may request the assistance of the Federal Mediation and Conciliation Service ("FMCS") and the assignment of a mediator to provide grievance mediation services. The Association must request mediation within five (5) days of receipt of the Step 3 answer. Grievance mediation is a voluntary step in the grievance process.

Step 5 - Any grievance supported by the Association and not resolved to the satisfaction of the grievant shall, at the request of the Association, be submitted to the Federal Mediation and Conciliation Service ("FMCS") for selection of an arbitrator. The Association shall submit a request for arbitration within ten (10) days of receipt of the Superintendent's Step 3 decision. Administrative fees assessed by FMCS shall be shared equally between the Association and the Board.

The arbitrator shall be selected from a list of names submitted by FMCS in accordance with its rules and regulations using the alternate strike method of selecting the arbitrator. The decision of the arbitrator shall be final and binding upon the Association and the Board and it is agreed that the losing party will bear the fees and expenses of the arbitrator.

The Arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The arbitrator shall have no power to add to, subtract from or change, modify or amend any of the terms and provisions of this Agreement, or any other written agreements between the Board and the Association.

Section 4 - Representation

At all steps of the grievance procedure, the grievant may be accompanied by a representative of the Association and the administrator and/or Board may be accompanied by a representative of their choice.

Section 5 - Miscellaneous

- A. A member who participates in this grievance procedure shall not be subjected to discipline or reprisal because of such participation.
- B. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present. When possible, meetings/hearings will be held after regular school hours, or during non-working time of the personnel involved.
- C. All grievances may be withdrawn at any level of the grievance procedure. In the case of grievances filed by individuals, the employee involved has the right to withdraw the grievance at any time.
- D. When a party is required to act within a specific time period, and such time period expires on a day when the offices of the Board of Education are closed, the time period shall be extended to the next business day.

ARTICLE 8 – HOLIDAYS

Section 1 – All employees who meet the conditions and eligibility requirements set forth in 3319.087 of the Ohio Revised Code shall be granted the following days as paid holidays; Labor Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day.

Section 2 – Eleven and twelve-month employees shall be granted Independence Day, Christmas Eve Day and New Year's Eve Day as paid holidays provided they meet the conditions and eligibility requirements set forth in 3319.087, Ohio Revised Code.

Section 3 – If a holiday falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

ARTICLE 9 – PERSONAL BUSINESS DAY

Section 1 – Employees shall be granted a maximum of three (3) personal leave days per year. Such personal leave days are not deducted from sick leave and are not accumulative from year-to-year. Personal leave days will be requested electronically using the all-purpose Request for Leave form.

Section 2 – Personal leave days may not be taken on the following days unless expressly approved in writing by the Superintendent:

1. The day immediately preceding or following a holiday or other break;
2. The last week of the school year;
3. The first five (5) days of the school year;
4. A day before or after an unpaid day.
5. Leave cannot be used for employment with another employer.

Section 3 – The use of personal leave days shall be requested from the immediate supervisor. Except in emergency situations, requests for the projected use of a personal day shall be directed to the immediate supervisor at least 48 hours prior to the designated day. In an emergency situation, the notification may be done verbally to the immediate supervisor or other administrator and the proper form shall be completed and filed with the immediate supervisor immediately upon return to duty. The Supervisor must provide a response no later than twenty-four (24) hours before the designated day off.

Section 4 – The immediate supervisor shall forward the employee's request to the Superintendent at least 24 hours prior to the designated day.

Section 5 – It is understood that personal leave days are to be used by the employee to conduct personal business that cannot be conducted outside the school hours. It is also understood that such days shall not be used for recreational or vacation purposes.

Section 6 – Personal leave may be used for full day or half (1/2) day absences or quarter (1/4) day absences by employees who are regularly scheduled to work six (6) or more hours per day. For use of quarter (1/4) day absences, bargaining unit members will be expected to assist their supervisors in arranging for coverage of their duties, if needed, from bargaining unit members within their assigned work groups.

Section 7 – Unused personal leave will be converted to the employee's accumulated unused sick leave balance at the end of the school year on a one-to-one basis (1 day of unused personal leave becomes 1 day of accumulated sick leave).

ARTICLE 10 – ASSOCIATION RIGHTS

Section 1 – The release of personnel to serve as official delegates shall be limited to One delegate for each one hundred (100) members of the Local (or fraction thereof) and the Local President for the Annual OAPSE Conference. The number of days without loss of pay shall be limited to no more than three (3) days annually.

Section 2 – With prior approval of the school principal, supervisor and/or Superintendent, the following will be made available to the Association:

- A. Use of intra-district mail service, fax machine, duplicating machine, telephone and e-mail subject to the Board's acceptable use policy.
- B. Space for a bulletin board in each school building, transportation facility and maintenance office for the posting of union notices. Such notices will be subject to review by the Superintendent. If the Superintendent believes that the material is

inappropriate to the school environment, he/she shall consult with the Association President and attempt to resolve the issue. Material that is derogatory or highly controversial may not be posted.

C. Use of school buildings for Association meetings.

Section 3 – The Association President will receive a copy of the Board's agenda, minutes and a summary of the Treasurer's regular monthly report if such report is provided to the Board.

Section 4 – The Union President or designee will be afforded the opportunity to meet privately with newly hired employees at the Board Office. The Employer must inform the President of all new hires and of the time and date to meet, or as the parties may mutually agree. This meeting shall last no longer than thirty (30) minutes. Notification of this meeting shall be made not less than three (3) days prior.

ARTICLE 11 – OVERTIME/PREMIUM PAY

Section 1 – The Board shall pay an employee for overtime at a wage rate of one and one half (1.5) times the employee's wage rate for all hours worked over forty (40) in a week.

Section 2 – Any employee required to work on a paid holiday shall be paid double (2) times his/her regular rate in addition to his regular pay for hours actually worked. The worked holiday hours shall be included in the compensation of overtime.

Section 3 – Any employee not regularly scheduled to work on Sunday shall be paid double (2) times the regular rate for all required Sunday work.

Section 4 – A bonus of \$0.30 per hour shall be paid, in addition to the negotiated wage scale, to employees who work a majority of their hours on the second or third shifts. This bonus shall be paid to all second or third shift employees.

Section 5 – In the event overtime is needed, employees in the same classification will be notified by email. Employees who respond to the overtime request will be assigned by seniority rotation. If no regular bargaining unit employee accepts the work, the District will fill the time with a substitute employee. Employees may choose to take overtime pay or compensatory time with the approval of the Superintendent or his designee.

