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MASTER AGREEMENT

**BETWEEN THE
WEST LIBERTY-SALEM LOCAL
SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS
LOCAL NO. 593**

EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2021

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ARTICLE 1

PREAMBLE

- 1.01 The West Liberty-Salem Local Board of Education hereinafter referred to as the Board and the Ohio Association of Public School Employees/AFL-CIO, OAPSE Local #593, hereinafter referred to as the Union, do hereby agree that the welfare of the children of the West Liberty-Salem Local District is paramount in the operation of the school and will be promoted by both parties. The Parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.
- 1.02 Because of the above, it is understood and agreed that:
 - A. The Board, by law, has the final responsibility for implementing the policies established by the Board.
 - B. The Superintendent and his or her staff have the responsibility for implementing the policies established by the Board.
 - C. The Board and the Union subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.
 - D. The parties acknowledge that, during negotiations which preceded this Agreement, each 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/negotiations 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.
 - E. For the life of this Agreement, the Board and the Union voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as otherwise provided for under Section 4117 of the Ohio Revised Code.
 - F. This Agreement represents the entire agreement between the Board and the Union and unless specifically set forth in the express written provisions of this

Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued by the Board upon notification to the Union and in keeping with Section 4117 of the Ohio Revised Code.

ARTICLE 2 **BOARD RIGHTS**

2.01 The Board, by mutual agreement with the Union, commits itself to Union recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by common law, the Revised Code of Ohio and Constitution of the State of Ohio and the laws and Constitution of the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, the efficiency of its operation, the activities of its employees as related to the conduct of school affairs and the personnel by which operations are to be carried out.
- B. To hire all employees and, subject to the provisions of law, to determine their qualification, and the condition for their continued employment via contract renewal or non-renewal, or their dismissal, discipline, or demotion, during a contract term, except that non-probationary employees may not be disciplined without just cause.
- C. To promote and transfer all employees.
- D. To delegate authority through recognized administrative channels according to current Board policy.
- E. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- F. To determine the size and strength of the work force.

2.02 The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretions in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 3 **RECOGNITION**

3.01 The Board recognizes the Union as the sole and exclusive bargaining representative for all bargaining unit employees in the classifications set forth in paragraph B, and for such mandatory subjects of bargaining as set forth in Chapter 4117 et. seq., O.R.C.

3.02 The bargaining unit as used herein shall include all regular full time and regular part time employees in the following classifications:

1. Bus Driver	5. Food service Worker
2. Custodian/Maintenance Worker	6. Head Cook
3. Teaching Assistant/Paraprofessional	7. Secretary
4. Head Custodian	8. Attendance Secretary
	9. Special Education
	Paraprofessional (1:1)

3.03 The following shall be excluded from the bargaining unit:

1. Certificated and substitute employees.
2. Managerial supervisory and confidential employees, including employees in the following classifications:

1. Assistant to the Treasurer	5. Transportation Supervisor
2. Administrative Secretary	6. Food Service Supervisor
3. Treasurer	7. Technology technician
4. Maintenance Supervisor	8. EMIS Coordinator

3. All seasonal and student employees.

ARTICLE 4
UNION RIGHTS

4.01 The Union shall have the right to use Board bulletin boards, mail boxes and time clocks for posting or transmission of information or notices concerning Union matters, provided such information or notices are not of an inflammatory or political in nature. Use of such bulletin boards and mailboxes shall be without cost to the Union.

4.02 The Union shall be the exclusive representative of the parties covered hereunder and the Board shall not conduct negotiations with any other employee organization during the term of the Union's certification as the Exclusive Representative.

4.03 Any employee working the second (2nd) shift may attend Union Meetings once a month provided his or her work is completed.

4.04 Dues Deductions

The Board shall deduct from such employee's pay the regular Union dues from those employees who voluntarily and in writing request such deductions. Such requests shall be in effect from year to year unless revoked in writing to the OAPSE State Treasurer at the OAPSE State Office during a ten (10) day period beginning August 22 through August 31. A copy of such request must be presented to the Treasurer of the Board. Any Union dues withheld under this provision shall be remitted within thirty (30) calendar days to the OAPSE State Office along with a list of those employees for whom deductions were made.

The Union and each employee covered hereunder agrees to hold harmless and otherwise indemnify the Board for any action that as a result of the Board for any action that may arise as a result of the Board's administration of the provisions herein.

4.05 PEOPLE

The Board shall deduct from the wages of any employee who authorizes, in writing, such deduction, a payment to PEOPLE, the Union's Political Action Committee, provided that the employee may revoke any such authorization by an employee at

any time by giving notice to both the Board's Treasurer and the Union. When ten (10) or more employees authorize the PEOPLE deduction, the Board agrees to remit any deductions made pursuant to this provision to the Union promptly 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.

ARTICLE 5 **NONDISCRIMINATION**

- 5.01 The parties hereto agree that neither the Board nor the Union shall discriminate against an employee covered hereunder because of his or her membership or non-membership in the Union or his or her activities herein prescribed.
- 5.02 The Board, the Union, and each employee will cooperate with all applicable laws forbidding discrimination on account of race, color, religion, gender or political affiliation.

ARTICLE 6 **LABOR MANAGEMENT COMMITTEE**

- 6.01 In the interest of sound personnel relations between the Administration and the employees, there shall be a Labor Management Committee. The Board shall provide paid time (1½ hrs. per meeting) for a maximum of two paid meetings per school year between July 1 and June 30. OAPSE representatives selected by the OAPSE President will meet with the Superintendent and supervisors to discuss Labor Management concerns. The President may select no more than two (2) such representatives. The Committee shall meet to discuss matters of mutual concern, including the administration of this Agreement, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.

The Committee shall not act on grievances, but may discuss the general causes of grievances and methods for removing those causes.

The parties will set a Labor Management Committee meeting schedule prior to the start of each school year, with at least two (2) meetings scheduled per school year.

Either party may request additional meetings, and such meetings may be scheduled, but no additional paid time will be provided. Meetings may be canceled by mutual consent.

ARTICLE 7 **WORK WEEK AND OVERTIME**

- 7.01 The normal workweek shall consist of forty (40) hours per week. The administration may set the hours to best fit the need of the District. Flex scheduling options may be considered, if mutually agreeable by the employee and the Supervisor.
- 7.02 Employees covered hereunder scheduled to work more than four (4) consecutive hours per day shall be granted a paid thirty (30) minute lunch period.
- 7.03 Authorized overtime worked in excess of forty (40) hours in any one (1) week or work performed on a Board authorized holiday as set forth in Article 10 shall be paid at the rate of one and one-half (1½) times the employees regular hourly rate. Prior to working any authorized overtime the employee and his or her supervisor may agree that compensatory time off may be earned in lieu of the overtime payment set forth in this paragraph. Such compensatory time off may accumulate to a maximum of forth (40) hours and be used upon the approval of the employee's supervisor. If no qualified employee has accepted overtime, or in an emergency, the administration may require the least senior qualified employee, on a rotation basis, to perform the overtime.
- 7.04 Sunday overtime shall be paid at double the employee's regular hourly rate of pay.
- 7.05 Nothing contained herein shall be construed to permit the pyramiding of premium pay for the same hours worked.
- 7.06 Custodial/Maintenance employees who are called in other than their normal shift (building checks, emergencies) shall be paid a minimum of one (1) hour at the appropriate rate of pay.
- 7.07 Employees who sub in a different classification when requested by management shall be placed at the same step in that classification that reflects years of service with the District.