Section 6 – Employees may not hold two (2) part time positions that will cause the regular payment of overtime compensation. This provision does not apply to employees hired prior to July 1, 2014.

Section 7 – If an employee performs the duties in another position or classification, based upon a leave of absence of one (1) week or more of a higher paid employee, the transferred employee will be paid the higher rate of pay if actually performing the duties, as determined by the Director of Business Operations, of the higher ranked/paid position.

In the event a head cook or head custodian is absent for one week or more, the most senior first, second or third shift employee in that building will be offered the opportunity to move into that role for the length of the leave of absence.

ARTICLE 12 – SICK LEAVE

Section 1 – Sick leave for school employees shall be granted, accumulated and administered in compliance with Section 3319.141 of the Ohio Revised Code.

Section 2 – Regular employees accumulate fifteen (15) days per year at the rate of one and one-fourth (1.25) days per month to a maximum of two hundred forty (240) days.

Section 3 – An employee may draw against his/her accumulated sick leave for absence resulting from personal illness, injury, pregnancy, for absence resulting from exposure to a contagious disease which could be communicated to other employees or for illness, injury or death in the employee's immediate family, distant family and friends. An employee may use up to two weeks prior to delivery and up to four weeks following delivery in the case of pregnancy. Utilization of additional sick leave for pregnancy will require certification from attending physician. The use of sick leave for pregnancy would be treated as any other illness.

Section 4 – Employees shall provide a written, signed statement to justify the use of sick leave time. Such statement shall be presented to the proper administrative officer immediately following absence for which sick leave is to be applied. Each individual is responsible for the submission of this statement to the proper officer within forty-eight (48) hours after the employee's return to work. If medical attention is required, the employee's statement shall list the name and address of the physician and the dates on which he/she was consulted.

Section 5 – Attendance Policy

- A. The Business Director and the Association President as well as one designee each, shall serve as the Attendance Review Team, and shall jointly review, on a confidential basis, the attendance of members in the bargaining unit.
- B. In the event sporadic and/or excessive absences are noted, the Team shall jointly attempt to ascertain the reason(s). Depending upon the apparent cause(s) of the absence, the Team may offer various types of assistance to the member in helping to resolve the attendance issue.
- C. If sporadic and/or excessive absences within a school year (July 1-June 30) are referred to the Attendance Review Team for the same member twice within a three (3) year period, and no improvement is noted, such history may be referred to the Office of Human Resources to determine whether further action is necessary. The Office of Human Resources, in reviewing any referral, shall consult with the OAPSE President prior to any action it may deem necessary. Such action may include one or more of the following:
 - 1. May include attendance as part of the evaluation process;

2. Future absences require documentation by a physician's statement;
3. Other consequences deemed appropriate, including progressive discipline.

ARTICLE 13 – MATERNITY LEAVE

Section 1 – If an employee becomes pregnant and desires to remain a member of the classified staff, she must make formal application to the superintendent for a leave of absence to become effective at the end of the fifth month of pregnancy with such application specifying a return date. Any such employee desiring to work beyond the end of the fifth month of pregnancy shall be permitted to do so provided she files with the Superintendent a written certificate from her physician that further service would be not detrimental to her health nor would it jeopardize the satisfactory termination of the pregnancy. Maternity leave shall be up to one (1) year without pay.

- A. Such certificate shall indicate the date when the employee's physician is of the opinion that her services should be discontinued and shall be presented to the superintendent at least two weeks prior to the discontinuance of service so that ample time is provided to obtain a suitable substitute.
- B. If, at any time during the term of the pregnancy, the superintendent is informed that such employee is unable to satisfactorily perform her duties by reason of said pregnancy, the superintendent may request such employee to furnish to him/her a certificate in writing by her physician that such employee is physically and mentally able to continue her service.

Section 2 – Classified staff personnel may return to service from a maternity leave on the date specified at the time of the granting of the leave, upon presenting a formal certification to the superintendent that said return would not be detrimental to the health of said staff member. It is assumed that said staff member will fully apprise her physician of the specifications of her position, or comparable positions, so that the physician's certification will reflect a complete knowledge of the physical demands of said position. A return to some form of part time or limited service will not be permitted.

Section 3 – A classified staff member who is adopting a child less than one year of age shall be entitled to a leave of absence not to exceed one year without pay for maternity reasons to begin at the time of the receipt of the custody of the child.

Section 4 – Every effort will be made by the Superintendent to reinstate staff members returning from maternity leave to the original, or a comparable position. If the availability of substitutes precludes this possibility, reinstatement will be made in an assignment for which the staff member is qualified.

ARTICLE 14 – VACATION

Section 1 – All eleven and twelve month employees of the Board of Education will be granted vacation leave in accordance with Section 3319.084 of the Ohio revised Code, in the following manner:

- A. After one full year of service and annually thereafter, employees will receive two (2) weeks vacation with regular pay.
- B. After ten (10) full years of service and annually thereafter, employees will receive three (3) weeks of vacation with regular pay.
- C. After fifteen (15) full years of service employees will receive one additional day of vacation for each year of service over fifteen until the employee reaches twenty (20) years of service. After twenty (20) full years of service and annually thereafter, employees will receive four (4) weeks of vacation with regular pay.
- D. Employees shall be required to give a two (2) week notice during the school year and at least a five (5) day notice during the summer recess prior to taking the requested vacation.
- E. An employee is entitled to carry over a maximum of two (2) weeks vacation into a subsequent school year

ARTICLE 15 – SCHOOL CLOSINGS

Section 1 – In the event school is closed/cancelled due to inclement weather or otherwise, at the direction of the Superintendent:

- A. For the first 6 days, bargaining unit members shall not be required to come to work with no loss of pay.
- B. Unless expressed by the Superintendent, for each day thereafter, there shall be a one (1) hour delay for bargaining unit members to report to work. A bargaining unit member may elect to take a personal or sick day in lieu of attendance should he/she deem it unsafe to travel to work.
- C. When a delayed start is ordered due to inclement weather or otherwise, the member work day will be reduced by the same amount as the delay.

Section 2 – In the event the Superintendent expressly directs Staff to remain at home the head custodian must report for work to check that each building is safe and secure. If the building is safe and secure, then such head custodian should be allowed to return home for the remainder of the day unless otherwise needed and directed to do so without a loss of pay.