7.08 If the employee is assigned in writing by the Superintendent or designee to perform the supervisor's duties in the supervisor's absence for more than a half day or more in food service, or one or more workdays for other classifications, the employee shall be paid an additional \$1.00 per hour, not to exceed the supervisor's effective hourly rate, retroactive to the first consecutive day.

7.09

- A. Upon the supervisor's issuance of a notice of an extended absence [no less than five (5) consecutive workdays], night shift custodians, in order of seniority, may request to temporarily cover the first shift assignment of the absent custodian. Custodians must submit any such request within 24 hours after the supervisor's notice is issued. If the District grants this request, the custodian shall not be paid the night shift differential while working in the temporary assignment.
- B. Upon the supervisor's issuance of a notice of an extended absence [no less than five (5) consecutive workdays], paraprofessionals who are scheduled less than four (4) hours per day may, in order of seniority, may request to temporarily cover the assignment of an absent paraprofessional scheduled four (4) or more hours per day. Paraprofessionals must submit any such request within 24 hours after the supervisor's notice is issued. If the District grants this request, the paraprofessional shall not qualify for insurance benefits while working the temporary assignment.
- C. For the purposes of this section, "seniority" is defined per Section 18.02 of this agreement.
- D. If the District grants a custodian or paraprofessional's request per this section, it may fill the position temporarily vacated by the employee with a substitute.
- E. This Section 7.10 shall be a pilot program for only the 2017-2021 contract term. This section shall sunset at 11:59 p.m. on June 30, 2021.

ARTICLE 8 **PAY AND DURATION**

8.01 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided in the wage schedule

attached to this Agreement. The Duration of this agreement shall be from July 1, 2017 through June 30, 2021

Base hourly wages will increase by 2.0% for the 2017-18 school year, by 2.0% for the 2018-19 school year, by 1.5% for the 2019-20 school year, and by 0.5% for the 2020-21 school year. However, if the Board's unreserved fund balance (Line 15.01) on June 30, 2019 exceeds \$3,000,000, the base salary increase for the 2019-20 school year will be 2.0% instead of 1.5%, and if the Board's unreserved fund balance on June 30, 2020 exceeds \$3,000,000, the base salary increase for the 2020-21 school year will be 1.0% instead of 0.5%.

The step freeze will end on July 1, 2014. Eligible employees will receive one year of service credit on the wage schedule at the start of their next contract year and thereafter. Years of service in the District during the freeze will not be recognized on the wage schedule.

When the step freeze ends on July 1, 2014, if an employee receives a year of service credit on the wage schedule but does not receive a pay increase as a result (e.g., an employee who moves from 21 years of service credit to 22 years), the Board will pay the employee a \$250 one-time lump sum, which will not be added to the employee's regular rate of pay. This payment will be made on the date of the second pay of September, 2014. This provision will not affect employees who are at the top step of the salary schedule.

Employees under contract on September 1, 2017, who lost one or more years of service credit prior to the 2014-17 Agreement shall be credited with one (1) year of "make up" service credit beginning with the 2017-18 school year. This resolves all issues concerning the aforementioned step freeze.

- 8.02 The Treasurer will adjust the pay cycle, as appropriate, making two (2) pays over five (5) weeks to prevent overpayment due to payroll creep.
- 8.03 For administrative purposes other than work schedules and/or workdays, the effective date/length of an employee's contract year ends on June 30. This shall not affect the 26-pay schedule in Section 14.01 or any other payroll provisions in this agreement.
- 8.04 For classified employees not on a 260 day contract, contracted days will be adjusted in accordance to the number of approved waiver days by the Ohio Department of

Education as applied for by the Board for matters of professional development. Such employees will not be required to make up these days and these days will be reduced from their wages. Supervisors may submit a professional development plan for the waiver days, if desired, for one or more of the waiver days. Employees will then be paid their regular contracted wages for such day(s). All professional development plans must be approved by the superintendent. All employees in a classification must participate in order for a plan to be approved.

8.05 All employees must use direct deposit, except for emergencies (e.g., domestic abuse). Direct deposit statements will be sent by email.

ARTICLE 9 **EMPLOYEE EXPENSES AND MATERIALS**

9.01 The Board agrees to provide tools, equipment, and supplies reasonably necessary to employees for performance of their duties, provided, however, that if an employee (s) provides his or her own tools as equipment for use in the course of employment, the Board agrees to provide a safe place for storage of said tools and equipment.

9.02 Should the duties of employment covered hereunder reasonably require the use of safety equipment or gear as determined by the Board, the Board agrees to furnish such equipment or gear.

ARTICLE 10 **HEALTH AND WELFARE BENEFITS**

10.01 The Board will provide the Cafeteria Plan of insurance options to the bargaining unit.

10.02 All employees who are scheduled to work:

Except as specified below, thirty (30) hours or more per week; the Board shall pay eighty-five percent (85%) of the Health Benefits (Medical) insurance.

Twenty-five (25) hours, but less than Thirty (30) hours; the Board shall pay sixty-five percent (65%) of the Health Benefits (Medical) insurance.

Twenty (20) hours, but less than Twenty-five (25) hours per week; the Board shall pay sixty percent (60%) of the Health Benefits (Medical) insurance.

Except as specified below, employees working less than Twenty hours per week will not be eligible for Health Benefits insurance.

Fifteen (15) hours but less than Thirty hours as a regular bus driver; the Board shall pay sixty five percent (65%) of the Health Benefits (Medical) insurance. For employees working thirty (30) hours or more per week, effective on July 1, 2017, the following terms shall apply:

In the 2017-18 school year only, the Board will pay 95% of the cost of single coverage and 85% of employee + and family coverage plans (includes married couples employed as classified staff) for both PPO and HDHP options, with employees paying the following dollar amounts:

PPO plan	Single Coverage	\$32.41 per month
	Employee + kids	\$180.84 per month
	Family (includes married couples employed by WL-S)	\$261.55 per month

HDHP plan	Single Coverage	\$27.45 per month
	Employee + kids	\$153.16 per month
	Family (includes married couples employed by WL-S)	\$221.51 per month

In the 2018-2019 school year and thereafter, the Board will pay 90% of single coverage and 85% of employee + and family coverage plans (includes married couples employed as classified staff) for both the PPO and the HDHP options.

In the 2018-2019 school year, the Board of Education shall pay up to the following dollar amounts for the HDHP plan. The PPO plan will still be available but the dollar cap amounts listed below will be the same for either plan.