Section 3 – Any employee required to work during the first six (6) closed/cancelled days due to inclement weather or otherwise of any school year shall be paid their regular hourly rate for all hours worked, over and above their inclement weather or otherwise day's pay.

Section 4 – Employees working a second or third shift may call their supervisor if inclement weather occurs during said shift for direction as to whether or not they should remain at work because of the weather.

Section 5 – In the event of a delay or closing, caused by inclement weather and called by the administration, when a driver/bus aide is already in active pay status, then he/she will be paid two (2) hours at their regular rate of pay.

Section 6 – In the event of a delay in the start of school, employees will report at the start of school without loss of pay.

ARTICLE 16 – TRANSFER, PROMOTION AND SENIORITY

Section 1 – Transfers – Assignments shall be made according to the needs of the school system. Such assignment shall be by mutual agreement whenever possible. In the event of a disagreement on assignment, the decision of the superintendent shall be final. Temporary assignments may be made in emergency situations and not for more than one hundred twenty (120) days. Such assignments shall be only for the duration of the emergency. If transferred to a higher paid position the employee will be paid the higher rate of pay. If transferred to a lower paid position, the employee will maintain their higher rate of pay.

Section 2 – Posting and Seniority

- A. In the event positions become vacant within a job classification and are to be filled by the Board, such position shall be communicated via email notification and shall remain open for a period of seven (7) days so that bargaining unit members may be notified of the availability of these vacant positions. The postings shall contain the position building, shift, hours of work, and rate of pay.

If a person currently working the classification of the vacancy files a written request assigned to the vacant position, he/she shall be awarded the vacant position, provided he/she is qualified to perform the duties of the position. If two or more employees from the same classification as the posted vacancy apply for the vacancy, it shall be awarded to the employee with the most seniority in that job classification if he/she is qualified to perform the duties.

During the summer months, employees who have notified the superintendent or designee of their desire for different positions shall be notified by e-mail and the auto dialer of any vacancy that occurs during the summer if it is a position for which he/she has indicated, in writing, he/she would like to be considered.

- B. For the purpose of this Agreement, seniority shall be defined to be a number of continuous days, months and years of service with the Wilmington Board of Education in a job classification. For the purpose of this provision, the job classifications shall be cafeteria, custodial, secretarial, aides, clerical aides, direct service aides, maintenance, mechanic and transportation.

In the event two or more employees have the same seniority within a job classification, then the employee with the greatest continuous employment seniority with the Wilmington Board of Education shall be awarded the position if otherwise qualified.

If two or more employees have identical seniority dates after following the above process, the date of application for employment with the Board shall be used in determining the order of seniority.

- C. An employee who applies for a vacant position in a classification in which he/she has not worked for the Board, shall be given first consideration for the position and an interview, and if he/she has given the proper authorities appropriate notice of his/her interest in the position as provided herein.

If an employee is transferred to a higher classification or position, he/she shall be placed on the new salary schedule at the step which is nearest his/her hourly rate of pay at the time of the transfer. In no event shall the placement on the new salary schedule result in a reduction in pay.

Any employee who bids for a position and is awarded the position that would pay the employee less than he/she is currently making shall receive the lower rate of pay notwithstanding the provisions of this Article.

- D. It is agreed that the provisions of this Article shall supersede and replace the Civil Service Laws of the State of Ohio (Chapter 124 of Ohio Revised Code) with regard to the assignment, transfer, promotion, discipline, and hiring of employees to bargaining unit positions.
- E. All postings shall be in a timely manner and the Board will strive to fill a posted vacancy with a permanent employee within thirty (30) days of the close of the posting.

ARTICLE 17 – DISCIPLINE

Employees shall be suspended and/or disciplined in compliance with the progressive discipline procedure set forth below.

- A. Based upon the severity of the situation, disciplinary action may warrant deviation from the below procedural order:
 - 1. Oral Reprimand – noted in personnel file
 - 2. Written Reprimand
 - 3. 3-Day Suspension without pay
 - 4. More than 3-Day suspension without pay
 - 5. Termination
- B. Any written record of disciplinary action will be kept in the employee's active personnel file. Bargaining unit members will be given an opportunity to sign any written record of disciplinary action before it is placed in the employee's personnel file. The employee's signature does not constitute agreement with the disciplinary action but it does acknowledge that the employee is aware that the disciplinary action is in the file. If an

employee refuses to sign the record of disciplinary action, the Administration will note the refusal on the recorded disciplinary action. Employees have the right to attach a letter of rebuttal to any disciplinary action they disagree with. Letters of rebuttal must be submitted to the Superintendent within ten (10) work days from the date of the disciplinary action is issued. If the employee requests representation, he/she shall have a right to a representative from OAPSE, Local #486 at any disciplinary hearing. The OAPSE Field Representative may also attend the hearing, however, the scheduling of a disciplinary hearing shall not be unduly delayed for representation and in no event will the hearing be postponed for more than two (2) work days. During a delay due to the unavailability of the employee's OAPSE Field Representative, the employee may be suspended without pay. The Superintendent or his/her designee may reschedule a disciplinary hearing if requested by the Local Union President.

1. If the Administration is considering suspending for more than three (3) days or terminating an employee, the Superintendent or his/her designee will furnish the employee with a written notice setting forth the reasons for considering the employee's suspension or termination at least twenty-four (24) hours in advance of the pre-disciplinary hearing.
 2. Prior to the actual suspension for more than three (3) days or termination of the employee, the Superintendent or his/her designee will conduct a hearing to provide an opportunity for the employee to offer an explanation and to consider the Administration's evidence.
- C. No employee shall be subject to discipline except for just cause, commencing with A.3. in the above procedure. Oral or written reprimands may be appealed to the Superintendent. Suspension or termination may be directly appealed to Step 3 of the Grievance Procedure (Article 7).
- D. Discipline will be administered in a timely manner. Oral or written reprimands will be administered within twenty (20) work days of the act or violation or within twenty (20) work days of the supervisor/administrator becoming aware of the act or violation unless legal consideration dictate otherwise. Suspensions of three (3) days or terminations will be administered within ten (10) work days of the hearing provided in section B(2) in this Article. The administration will notify the Local Union President, in writing, of a bargaining unit member's discharge within five (5) work days of the action.

ARTICLE 18 – DUES CHECK OFF

Section 1 – The Board agrees to deduct from or check off on the wage of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and Local 486, upon the presentation of a written authorization executed by an employee.

Section 2 – Dues deductions authorization shall be continuous once requested, for the duration of this Agreement, except that such an authorization may be revoked by the employee, in writing, and must be received at the OAPSE State Office, 6805 Oak Creek Drive, Columbus, Ohio 43229 for approval, during the last ten (10) days of this contract.

Section 3 – Dues deductions shall be made in twenty four (24) equal installments. Once deducted, dues money shall be forwarded to the State Association with a list of dues payers. Employer will supply W-2 information annually and the Union will notify the employee of the amount to be deducted.

Section 4 – The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5 – Fair Share Fee

- A. Each person newly hired who is not a member of the Union shall after sixty (60) calendar days of initial employment, will be obligated to pay the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share fee exceed Union dues covering the same period of time. Effective September 1, 2001 members of the bargaining unit who are not currently members of the Union are not required to pay the Fair Share Fee. However, if at some future time they join the Union and subsequently withdraw from the Union they will be required to pay the Fair Share Fee as a condition of employment.
- B. The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the employee and its payment to the Union after the sixty (60) day grace period, shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that Union dues are deducted.
- C. The Board will supply the Union with the amount of gross earnings for each unit member for the previous calendar year or the salary notices for new employee by July 15th of each year. The Union shall provide a list of names and the amount of dues or fair share fees to be deducted for each. Union dues and fair share fees, as certified by the Union annually on August 15, shall be deducted in twenty-four (24) equal installments beginning with the first pay period in September and ending with the second pay in August. The Union agrees that dues and fee deductions for Wilmington City, Local #486, shall be paid directly to the OAPSE State Office with a list for whom deductions were made. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates.
- D. The Union warrants to the Board that it has established an internal rebate procedure which will be maintained during the term of this Agreement in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all

applicable state and federal laws and the Constitution of the United States and the State of Ohio.

- E. The foregoing provisions regarding fair share fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable state and federal laws and Constitutions of the United State and the State of Ohio.
- F. The Union shall defend and indemnify the Board, its members, and its administration and supervisory employees, including but not limited to the Board's Treasurer (all hereinafter, the "defendants"), for, and hold them harmless from, any and all liability, damages including any punitive damages, and expenses, directly or indirectly incurred by the defendants, or any of them, because of any legal action or administration claim brought against them as a result of the provisions of this Article.

ARTICLE 19 – SEVERANCE PAY

In accordance with Sections 142-291 and 124.39 of the Ohio Revised Code, the Wilmington City Board of Education shall, at the time of retirement of an employee and participation in the School Employees Retirement System, grant payment of one-quarter (.25) of the number of days of such employee's unused accumulated sick leave not to exceed sixty (60) days. The daily rate at the time of retirement shall be used to determine the amount of such pay. Said pay to be made in a single payment at the time of retirement. Upon service retirement from the Wilmington City School District, a bargaining unit employee with less than five (5) years service to the Wilmington City Schools but a combined total of ten (10) or more years with the State of Ohio, any political subdivision or any combination thereof shall be entitled to payment equal to one-fourth (.25) of the value of the employee's accrued but unused sick leave credit payable at the employee's rate of pay at the time of service retirement, not to exceed thirty (30) days. An employee who resigns for purposes of service retirement with a total of less than five (5) years service to the Wilmington City School District or a combined total of less than ten (10) years service the State of Ohio, any political subdivision, including the Wilmington City school District, or any combination thereof shall not be eligible for severance pay.

ARTICLE 20 – PERSONNEL FILE

Section 1 – Before non-routine materials are placed in an employee's personnel file, the member shall have the opportunity to review and sign/initial such documents to verify his/her awareness of the information. An employee's refusal, if any, to sign/initial will be noted on the document. An employee may inspect his/her personnel file at a time designated by the Human Resources Director or Treasurer during business hours of the District's administrative offices so long as the employee provides reasonable advance notice of not less than one (1) business day. If desired, a union representative may accompany the employee to review the file. An administrative representative will be present at all times during the file review. Upon request, an employee will be provided one (1) copy of personnel file materials at no cost.

No anonymous material or allegations shall be placed in a member's personnel file or made a matter of public record. Disciplinary materials/reprimands will be removed from an employee's

personnel file after three (3) years provided no similar or substantially similar misconduct has occurred from the time of the original reprimand.

An employee may, within thirty (30) days of notice that non-routine material was placed into his/her personnel file, reply to any material in his/her file which he/she may deem to be critical of him/her and have such reply attached to the critical material.

Section 2 – An evaluation by an appropriate administrator will be completed for each bargaining unit employee based upon the following schedule which shall not preclude additional formal or informal evaluations if deemed necessary or appropriate by the supervisor:

Annually for employees with one (1) to three (3) years experience in the Wilmington City Schools;

Every three (3) years for employees with six (6) or more years of experience in the Wilmington City Schools.

A copy of such evaluation will be provided to the employee. An employee may submit a written response or comments regarding his/her evaluation and such response will be attached to the evaluation and kept in the employee's personnel file.

Section 3 – Pursuant to Chapter 1347, a member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent or designee to conduct an investigation related to the validity of the claim. Any information which is found to be inaccurate, irrelevant, incomplete or untimely will be removed from the member's file. A challenge to the contents of an employee's personnel file is subject only to the provisions of Article 7, Grievance Procedure. This Section is intended to wholly supersede and replace the provisions of R.C. Chapter 1347.

ARTICLE 21 – JURY DUTY

Employees of the Board of Education, by law, have an obligation to serve as jurors when called. The Board pursuant to O.R.C. Section 3313.211, shall pay full time, hourly and per diem employees their regular pay for each day they service on jury duty, provided the employee pays to the Board of Education all compensation he/she received for serving on the jury. The employee shall receive his/her regular paycheck while on jury duty and the employee shall turn over his/her pay received for jury duty immediately upon his/her receipt of same to the treasurer of the Board.

Any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after, shall be relieved from work with pay on any day he/she serves on jury duty.