Single Coverage	\$565 per month
Employee + Kids	\$938 per month
Family	\$1,357 per month

The employees shall pay the remaining costs of single & employee+ kids and family benefit plans.

In the 2019-2020 school year, the Board of Education shall pay up to the following dollar amounts for the HDHP plan. The PPO plan will still be available but the dollar cap amounts listed below will be the same for either plan.

Single Coverage	\$610 per month
Employee + Kids	\$1,013 per month
Family	\$1,467 per month

The employees shall pay the remaining costs of single & employee+ kids and family benefit plans.

In the 2020-2021 school year, the Board of Education shall pay up to the following dollar amounts for the HDHP plan. The PPO plan will still be available but the dollar cap amounts listed below will be the same for either plan.

Single Coverage	\$660 per month
Employee + Kids	\$1,095 per month
Family	\$1,585 per month

The employees shall pay the remaining costs of single & employee+ kids and family benefit plans.

- 10.03 The Board shall provide at no cost to the employee Twenty Thousand Dollars (\$20,000.00) life and accidental death and dismemberment insurance.
- 10.04 Effective July 1, 2017 all new staff who wish to have coverage will be required to enroll in the HDHP (High Deductible Health Plan) option.
- 10.05 The Board shall provide a group dental plan for the employees. The Board shall pay percentages of the family plan and the single plan in the same manner as Section 10.02.
- 10.06 In order to be eligible for the Board contribution, the eligible and enrolling employee must agree to pay the non-Board share of the monthly premium through payroll deduction.

10.07 The insurance carrier, if any, for the coverage provided in this Article shall be at the choice of the Board. The Union shall be notified of any change in the delivery of coverage hereunder at least thirty (30) days prior to the effective date of any such change. The OAPSE Local President shall participate in any committee meetings regarding changes in insurance carriers and/or insurance coverage.

If a premium rate increase of more than 8% is announced for an upcoming plan year, the superintendent will convene a meeting of the Health Insurance Committee for the purpose of considering plan design changes to contain costs.

10.08 An employee who is involuntarily terminated may, at the employee's cost, elect to continue the foregoing medical insurance program provided such employee meets all of the following criteria:

1. The employee must have been continuously covered under the medical insurance program for a period of three (3) months preceding termination of the employee's employment;
2. At the time of termination of employment, the employee must be entitled to unemployment compensation benefits under Chapter 4141. Ohio Revised Code;
3. The employee is not, and does not become covered by or eligible for coverage by Medicare under Title XVIII of the Social Security Act, as amended;
4. The employee is not, and does not become covered by or eligible for coverage under any other group medical insurance;
5. The Board will notify the employee of the right of continuation, and the amount of the monthly premium required to continue coverage, at the time the employee is notified of termination of employment. The employee is required to provide the Treasurer's Office on the prescribed forms the election of and payment for continued health insurance fifteen (15) days prior to the date that continued insurance is to take effect. The employee is required to make the election and payment of the continued health insurance within ten (10) days after the termination notice has been received. For each month of continued insurance thereafter, the monthly premium and monthly election report must be received by the Treasurer on or before the 15th of the month prior to the

month of coverage.. The Treasurer will notify the employee of any changes in the amount of the required monthly premiums during the continuation period.

6. An employee's privilege to continue the medical insurance program, and the coverage under any continuation, will last for eighteen (18) months from the date of involuntary termination from employment, unless any of the following occurs, in which event coverage shall terminate:
 - a. The employee becomes eligible for Medicare under Title XVIII of the Social Security Act, as the amended;
 - b. The employee becomes eligible for coverage under any other group medical insurance plan;
 - c. The employee fails to make timely payment of the required contribution, in which event, the coverage shall cease at the end of the period for which contributions were made of;
 - d. The coverage is terminated for all employees covered hereunder or the Board terminates participation under any insurance contract, unless the Board replaces the coverage by similar coverage under another contract or group insurance arrangement, in which event, the employee shall be covered under the replacement coverage for the balance of the period the employee would have remained covered under the termination coverage if it had not been terminated.

ARTICLE 11 **HOLIDAYS**

11.01 The following days as designated by the Board shall be paid holidays for all employees scheduled to work twelve (12) months, two hundred sixty (260) scheduled work days in a school year, i.e. July 1, through June 30;

New Years Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Good Friday	Friday after Thanksgiving *
Day before Christmas **	Day before New Years **

* In place of potential calamity days

^ If Christmas and New Years would fall on Thursday, employees would be granted permission to take the Friday after the holiday in lieu of day before each holiday.

11.02 The following days as designated by the Board shall be paid for all employees scheduled to work and working less than eleven (11) months in a school year.

New Years Day	Memorial Day	Christmas
Martin Luther King Day	Labor Day	
President's Day	Thanksgiving Day	

11.03 In order to be eligible for pay on the holidays set forth in this Article, an employee, unless otherwise excused by the applicable supervisor, must be in active pay status on the pay preceding the designated holiday and following the designated holiday.

11.04 When a designated holiday falls on a Saturday, the preceding day shall be observed as the designated holiday, and when a designated holiday falls on a Sunday, the following day shall be observed as the designated holiday.

11.05 Any employee who works on a Board approved holiday will be paid at one and one-half (1 ½) times the employee's regular rate pursuant to Section 7.03.

ARTICLE 12 **CALAMITY DAY**

12.01 Except as set forth herein, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the Superintendent due to an epidemic, or other public calamity. Days not worked, but for which pay is granted shall be limited to five (5) days in any school year. Custodians are required to work on calamity days unless the Sheriff of Champaign County or the Sheriff of the employee's county of residence declares a Level 3 road emergency which is in effect at the employee's normal start time. The Superintendent reserves the discretion to not require custodians to work on calamity days when a Level 2 emergency has been declared by the Sheriff of Champaign County or the employee's county of residence. Because secretaries

are not required to work on calamity days, they shall no longer be paid an added \$.30 per hour.

Bus drivers who report to work on late start days at their scheduled start time will be paid their regular rate of pay for hours worked and until dismissed or school is cancelled.

ARTICLE 13 **VACATIONS**

13.01 The vacation allowance with pay for all employees who are scheduled to work and working twelve (12) months in a school year shall be as follows:

Since January 1 is the start of the time for vacation, people employed July 1 of the preceding year will receive one (1) week(s) vacation while those hired after July 1 of the preceding year will receive vacation prorated based upon the number of days worked prior to January 1.

One (1) year of work but less than ten (10) years	10 workdays
Ten (10) years of work but less than twenty (20) years	15 workdays
Twenty years up to a maximum of thirty years-	
Employees shall accrue 1 day per year to a total of	30 workdays

13.02 Vacation allowances must be taken not later than twelve (12) months after being earned and may not be accumulated from year to year.

13.03 Vacation may be taken in increments of not less than one-half ($\frac{1}{2}$) day at anytime during the year with approval of the employee's immediate supervisor.

13.04 Unless waived by the immediate supervisor, vacation requests must be submitted no later than seven (7) days prior to the vacation period requested. The supervisor will respond within seven (7) days of the request.