ARTICLE 22 – LAYOFF AND RECALL

Section 1 – Layoff becomes necessary in a job classification due to abolishment of positions, lack of funds or lack of work. The following procedure shall govern such layoff:

- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
- B. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of appointment to the present classification. Authorized leaves of absence, except for maternity leave without pay, do not constitute a year of service for seniority purposes. The employee with the least seniority within a job classification, has the right to displace any employee with less overall continuous seniority in the affected job classification series, who is in any lower paying job classification in the displacing employee's same classification series.
- C. The following classification shall be used for the purpose of defining classification in the event of layoff:
 - 1. Cook, Food Service Coordinator
 - 2. Custodian, Head Custodian
 - 3. Elementary School Secretary, Secondary School Secretary
 - 4. Aides, Clerical Aides
 - 5. Direct Service Aides
 - 6. Maintenance I, Maintenance II
 - 7. Transportation Specialist
 - 8. Mechanic, Head Mechanic
- D. The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off.
- E. Fourteen days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
 - 1. Reasons for the layoff or reduction.
 - 2. The effective date of layoff.
 - 3. A copy of the layoff and recall provisions of this Contract.

- F. For the classification in which layoffs occur, the Board shall prepare a reinstatement list and the name of all employees who have been laid off shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.
- G. Vacancies which occur in the classification of layoff shall be offered to and accepted within seven (7) days of receipt of notice by the employee standing highest on the layoff list. Any employee who declines reinstatement or fails to respond within seven (7) days of receipt of notice of recall shall be removed from the reinstatement list.
- H. The notice of recall shall be made by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement seven (7) days after postal delivery by certified mail was attempted.
- I. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.

ARTICLE 23 – LEAVES OF ABSENCE

Section 1 – Upon written request, the Board may grant a leave of absence without pay, for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. Employees granted such leaves shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.

Section 2 – Assault Leave – An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon said employee, which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall subject to the approval of the superintendent, be granted up to fifteen (15) working days of assault leave. During such assault leave, said employee shall be maintained on full pay status. Assault leave will not be granted under this policy unless said employee:

- A. Has signed a written statement justifying the granting and use of assault leave;
- B. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. Agrees to file criminal charges against the person or persons involved.

Falsification of these statements shall be grounds for suspension or termination of employment.

At the request of the Board and at the Board's expense, an employee requesting assault leave shall submit to a medical examination by a doctor selected by the Board.

Section 3 – Military Leave – Military Leave shall be granted in accordance with Section 3319.085, Ohio Revised Code. National Guard Duty and Reserve Leave shall be granted in accordance with Section 5903.08, 5923.05 and 124.29, Ohio Revised Code.

ARTICLE 24 – JOB DESCRIPTIONS

Section 1 – The Association shall be furnished a copy of the job descriptions of each classification covered under the terms of this Agreement within thirty (30) days of the signing of this agreement.

Section 2 – Prior to any change in any job description covered under this Agreement, the Association shall be notified of such changes anticipated and the effective date of such change. Employees will receive copies of their job descriptions and any changes on or before the effective date of the change.

ARTICLE 25 – WORKERS' COMPENSATION

All employees covered under this Agreement are protected under State Workers' Compensation Act of Ohio.

ARTICLE 26 – MILEAGE

Any employee of the bargaining unit, who is required to use his /her personal automobile for district business at the direction of the superintendent or his /her designee, shall be reimbursed at the rate established by the Board of Education. Employees shall not be reimbursed for their routine commuting between home and school.

ARTICLE 27 – RELEASE TIME FOR MEALS

All employees working five (5) or more consecutive hours per day shall be entitled to one-half (½) hour of uninterrupted release time without pay for a meal at a time to be determined by his/her supervisor.

The employee will be allowed to retire to an area within the assigned building which is apart from the designated work station.

ARTICLE 28 – LABOR/MANAGEMENT MEETINGS

If both parties agree, the Superintendent or his/her designee shall meet once every two months on an agreed time with up to four representatives of OAPSE to discuss matter of concern to the Association and the Board.

ARTICLE 29 – PROVISIONS CONTRARY TO LAW

If any provision of this Contract shall be found to be contrary to law, then that provision shall be

deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.

ARTICLE 30 – COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter referred to or covered in this Agreement, or with respect to any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement. It is further agreed that the Board has no obligation to bargain collectively during the term of this Agreement with respect to the exercise of any rights retained by it pursuant to Article III of this Contract.

ARTICLE 31 – SALARY AND INSURANCE BENEFITS

Section 1 – Effective July 1, the Board shall provide members three percent (3.0%) per step wage increase in 2017 and a two and one-half percent (2.5%) increase in 2018 and 2019.

Increases to base rates will be applied, prior to application of the base increase, referenced above, as follows:

Bus Drivers – \$.55
Mechanics – \$1.00
Maintenance – \$.50
Head Custodian – \$.40
Custodian – \$.40

Section 2: A member who does not elect to participate in the Board's health insurance plan will receive a yearly stipend of eight hundred (\$800.00) dollars. A member shall notify the Treasurer's office of his/her interest in receiving this stipend by sending a written note no later than June 30. Any married couples who are first employed by the District or married on or after July 1, 2014, and who participate in the Board's health insurance plan, will be provided one (1) family plan and will be ineligible for a yearly stipend as referenced above.

All members of the bargaining unit working 25 hours or more per week shall receive the following insurance benefits. All bargaining unit members working 17.5 or more hours per week and eligible for insurance as of the effective date of this change will maintain eligibility for insurance benefits based upon the eligibility provisions in effect during the 2004-2005 school year. Any employee hired on or after July 1, 2005, any new enrollee, or employee who voluntarily accepts a position with fewer than twenty-five regularly scheduled hours after July 1,

2005 will be ineligible for insurance benefits. The spouse of a new employee hired after July 1, 2005 must accept his or her employer's insurance plan, if available, as the spouse's primary insurance carrier.

- A. A revised health insurance plan (*see page 32*) or equivalent with the Board contributing the following percentage toward the monthly premium, shall be implemented on October 1, 2017:

Single Plan – 90% of the premium.