13.05 Employees who were employed as part of a student work program shall not be credited for any time employed as a student.

13.06 Approval of vacation request (s) shall be subject to staffing and work requirements. Any conflict arising between two (2) or more employees as to when vacation shall

be taken shall be resolved by giving preference to the employee (s) with the greater length of uninterrupted service with the District.

ARTICLE 14

PAY DAYS

- 14.01 Payment for hours worked shall be estimated and paid over a twelve (12) month period with allowances and adjustments made for additional payments due or for applicable deductions from the estimated pay. Employees will receive twenty-six (26) pays per year.
- 14.02 When paydays fall on a holiday, the proceeding day will be payday, with the employee receiving his or her pay during the normal hours of his or her shift.
- 14.03 Second shift employees may receive his or her check during his or her shift on Thursday. This check cannot be processed or cashed before Friday.

ARTICLE 15

LEAVE OF ABSENCE

- 15.01 Sick Leave
 - A. Employees will be granted one and one-fourth (1 1/4) days of sick leave credit per month or fifteen (15) days per year when employed for a full school year. Sick leave accumulation shall be limited to two-hundred fifty (250) days, however, when an employee retires; they will receive 35% of up to and including 200 sick days.
 - B. An employee will be granted one and one-fourth (1 1/4) days of sick leave even though he or she is absent from work due to sickness during the entire month.
 - C. Sick leave cannot be advanced when an employee has no sick leave days left.
 - D. The superintendent or designee may require an employee to furnish a written, signed statement to justify the use of sick leave. If an employee is absent for 3 consecutive days, the superintendent, or designee, may require an

employee to provide a report from a physician stating the reason for absence and that the employee is fit to return to work. If an employee misses more than 10 days of work in a school year, a written report from a physician may be required after each absence by the superintendent or designee.

Consideration for days missed due to non-elective or emergency surgeries will be given by the superintendent or designee on an individual basis. In the case of a prolonged absence, the employee will be required to provide a physician's report of his or her absence at least monthly.

- E. Employees, upon approval of the immediate supervisor, may use sick leave for absence due to personal illness, injury, exposure to contagious disease, which could be communicated to others, and for absence due to death, illness or injury in the employee's immediate family. Such latter absences shall be limited to five days per occurrence.
- F. Immediate family as used herein shall mean spouse, son, daughter, sons-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchildren, brother, brother-in-law-, sister, sister-in-law, and stepchildren.
- G. Up to three (3) days of sick leave per school year may be used for absence to attend the funeral of a relative other than a member of the immediate family. One (1) sick leave day may be used to attend the funeral of a non-family member.
- H. The employee has the right to donate a maximum of four (4) days per school year of his or her accumulated sick leave to any District employee who has exhausted his or her sick leave. Such donation may be in one lump sum or in any full day multiples adding up to four (4) days. No sick leave donated under this provision shall be used to allow any District employee to receive or increase severance pay or disability retirement.

15.02 Personal Leave

- A. Any employee of the Board may be granted a maximum of three (3) unrestricted personal leave days per school year. Personal leave shall be granted contingent upon substitutes being available. Leave shall not be granted for less than half ($\frac{1}{2}$) day increments.

- B. Any classified employee who has not used personal leave will receive compensation on the second payday of June as follows:
 - 1. Three (3) unused personal leave days may be converted to either one (1) day of sick leave or one hundred percent (100%) of one (1) day's pay.
 - 2. Two (2) unused personal leave days may be converted to either one-half ($\frac{1}{2}$) day of sick leave or sixty-six percent (66%) of one (1) day's pay.
 - 3. One (1) unused personal leave day shall be converted to thirty-three percent (33%) of one (1) day's pay.
- C. Condition of Leave

Personal Leave shall not be granted for the first five student attendance days of the school year or the last five student attendance days of the school year nor shall it be granted the day before or the day after a vacation or holiday, unless otherwise approved by the Superintendent or designee.
- D. No more than ten percent (10%) of the employees in a classification will be granted personal leave on the same days unless approved in advance in writing by the Superintendent and the employee's supervisor.

15.03 Maternity Leave

An employee may use her or his sick leave, if eligible, and/or request an unpaid leave of absence for maternity reasons. Upon awareness of pregnancy, she or he shall give written notification to the Superintendent within ninety (90) days. Accompanying the written notification, the employee will apply for such leave of absence for a period not to exceed the balance of the school year, or submit a resignation and/or indicate her or his desire to use accumulated sick leave for illness cause by or contributed to by pregnancy. The effective date of resignation or maternity leave of absence will be the date advised by the attending licensed physician. The physician's signed statement shall then be submitted on a form provided by the Board indicating the employee's assignment, anticipated delivery date and the date to which the employee should be able to perform her or his assignment without excessive absence or impairment to her health. If the employee and the Superintendent agree, in writing, a date different from the

doctor's date for beginning leave of absence will be effective. An employee, prior to returning from maternity leave of absence, must furnish a physician's certificate stating that she or he is able to perform her or his duties.

15.04 Unpaid Leave of Absence

- A. Upon request, an unpaid leave of absence shall be granted for personal illness or other disability, which incapacitates the employee from the performance of duties, if the employee has exhausted any usable accumulated sick leave.
- B. An unpaid leave of absence for infant care may be granted provided the employee's application indicates the expected date she or he wishes to return to her position and that the employee has completed at least one (1) year of service with the Board. An unpaid leave of absence may also be granted prior to the employee's delivery of a child, and in the absence of a personal illness or other disability, provided the employee's application indicated the expected date the leave is to commence.
- C. A leave of absence shall be granted for a period of not more than two (2) consecutive years. Leaves of absence shall be granted for the balance of the current school year subject for approval of up to a one (1) year extension, depending upon the nature and condition of the request for the second year.
- D. An employee returning to active service from a leave of absence due to illness or other disabilities may be required to furnish a doctor's certificate to the effect that the employee is able to perform satisfactorily his or her assigned duties.
- E. An employee on leave of absence with the Armed Forces of the United States, on resuming duty with the board, shall be considered to have been uninterruptedly employed.
- F. No sick leave, holiday pay, or vacation benefits may be earned while on an unpaid leave of absence.
- G. Wages and paid fringe benefits (hospital insurance, dental insurance, and term life insurance) cease effective the first day of the month following the date of leave. During periods of such leaves of absence, employees may continue coverage of fringe benefits by paying the full benefits premium costs in advance

of premium due dates to the Treasurer for up to three (3) years from the date the benefits cease.

- H. No employee granted leave hereunder shall be employed at another place of employment while on such leave.
- I. An employee on leave hereunder shall file a written notice of intent to return to work with the Superintendent no later than thirty (30) calendar days prior to the end of leave.
- J. An application for renewal of any such leave granted hereunder shall be given to the Superintendent no later than thirty (30) calendar days prior to the expiration date of the original or extended leave of absence.
- K. Employment following a renewed leave of absence may be delayed to the beginning of a school year. Requests for exceptions must be submitted to the Superintendent.