Family Plan – 80% of the Premium

- B. The Board shall purchase group term life insurance for each eligible member in the amount of fifty thousand dollars (\$50,000) paying 100% of the premium. Such insurance shall include provisions for double indemnity in the case of accidental death, dismemberment, waiver of premium due to disability, and conversion privilege as well as guaranteed insurability.
- C. Current dental plan as provided for the Teachers or equivalent. The Board will continue to pay 100% of the premium until 10/1/2012, at which time the Board will begin to pay ninety percent (90%) of the premium for said coverage.
- D. The Board will provide single or family vision coverage for all eligible members. The Board will pay ninety percent (90%) of the cost of the plan.
- E. The Board will pay the cost of a commercial license for regular bus drivers employed by the Board, and renewals as well, provided the renewal is not required because of the employee's poor driving record.
- F. The Board will pay the cost of bus driver's annual abstract.
- G. The Board will pay the cost of custodian boiler licenses.
- H. The Board will pay a Head Mechanic and/or Mechanic twenty-five cents (\$.25) per hour for each A.S.E. Certificate earned and/or maintained. In the event an employee earns the designation "master mechanic" he/she will be paid an additional one dollar (\$1.00) per hour as long as the employee holds such designation.
- I. Members' share of the monthly insurance premiums shall be processed through a Section 125-A Internal Revenue Code Plan.
- J. The Board shall utilize electronic direct deposit for payment of all member salaries/wages on a schedule of twenty-four (24) pays annually. Pays will occur on the 10th and 25th of the month. If the payday falls on a holiday or a Saturday/Sunday the pay will be received on the previous business day.

- K. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first become eligible to retire through the School Employees Retirement System, he/she shall receive a lump sum payment equal to 35% of his/her accumulated but unused sick leave. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the School employees Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to the severance pay provision of this contract upon retirement.

Retirement eligibility shall be defined by the School Employees Retirement System.

Payment pursuant to this provision may be made in two equal installments as follows:

1. Payment will be made at the next payroll after the Treasurer's receipt of written confirmation from SERS that the employee is retired and receiving SERS benefits.

This super-severance benefit shall be available only to employees who are employed by the Board and working for the Board as of September 12, 1995, and thereafter.

Section 3 – When an employee is required to work outside his/her regularly scheduled hours and such hours are not a continuation of the employee's scheduled shift on that day, he/she shall receive a minimum of two (2) hours pay at his/her regular hourly rate if the additional hours/schedule change results in a period of unpaid down time of thirty (30) or more minutes.

Employees will be paid their regular hourly rate for attendance at required meetings but will not be entitled to the minimum two (2) hour compensation described above unless such meeting extends for a period of two (2) or more hours.

ARTICLE 32 – SERS RETIREMENT PICK-UP

The Board shall designate each employee's mandatory contribution to the School Employees Retirement System of Ohio as "picked up" by the Board although it shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board, as subject to federal and state income tax, shall be the employee's total gross income reduced by the then current percentage amount of the Employee's mandatory SERS contribution. No employee's total salary shall be increased by such "pick-up" nor shall the Board's total contribution to SERS be increased thereby. There shall not be increased cost to the Board except incidental administrative costs necessary to implement this program.

It is expressly understood that all employees covered by this Collective Bargaining Agreement shall be subject to this provision as a condition of their employment.

The members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they assume any and all liability as a result of an adverse ruling by the Internal Revenue Service.

ARTICLE 33 – ATTENDANCE BONUS

Sick Leave Incentive-In an attempt to assure a high level of quality services and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be provided to those who achieve at least a ninety-seven percent (97%) attendance rate during these time periods based solely on their use of sick leave.

1 st Quarter	One Hundred Dollars (\$100.00)
2 nd Quarter	One Hundred Dollars (\$100.00)
3 rd Quarter	One Hundred Dollars (\$100.00)
4 th Quarter	One Hundred Fifty Dollars (\$150.00)

Payments shall be made in February and on or before July 15. The first quarter commences on July 1 and the fourth quarter ends on June 30.

ARTICLE 34 – COMPENSATION FOR OUTSIDE GROUPS

Section 1 - Custodians performing services for groups in any school building during hours outside the custodians' normal working hours will be compensated for all hours worked for said groups. The work shall include setting up chairs for the area use, monitoring the activity, being available to said group, protecting the security and care of buildings, unlocking and securing the building, returning equipment to storage, closing down area, cleaning and having building ready for school the next day.

Section 2 - Cooks performing services for groups in any school building during hours outside the cooks' normal working hours will be compensated for all hours worked for said groups. The work shall include opening the kitchen, setting up and preparing the kitchen area for use, cleaning and closing down area, and having the building ready for school the next day.

ARTICLE 35 – FIELD TRIPS AND ADDITIONAL RUNS

- A. Field trips or additional runs shall be assigned on a seniority rotation of the drivers who attend the weekly trip meeting. Field trips and additional runs will be posted in a designated area by 2:00 pm. the day before the trip meeting. Additional trips that are added by 9:00 a.m. the following day will be added to the list. Drivers on a trip during the trip meeting will be notified of trips added to the list. If there are more drivers than trips available at the trip meeting, the trip rotation the following week will begin with the most senior driver that follows the last assigned driver. A week is defined as Sunday through Saturday.

- B. Trip meetings will be held on Friday at 9:30 am. In case of inclement weather or altered schedule, a different day or time will be posted prior to the meeting.
- C. Drivers must be present at the trip meeting to get a trip. If a driver is on a trip, assigned route, or school business, the driver must provide a list of desired trips to the Transportation Supervisor before the trip meeting. If a driver is out on sick leave, he/she is not eligible to participate in the trip meeting.
- D. Substitute drivers will be scheduled to drive additional trips if a regular full-time driver is not available. A licensed qualified driver may be assigned to drive for field trips which are related to his/her department, class, or vocational area if a regular full-time driver or substitute driver, in that order, is not available. Van trips can be assigned to a certified driver associated with the group/class.
- E. Drivers are not able to select a trip if they are already committed to another extra run, including assigned noontime routes. (For example: If a Driver has selected a tutoring route, he/she will not be able to pick a trip at a trip meeting or a posted trip for the same time they are scheduled for the extra run). A driver is permitted to select a trip, if such trip is overnight or in excess of six (6) hours.
- F. Emergency trips are those additional trips that the Transportation Supervisor has less than one (1) hour to fill. These trips will be filled at the sole discretion of the Transportation Supervisor.
- G. Transportation Supervisor will provide the assigned driver with a completed trip ticket for all trips.
- H. Cancellations, non-assigned trips, non-timely postings.
 - 1. If trips are cancelled, the affected drivers may choose to take the cancelled rescheduled trip provided it is rescheduled before the next trip meeting or go to the top of the rotation in seniority order at the next trip meeting. When there are multiple cancellations in a week he/she would still have the choice to take the rescheduled trips. However, if the driver elects to go to the top of the rotation, he/she would only get one (1) first pick.
 - 2. Any cancelled trips, trips that come in after the trip meeting, or trips that are not assigned at the trip meeting will be posted on the board by the Transportation Supervisor and awarded by seniority.
 - 3. If a trip is cancelled and the Driver shows up without being notified, that driver shall be paid for two (2) hours. The Supervisor or person in charge of the trip must contact the driver by phone not less than 30 minutes prior to the trip. If a trip is cancelled after the driver has left, the driver will be paid for time worked or a minimum of two (2) hours.