**REQUEST FOR UNPAID LEAVE FOR REASONS OTHER THAN
THOSE SPECIFIED IN THE MASTER AGREEMENT**

I request unpaid leave (dock) days on _____, _____,

for the following reason(s):

This form must be filled out and submitted to the Superintendent at least two (2) days in advance (except in emergency situations). Unpaid leave (dock days) shall not be denied or approved on an arbitrary or capricious basis. All sick days, (if appropriate) personal leave, or vacation days must be used prior to requesting dock days.

Employee's Name

Date

Approved

Disapproved

Superintendent

Date

ARTICLE 16 **RETIREMENT PAY**

16.01 Employees, at the time of their retirement from service with the Board, shall be paid thirty-five percent (35%) of their accrued, but unused, sick leave credit. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit of a maximum of 200 days accrued by the employee at that time. Proof of retirement with the School Employee's Retirement System must be submitted to the Treasurer before payment to the employee will be made. Such payment shall be made only once to any employee. Application for payment under this Article must be made within sixty (60) days of the last day worked. Severance shall be paid by separate check.

ARTICLE 17 **VACANCIES**

17.01 Vacant positions in job classifications contained within this Agreement and which have been authorized for filling shall be posted for a minimum of seven (7) days prior to permanent filling via transferring or outside recruitment. Postings shall be posted in a specific location within the District. When vacancies occur when school is not in session during June, July or August, the District will notify employees of vacancies through other means, which may include the automated call system.

17.02 Employees in job classifications other than the vacant job classification desiring consideration for such vacant position shall submit a letter to the Superintendent stating his or her desire to be considered for the vacant position. Employees who meet the specific job qualifications, and are sufficiently skilled and adequately trained, will be given consideration prior to consideration being given to new hires.

17.03 When a vacancy within a job classification occurs, employees who have advised the Superintendent in writing of their interest in the vacancy shall be given consideration with the exception of custodians. If a senior custodian on another shift requests to move to a vacant shift he/she shall be granted the vacancy. If interested employees with the qualifying skills are equal, then preference in consideration will be given to the employee with the most classification seniority.

- 17.04 When a vacancy within a job classification occurs, employees who have advised the Superintendent in writing of their interest in the vacancy shall be given consideration. If interested employees with the qualifying skills are equal, then preference in consideration will be given to the employee with the most seniority.
- 17.05 Employees who are transferring to a different job classification shall receive a rate of pay in the new classification that represents the employee's uninterrupted continuous years of credited service with the District.
- 17.06 Employees who are not transferring (adding another job) but are hired to fill a position in another job classification shall be placed at one-half (1/2) the employee's current pay step on the salary schedule, unless they had previous experience as a substitute for at least thirty (30) days, not necessarily consecutive, in that job classification. If this is true, they shall be placed at their current pay step.
- 17.07 If an employee fills a vacancy within a job classification or transfers to a different classification, there shall be a ten (10) workday probationary period. During this period, the employee may voluntarily return to his/her prior position, and the District also may reassign the employee to his/her prior position. An employee returning to his/her prior position will have no loss of seniority rights and will resume the same rate of pay and benefits received in that prior position.

ARTICLE 18 **REDUCTIONS IN FORCE**

- 18.01 When it becomes necessary, in the judgment of the Board, to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
- 18.02 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 hire or appointment. In the case of identical seniority, the tie-breaker will be attendance and then a coin flip if attendance is identical.

18.03 The Board shall determine in which classifications(s) the layoff should occur and the number of employees to be laid off.

18.04 The Board shall prepare and post for inspection a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. Each notice of layoff shall state the following:

1. The effective date of layoff;
2. A statement advising the employees of their rights of reinstatement from layoff.

18.05 For the classification(s) in which the layoff occurs, the Board shall prepare a reinstatement list and name those employees by classification on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

18.06 Vacancies which are to be filled from the reinstatement list which occur in the laid off classification shall be offered to or declined in writing in ten (10) days of the date on the notice, by the employee(s) in that classification standing highest on the layoff list before the next person on the list may be considered.

18.07 The employee's name shall remain on the appropriate list for a period of two (2) years from the last day of work. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority from the last date of hire or appointment in the same job classification. A notice of reinstatement shall be made by certified mail. Employees not reinstated within two (2) years shall be deemed to have resigned their positions with the Board.

ARTICLE 19 TRANSPORTATION

19.01 Field Trips

A. Drivers will be paid their regular hourly wage while driving the bus on field trips and will be paid sixty percent (60%) of their hourly rate of pay during non-driving times, but it will be eighty percent (80%) for the 2017-2021 contract term. A driver may not take a field trip which would cause him or

her to work more than forty hours in a workweek. After school trips will not be scheduled to depart prior to 3:45 p.m. whenever possible.

B. Extracurricular/Field trips will be chosen on a weekly rotation basis and selected on the first day of the week. At the first meeting of the school year, rotation will start at the top of the seniority list and continue on that senior ladder throughout the school year. When a trip is to be assigned, it will first be offered to regular drivers. If the departing or returning time of the trip interferes with a driver's regular route, the driver may have the Option of taking the trip instead of their regular route up to three times per year as long as the following conditions are met:

1. Approved by the transportation supervisor (the District's decision shall not be grieved).
2. A substitute is available to drive their regular route.
3. The trip does not cause the employee to exceed the 40 hour work week.
4. This Option will sunset as of 11:59 p.m., June 30, 2021.

Each bus driver working less than 40 hours per week shall be required to drive at least three (3) trips per school year.

If no regular driver is eligible or elects to take a trip, then a substitute driver or a district properly licensed/certificated person may take the trip. If a substitute driver cannot be found, the trip may be delayed, canceled, rescheduled or placed back into regular rotation at the supervisors' discretion. Once the trip is back in regular rotation a driver(s), who has or would have forty (40) hours or more by taking the trip(s), has the option of taking the trip(s). The driver(s) with more than forty (40) hours may have the option of choosing overtime pay or compensatory time (Refer to Article 7).

When the trip is to be a drop-off/pickup, it shall be noted on the calendar as well as the trip ticket. If the drop-off/pickup is not noted on either or both, the driver who signs up for that trip shall be paid for the full time of the trip. If a sub driver is assigned a drop-off/pickup trip that leaves before a regular driver is eligible to take the trip (for example, before 3:45 p.m.), the substitute will be assigned the drop-off, but a regular driver may be

assigned the pickup, if interested. Any such assignment will be offered by rotation.

Except for overnight trips, the District's van will be included as part of the rotation. If a bargaining unit member does not take a van trip, the District may assign it to a substitute or another properly licensed/certificated person.

The Superintendent or designee, at his/her sole discretion, may permit a regular bus driver to drive a field trip departing before 3:45 p.m. The District decision shall not be grieved.

- C. Double routing will not be pursued by the administration or the Board of Education before July 1, 2012
- D. If double routing is pursued by the District, notwithstanding anything to the contrary in this Agreement, for bus drivers who are scheduled regularly to work Five (5) hours or more per day, and Twenty-Five (25) hours or more per week, the Board shall pay eighty-five percent (85%) of the Health Benefits (Medical) insurance.

19.02 Mechanical Problems or Delays

A bus driver will be paid at his or her regular hourly rate of pay for all hours because of mechanical problems, delays, and/or drug testing that is beyond the driver's control.

19.03 Bus drivers will have the CDL renewal paid for by the Board.

ARTICLE 20 **EMPLOYEE DISCIPLINE**

20.01 Exclusive Procedure

Discipline shall be imposed upon bargaining unit employees only pursuant to this Article and this Article shall be deemed to replace the provisions of Section 3319.081 of the Ohio Revised Code.

20.02 Subject to 20.01 above, the employment of every employee shall be continuous until him or her:

1. Resigns
2. Retires
3. Is laid off in accordance with the negotiated layoff policy
4. Is disciplined or discharged for cause
5. Fails to return to work by the end of the third work day after expiration of an approved leave of absence
6. Fails to make timely acceptance of an offer of recall

20.03 An employee may be demoted, suspended without pay, or be given a working suspension by the Superintendent or designee or discharged from his or her job by the Board for any of the following causes:

1. Incompetency
2. Inefficiency
3. Dishonesty
4. Drunkenness
5. Immoral conduct
6. Insubordination
7. Discourteous treatment of the public
8. Neglect of duty
9. Any other acts of misfeasance, malfeasance or nonfeasance in his or her job.

20.04 Procedure

- A. Before implementing a suspension without pay, working suspension, demotion or discharge of an employee, the Superintendent or designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct or other cause. At least 24 hours before this formal pre-disciplinary conference is held, the Superintendent or designee shall give the employee notice of time, date, place and purpose of the conference. The employee has the right to be accompanied at the conference by a Union representative (OAPSE Field Representative, Local President, or another bargaining unit member of the employee's choice.) The conference will be scheduled as promptly as possible, but a conference, which may result in a suspension, working suspension, demotion, or discharge shall be delayed up to five (5) days for the

OAPSE Field Representative to be present. If the Superintendent or designee determines that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he or she may suspend the employee without pay for up to five (5) days pending the conference to determine final disciplinary action.

- B. Discipline should be to instruct as well as to correct and will be progressive in nature, except when an alleged offense is serious enough to merit a higher form of discipline or discharge:
 - 1. The first instance of misconduct by an employee may result in a verbal reprimand.
 - 2. A second instance of misconduct by an employee may result in a written reprimand.
 - 3. A third instance of misconduct by an employee may result in suspension without pay or a working suspension, imposed by the Superintendent or designee.
 - 4. Further misconduct thereafter may result in further unpaid or working suspension by the Superintendent or designee, demotion by the Superintendent or designee, or discharge by the Board.
- C. When imposing a suspension without pay or working suspension by the Superintendent or designee or a discharge by the Board, the Superintendent or designee shall provide written notice of the action and grounds therefore to the employee and the Local President.

ARTICLE 21 **ENROLLMENT OF CLASSIFIED EMPLOYEES CHILDREN**

- 21.01 By making payments required in Section 21.02 hereunder, a bargaining unit member who resides outside the District is entitled to enroll his or her children as students in the District by August 1st preceding the beginning date of the succeeding school year (September 1, 2001 only). For new hires, the deadline will be reasonably adjusted.

21.02 A bargaining unit member enrolling his or children as students in the District pursuant to Section 21.01 above, shall be obligated to pay the District an amount for the school year in question, calculated as follows:

- a. Each member's annual salary for his or her regular contract for the school year (of children(s)' desired enrollment) multiplied by the amount of the District's income tax in effect at the beginning of each school year desired for children(s)' enrollment.
- b. The above-described payment shall be divided over the annual pay cycle (i.e. 26 pays per year) and shall be paid by payroll deduction. The employee must contact the Treasurer during the first week of school to sign up for payroll deduction.

ARTICLE 22 **GRIEVANCE PROCEDURE**

22.01 Definitions

1. A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the written Agreement entered into between the Board and the Union, setting forth the understanding of the parties upon those matters negotiated and agreed to.
2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. A grievance alleged to be a group grievance shall have risen out of identical circumstances affecting each member of said group and signed by each grievant.
3. Party of interest shall mean the person or persons making the claim, including their designated representative as provided herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.

22.02 Time Limits - The number of days indicated at each step is considered a maximum.

1. If an employee does not file a grievance in writing fifteen (15) days after he or she knew or should have known of the act or conditions on which the grievance is based, the grievance shall be considered waived.
2. If the decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred. Failure at any step of these procedures to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step.

All notices of hearing and dispositions of grievances may be served in person or mailed by regular or registered mail, with the return receipt requested, with the date of mailing, or postmark and date of receipt. The appropriate official shall initial the appeal on the date on which it was received.

22.03 Grievance Procedure – Informal Level

Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board or the terms of the Agreement.

22.04 Step 1 – Immediate Supervisor

If the grievance is not resolved with five (5) days of such informal meeting, or if the employee has elected not to use the informal procedure, he or she may present his or her formal claim by submitting a completed Grievance Report Form, Step 1. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and the relief sought shall be submitted by the employee to the immediate supervisor within the time limits set forth in A (5). Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the employee in an effort to resolve the grievance. The immediate supervisor shall indicate his or her disposition of the grievance within five (5) days after such meeting by completing Step 1 of the Grievance Report Form and returning it to the employee. The Union and the Superintendent shall both be notified, in writing, as to such disposition of the grievance.

22.05 Step II – Superintendent

If the Union is not satisfied with the disposition of the grievance at Step I, or if no disposition has been made within the above time limits, the grievant shall complete the Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the Superintendent shall meet with the grievant and/or his or her Union representative. Within five (5) days of their meeting, the Superintendent shall indicate, in writing, the disposition of the grievance by completing his or her portion of Step II and forward to the employee. The immediate supervisor shall be notified, in writing, of said disposition. If the Grievance Report Form is not forwarded by the grievant to the Superintendent within five (5) days after receipt of the disposition of Step I, the grievance shall be considered waived and further action barred.

22.06 Step III – Board of Education

If the Union is not satisfied with the disposition of the grievance in Step II, or if no disposition has been made within the above time limits, the grievant shall complete the Grievance Report Form, Step III, and submit the grievance to the Board. Within five (5) days of receipt, the Board shall meet with the grievant and/or his or her Union representative. Within five (5) days of their meeting, the Board shall indicate, in writing, the disposition of the grievance by completing their portion of Step III and forward to the employee. The immediate supervisor shall be notified, in writing, of said disposition. If the Grievance Report Form is not forwarded by the grievant to the Board within five (5) days after receipt of the disposition in Step II, the grievance shall be considered waived and further action barred.