4. If a driver cancels a trip, he/she will not be eligible to bid on trips at the following week's trip meeting. He/she will then go to the bottom of the seniority list for bidding purpose only regarding the trips posted on the Board.
 5. A Driver, who becomes ineligible due to cancelling a trip, may become eligible for a trip on the Board provided all other Drivers were offered the trip, but prior to assignment by reverse seniority.
- I. Drivers shall be paid their regular rate of pay for additional runs during their regular working hours.
 - J. Drivers shall be paid fifteen dollars and twenty-five cents (\$15.25) per hour for field trips.
 - K. If trips are not filled by drivers at the trip meeting the trip will be posted on the board. If no one signs up for a trip or extra run, the Transportation Supervisor will assign the trip to the least senior driver in a continuous reverse seniority rotation. If a driver misses a forced assignment because the driver is on a trip, assigned route, absent, or school business, they will be first on the next forced assignment. If there are multiple forced assignments, the most senior driver may choose their trip first. At the beginning of each school year, the seniority rotation starts with the least senior driver.
 1. A driver will be afforded one (1) opportunity throughout the school year to decline a forced assignment.
 2. If a forced assignment is cancelled, the driver will remain on the list in their current position and the trip will not count as a cancelled trip for the purposes of selecting trips at the next trip meeting.
 - L. When a trip requires a stay overnight, the driver will be deducted eight (8) hours for required sleep time.

ARTICLE 36 – TRANSPORTATION

- A. Route Times
 1. Route time starts at the time the bus is assigned to leave the bus compound until the driver arrives back at the end of the assigned route. A route is a series of pickups and/or drop-offs of students to include but not limited to the a.m., midday, kindergarten, preschool, and the p.m. routes. Drivers will retain their route from year to year to avoid annual bidding of routes. Tutoring routes shall be separately bid on a monthly basis. Tutor runs will be paid a two (2) hour minimum.
 2. While establishing route times, drivers will be paid for all hours worked to the next quarter (1/4) hour. Drivers will be given thirty (30) minutes beyond their established route time for pre-tripping their bus, fueling, and sweeping at their regular rate of pay. Drivers are responsible for washing their bus a minimum of

(4 times per year) but not more than eight (8) times annually. Bus washing shall be paid at the field trip rate and limited to one hour's pay.

3. If a driver's route requires more time than the assigned time, the driver's pay will be adjusted to reflect the increase. If the time increases by 30 minutes or more, the route will be posted.
 4. If a driver's route requires less time than the assigned time, the driver's pay will be adjusted to reflect the decrease. If a driver's time decreases by 30 minutes or more, the driver can choose to continue with the route at a reduction in their pay/benefits or bump a less senior driver. Bumping shall occur until all routes are filled.
 5. The Transportation Supervisor will verify any changes in time to the route through riding, observations, etc. Once a driver has "pink sheeted a route for thirty (30) days, the route will be re-timed and then either the route is posted or the driver receives additional compensation.
 6. Upon request, a driver will receive one (1) copy of his/her student write-ups and suspensions.
- B. Drivers will be paid six (6) hours at his/her regular rate of pay for preparation of paperwork required by federal, state, or local regulations. Drivers will receive two (2) hours of pay after their route sheets are completed and turned in, and one-half (1/2) hour each month for a total of 6 hours. Route sheets must be kept up to date and reconciled provided to the Transportation Supervisor for review upon request or at least once a month. Routing information, including but not limited to the number of students and location of drop-offs/pick-ups shall be provided to drivers on or before the annual start of school in-service.
- C. OBI designation will be bid when there are openings. The most qualified individual will be appointed. Seniority will be considered a factor in the appointment process. New trainees and recertifying drivers will be rotated among the available OBI's depending upon the schedule of the OBI.
- D. Transportation personnel will call the Transportation office when an absence is anticipated. If after business hours, Transportation personnel must call a phone number designated by the Transportation Supervisor if the employee knows he/she will be absent for his/her next scheduled shift and leave a voicemail message. If notice is provide within one (1) hour of the employee's start time, the employee must call the Transportation Supervisor directly. If the Transportation Supervisor does not answer, the employee is required to leave a voicemail message.

ARTICLE 37 – FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993. Family Medical Leave shall run concurrent with sick leave, as defined under this agreement, in accordance with federal regulations.

Otherwise, the Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to employees eligible therefore under the act and regulations issued pursuant to it.

ARTICLE 38 – CRIMINAL BACKGROUND CHECK

The Board shall conduct a criminal records check of prospective new members in the manner prescribed by law and at the applicant's expense. A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the administration or the Board.

ARTICLE 39 – DIRECT SERVICE AIDES

- A. Aides who must supervise a student or a group of students during the student's lunch shall elect one of the following options by September 1:
1. The aide will eat his/her lunch with the student(s), be paid for 7 ¼ work hours and be released at the end of that time; or
 2. The aide shall be provided a duty-free unpaid thirty (30) minute lunch. Lunch shall be scheduled as close to the middle of the school day as possible.
 3. After September 1, no lunch hour scheduling changes shall be made unless there is a change in student assignment(s).
- B. Once an employee has successfully bid into a new aide position after the start of the school year, he/she will be moved into their new position within eight (8) weeks.

ARTICLE 40 – NO SMOKING

Smoking will not be permitted in any school buildings or vehicles whether owned or leased by the Board.