22.07 Step IV – Grievance Mediation

If the grievance is not resolved in Step III, the Union shall submit the grievance to Federal Mediation and Conciliation Service (FMCS) Grievance Mediation. The parties shall first attempt to agree to a mediator, and if unable to do so, will ask FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS rules.

22.08 Step V – Binding Arbitration

If the Union is not satisfied with the disposition made by the Board, or if no disposition has been made within the above stated time limits, the Union shall

complete the Grievance Report Form, Step V, and submit the grievance within five (5) days of the employee's receipt of the Step III response, along with the Union's written intent to submit the matter to arbitration. Upon receipt of the grievance and the notice of intent, the parties, thereafter, shall file a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators to assist in resolving the matter.

Using FMCS rules, the parties shall make selection of the arbitrator and costs of the arbitrator shall be borne by the losing party. The decision of the arbitrator shall be final and binding on the Board, the Union, and each employee involved, but the arbitrator shall have no authority to add to, subtract from, or modify any terms of this Agreement, nor issue any award that is contrary to law.

22.09 Right of the Grievant and the Union

1. A grievant may appear on his or her behalf at Step I or may be represented at Step II and all subsequent steps on the grievance procedure by the Union.
2. The fact that an employee files a grievance shall not be recorded in his or her personnel file or in any file in the transfer and assignment process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant or the Union be placed in jeopardy or the subject for reprisal or discrimination for having followed their grievance procedure. If a grievance appears to arise from the actions of an authority higher than a Principal of a school and affects a group or classification of employees, it may be submitted to Step II.

22.10 Miscellaneous

1. A grievance may be initiated at a step higher than Step I upon mutual consent of the parties.
2. Time limits may be extended or waived by mutual written consent of the parties.
3. No grievance may be filed by an employee after his or her date of termination, except for disciplinary matters.

4. Should the Board fail to respond within the prescribed time limits, the grievant or the Union, whichever is applicable, may move the grievance along immediately to the next higher step.

ARTICLE 23 **NEGOTIATION PROCEDURE**

23.01 Directing Requests

Requests for meetings shall be made from the Union not more than ninety (90) days nor less than sixty (60) days prior to the expiration of the Agreement. The Union shall also file a copy of the notice with the State Employment Relations Board (SERB) and its request to negotiate.

A meeting shall be set within fifteen (15) days of such request to open negotiations.

23.02 Meetings

Representatives designated by the Board will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. Neither party shall have control over the selection of the other parties' team members. While no agreement can be executed without ratification by the Union and final approval by the Board, the negotiating teams have the responsibility to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. No more than one (1) Staff Field Representative of OAPSE/AFSCME may negotiate on behalf of the Union.

23.03 Assistance

If consultants are needed to clarify issues, they may speak only in an advisory capacity.

23.04 Public News Releases

At the conclusion of negotiations, public news releases may be issued by either party providing a copy of such release is submitted to the other party in advance of the release.

23.05 Study Committee

The parties may appoint and hold study committees to research, study and develop reports, and make recommendations on matters under consideration. The committees shall report findings to the parties.

23.06 Progress Reports

Reports may be issued jointly with the approval of both parties.

23.07 Exchange of Information

The Board agrees to furnish the Union's Negotiation Committee, upon reasonable request, all available information concerning financial resources of the District. Such information will include the tentative budget, before it is scheduled to be adopted, as well as preliminary budgetary proposals; requirements, allocation, and such other information as will assist the Union in developing intelligent, accurate, and constructive programs on behalf of the employees.

23.08 Agreement

As negotiated issues are agreed to, they shall be reduced to writing and initialed and dated by the Chief Negotiator of each party. Such initialing shall mean that Tentative Agreement has been reached by both parties on that issue only. All initialed and dated issues shall be presented as a package and submitted to finalization by ratification by the membership of the Union and final adoption by the Board.

When an agreement is reached through negotiations, the package in its entirety shall be reduced to writing. Both parties shall review the Agreement together to determine its accuracy. When the Agreement has been reduced to its final form; it shall be submitted to the Union for its ratification. If and when the Agreement is adopted by the Board, the Agreement shall become part of the official Board minutes. Said Agreement shall be signed by the Board's representatives and the Union's representatives. The Agreement shall constitute a modification of the contents of this Agreement.

Prior to the Negotiated Agreement being presented to the Union or the Board, each member of both negotiating teams pledge to recommend adoption of the Tentative Agreement.

23.09 Impasse Procedure

- A. In the event an Agreement is not reached by negotiations within forty-five (45) days of the initial negotiation session between the parties, either of the parties shall have the option of declaring impasse. The time period may be extended by mutual agreement.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the positions of the parties have solidified and parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.
- D. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. (FMCS)
- E. The Mediator has no authority to recommend or to bind either party to any agreements.
- F. The parties intend for the impasse procedures contained in Section A through E above to supersede the statutory impasse procedures contained in O.R.C. 4117.14.

ARTICLE 24 **JURY DUTY**

- 24.01 When a member is called for jury service, he/she shall give his/her immediate supervisor notice and the employee shall receive his/her regular pay from the Board. The employee shall retain the stipend received from the courts. The employee shall provide proof of having served.
- 24.02 Such leave shall not be deducted from sick leave or personal leave.

24.03 Employees called for jury duty and subpoenaed for a court appearance on behalf of the Board shall notify their immediate supervisor and/or building principal as soon as possible following receipt of notice.

ARTICLE 25 **LABOR RELATIONS SEMINAR**

25.01 The Union shall establish a Labor Relations Committee who shall be in charge of an annual Labor Relations Seminar.

25.02 The purpose of such a labor Relations Seminar is to provide members with information to improve relations with their Board, Administration, and non-members.

25.03 The Board agrees to pay a seminar fee for attending. The Union shall submit a list of eligible classified employees to the Treasurer's office following this seminar. This seminar fee shall be paid in a lump sum, by separate check, by the end of October.

25.04 The Board shall pay each of the eligible classified employees a seminar fee not to exceed the employees' annual Union dues for each year of the Agreement as follows:

Employees scheduled 6 hours or less per day	\$300.00
Employees scheduled more than 6 hours per day	\$400.00

ARTICLE 26 **IMPLEMENTATION**

26.01 Consistent with O.R.C. 4117.10 (A), the terms of this written Agreement prevail over any contrary provisions of State law or State regulations.

26.02 Should any provision or portion of this Agreement be held unlawful and unenforceable by any court, legislative, administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

26.03 This Agreement constitutes to total Agreement between the parties.

ARTICLE 27 **NO STRIKE/LOCKOUT**

- 27.01 In exchange for recognition and covenants in this Agreement, the Union agrees not to engage in a strike or any other form of concerted activity which would amount to a withholding or partial withholding of the services for which the members were hired to perform during the term of this Agreement.
- 27.02 The Union further agrees to actively discourage, to the extent reasonable necessary, a strike or any other form of concerted activity amounting to a withholding or a partial withholding of services during the terms of this Agreement.
- 27.03 The Board agrees there shall be no lockout of employees covered hereunder during the term of this Agreement.