Wilmington City Schools
Board of Education

President

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Ohio Association of Public School
Employees and its local 486

President

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

APPENDIX A
CLASSIFIED SALARY SCHEDULE
2017 - 2018

Step	COOK	HEAD COOK	AIDE	CUSTODIAN	HEAD CUSTODIAN	MAINTNCE I	MAINTNCE II	BUS DRIVERS	MECHANIC	HEAD MECHANIC	ELEMENTARY SECRETARY	MS/HS SECRETARY
	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>	<u>FY 18</u>
0	12.78	13.51	13.73	13.85	14.71	15.39	15.72	14.86	16.45	16.45	14.30	14.53
1	13.00	13.79	13.98	14.15	14.95	15.62	15.96	15.11	16.78	16.78	14.54	14.84
2	13.25	14.01	14.28	14.40	15.28	15.97	16.26	15.43	17.06	17.06	14.85	15.10
3	13.51	14.23	14.53	14.71	15.54	16.27	16.55	15.70	17.41	17.41	15.10	15.43
4	13.74	14.55	14.84	14.97	15.87	16.55	16.88	16.04	17.72	17.72	15.44	15.73
5	13.97	14.79	15.10	15.29	16.19	16.88	17.18	16.35	18.01	18.01	15.73	16.00
6	14.28	15.10	15.43	15.56	16.46	17.19	17.46	16.63	18.42	18.42	16.00	16.31
7	14.49	15.31	15.69	15.81	16.74	17.47	17.72	16.91	18.70	18.70	16.27	16.51
8	14.72	15.52	15.97	16.03	16.97	17.73	18.03	17.14	18.94	18.94	16.50	16.80
9	14.94	15.75	16.26	16.26	17.19	18.01	18.28	17.37	19.15	19.15	16.71	17.11
15	15.49	16.28	16.80	16.81	17.74	18.57	18.83	17.92	19.73	19.73	17.25	17.64
20	16.02	16.81	17.35	17.37	18.31	19.13	19.40	18.49	20.31	20.31	17.80	18.18

CLASSIFIED SALARY SCHEDULE
2018 - 2019

2.5% INCREASE

Step	COOK	HEAD COOK	AIDE	CUSTODIAN	HEAD CUSTODIAN	MAINTNCE I	MAINTNCE II	BUS DRIVERS	MECHANIC	HEAD MECHANIC	ELEMENTARY SECRETARY	MS/HS SECRETARY
	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>	<u>FY 19</u>
0	13.10	13.85	14.07	14.20	15.08	15.77	16.11	15.23	16.86	16.86	14.66	14.89
1	13.33	14.13	14.32	14.51	15.33	16.01	16.35	15.48	17.20	17.20	14.90	15.20
2	13.58	14.36	14.63	14.77	15.66	16.36	16.67	15.82	17.49	17.49	15.22	15.47
3	13.85	14.58	14.89	15.08	15.93	16.68	16.96	16.09	17.84	17.84	15.48	15.81
4	14.08	14.92	15.21	15.35	16.27	16.96	17.29	16.44	18.17	18.17	15.83	16.12
5	14.32	15.17	15.48	15.68	16.59	17.30	17.61	16.76	18.46	18.46	16.13	16.39
6	14.63	15.48	15.81	15.95	16.87	17.61	17.89	17.04	18.87	18.87	16.40	16.71
7	14.86	15.70	16.07	16.21	17.16	17.90	18.16	17.33	19.17	19.17	16.68	16.92
8	15.08	15.91	16.37	16.44	17.39	18.17	18.47	17.57	19.41	19.41	16.91	17.22
9	15.31	16.14	16.67	16.67	17.63	18.46	18.73	17.80	19.63	19.63	17.14	17.53
15	15.87	16.69	17.21	17.24	18.19	19.03	19.30	18.37	20.22	20.22	17.68	18.08
20	16.42	17.24	17.78	17.81	18.77	19.60	19.88	18.95	20.81	20.81	18.24	18.63

CLASSIFIED SALARY SCHEDULE
2019 - 2020

2.5% INCREASE

Step	COOK	HEAD COOK	AIDE	CUSTODIAN	HEAD CUSTODIAN	MAINTNCE I	MAINTNCE II	BUS DRIVERS	MECHANIC	HEAD MECHANIC	ELEMENTARY SECRETARY	MS/HS SECRETARY
	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>	<u>FY 20</u>
0	13.43	14.20	14.42	14.56	15.46	16.16	16.51	15.61	17.28	17.28	15.03	15.26
1	13.67	14.49	14.68	14.88	15.72	16.40	16.76	15.87	17.63	17.63	15.28	15.58
2	13.93	14.73	15.00	15.14	16.06	16.77	17.08	16.21	17.93	17.93	15.61	15.86
3	14.20	14.95	15.26	15.47	16.33	17.09	17.38	16.49	18.29	18.29	15.87	16.21
4	14.44	15.29	15.59	15.74	16.68	17.38	17.72	16.85	18.62	18.62	16.22	16.52
5	14.69	15.55	15.86	16.08	17.01	17.73	18.05	17.18	18.92	18.92	16.54	16.80
6	15.00	15.88	16.21	16.35	17.30	18.05	18.34	17.47	19.34	19.34	16.82	17.13
7	15.23	16.10	16.47	16.62	17.59	18.34	18.62	17.76	19.65	19.65	17.10	17.34
8	15.46	16.31	16.78	16.85	17.83	18.62	18.93	18.01	19.89	19.89	17.34	17.65
9	15.70	16.55	17.08	17.09	18.07	18.92	19.20	18.25	20.11	20.11	17.57	17.97
15	16.27	17.11	17.64	17.68	18.64	19.50	19.78	18.83	20.73	20.73	18.13	18.53
20	16.84	17.67	18.22	18.27	19.24	20.08	20.37	19.43	21.33	21.33	18.70	19.09

APPENDIX B

e-Tools@Work - Staff Leave - Microsoft Internet Explorer provided by WCS Technology Department

Address: https://www.leave.wilmingtoncityschools.com/leave/leave_request.asp?nl=true

Wilmington City Schools

Home of the Hurricane

[Log Off](#) | [Help](#)

Leave Request

Leave Type: Professional

Leave Start Date: (mm/dd/yyyy) 11/01/2005 Time: Beginning of Work Day

Leave End Date: (mm/dd/yyyy) 11/01/2005 Time: End of Work Day

Total Days: 1

Substitute Required: Yes (Teachers/Aides)
Preferred Substitute/Other Comments:

Other
Substitute Name:

No

Number of Days a Substitute is Required:

REVISED INSURANCE PLAN DESIGN EFFECTIVE 10-1-2012

Office Copay	Change from \$20 to \$25
Urgent Care Copay	Change from \$50 to \$75
Prescription Drug Copay	Change from \$10, \$25, \$40 to \$10, \$30, \$60
In Network Deductible	Change from \$200/\$400 to \$250/\$500
Out of Network Deductible	Change from \$300/\$600 to \$500/\$1000
In Network Coinsurance	Change from 90%/10% to 80%/20%
In Network Out of Pocket Max	Change from \$1000/\$2000 to \$1500/\$3000
Out of Network Out of Pocket Max	Change from \$2000/\$4000 to \$3500/\$7000