ARTICLE 28 **SERS PICKUP**

- 28.01 The employer shall pickup contribution to the School employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method. The amount to be picked up on behalf of each employee shall be equal to their current or future statutory required contribution. The employee's regular compensation shall be reduced by an amount equal to the amount picked up by the Board for the purpose of State and Federal tax.

ARTICLE 29 **MISCELLANEOUS**

- 29.01 TB tests, if required, shall be paid for by the Board.
- 29.02 Custodians who are currently being compensated with Boiler Operators License shall receive \$0.30 per hour, regardless of need, while continuously employed by the Board. (Effective 8/7/89).

29.03 The Board agrees to put hours and days worked on job descriptions and give a copy to each employee.

29.04 **Left intentionally blank.**

29.05 Custodians working the evening shift and any custodian working regular shift on Saturdays shall receive \$0.25 per hour premium.

29.06 Employees who do not miss a day of work, including sick leave, personal leave or unpaid days for one (1) year commencing on July 1st and ending June 30th shall receive a bonus to be paid by separate check, by August 31, as follows:

\$400.00	(Full-time employees – 12 months)
\$300.00	(Full-time employees – less than 12 months)
\$200.00	(Employees working 4 hours or less)

29.07 Special Education Paraprofessionals

- A. Any new aide/paraprofessional whose job duties include assisting one specific student will be placed in this classification upon being hired or accepting a positon as a one-on-one aide/paraprofessional.
- B. When a special education student enrolls/transitions into the District, the parties recognize that consistency in personnel is in the student's best interest.
- C. The District may retain the services of a substitute paraprofessional or a Madison Champaign County Educational Service Center (MCCESC) classroom aide to provide one-on-one services for a special education student transitioning into the District. This transition period shall be no more than forty-five (45) school days of student attendance after the student's enrollment.
- D. If a special education student remains enrolled after completing this 45-day transition period, the District will post a Special Education Paraprofessional/Aide (One-on-One) vacancy under Article 17 of the negotiated agreement. To fill the vacancy, the District will first recall any employees on layoff due to a reduction in force who were in this classification, pursuant to Article 18 of the agreement. If no such person(s) exist, the District will fill the vacancy pursuant to Article 17 of the agreement.

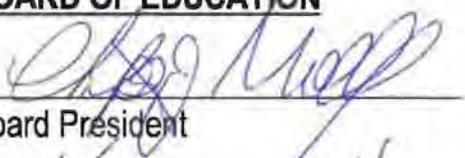
- E. If an employee not eligible for health benefits or an employee hired outside of the District fills the vacancy, the employee shall not be eligible for insurance during the first forty-five (45) workdays in the position. After this time, if the employee has worked an average of twenty (20) hours or more per week, he or she will be eligible for benefits pursuant to Section 10.02 of the negotiated agreement. Eligibility may be reassessed after the first forty-five (45) workdays of each school year.
- F. If the Superintendent determines that a special education student is no longer attending school in the District, any reduction in force shall be subject to Article 18 of the negotiated agreement.

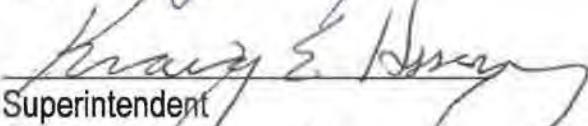
29.08 Starting with the 2017-18 school year, all nine-month employees will continue to work a minimum of 181 days or equivalent hours per year. On work days when students are not in attendance, nine-month employees will be required to complete professional development and/or other duties when and as determined by the administration.

ARTICLE 30
DURATION OF AGREEMENT

30.01 This Agreement shall be in effect July 1, 2017 and shall remain in effect through June 30, 2021. IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2017.

**WEST LIBERTY-SALEM
SCHOOL
BOARD OF EDUCATION**

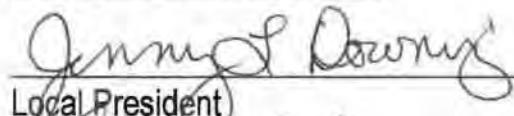

Board President

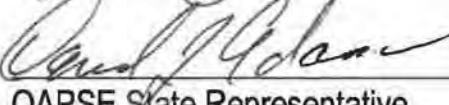

Superintendent


Treasurer

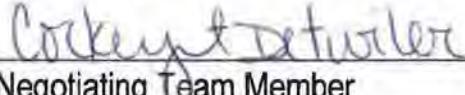
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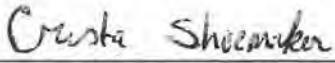
**OHIO ASSOCIATION OF PUBLIC
EMPLOYEES LOCAL #593**


Local President


OAPSE State Representative


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

2017-2018 Classified Employee Pay Scale

2% base increase

Step	Bus Driver	Custodian	Teacher Asst.	P. Professional	Food Service	Secretary
		\$16.85	\$15.24	\$13.06	\$13.71	\$15.56
0	1.000	\$16.85	1.000	\$15.24	1.000	\$13.71
1	1.020	\$17.19	1.015	\$15.47	1.015	\$13.92
2	1.040	\$17.52	1.030	\$15.70	1.030	\$14.12
3	1.060	\$17.86	1.045	\$15.93	1.045	\$14.33
4	1.080	\$18.20	1.060	\$16.15	1.065	\$14.60
5	1.100	\$18.54	1.080	\$16.46	1.085	\$14.88
6	1.130	\$19.04	1.100	\$16.76	1.105	\$15.15
7	1.160	\$19.55	1.120	\$17.07	1.125	\$15.42
8	1.190	\$20.05	1.140	\$17.37	1.150	\$15.77
9	1.220	\$20.56	1.160	\$17.68	1.175	\$16.11
10	1.250	\$21.06	1.190	\$18.14	1.200	\$16.45
11	1.265	\$21.32	1.205	\$18.36	1.215	\$16.66
12	1.280	\$21.57	1.220	\$18.59	1.230	\$16.86
13	1.290	\$21.74	1.230	\$18.75	1.240	\$17.00
14	1.300	\$21.91	1.240	\$18.90	1.250	\$17.14
15	1.310	\$22.07	1.250	\$19.05	1.260	\$17.27
16	1.315	\$22.16	1.255	\$19.13	1.265	\$17.34
17	1.320	\$22.24	1.260	\$19.20	1.270	\$17.41
18	1.330	\$22.41	1.270	\$19.35	1.280	\$17.55
19	1.330	\$22.41	1.270	\$19.35	1.280	\$17.55
20	1.340	\$22.58	1.280	\$19.51	1.290	\$17.69
23	1.370	\$23.08	1.310	\$19.96	1.320	\$18.10
25	1.400	\$23.59	1.340	\$20.42	1.350	\$18.51
						\$21.01

Add .10/hour for custodians

Add .25/hour for custodians for 2nd shift premium

2018-2019 Classified Employee Pay Scale

2% base increase

Step	Bus Driver	Custodian	Teacher Asst.	Food Service	Secretary
			P. Professional		
		\$17.19	\$15.54	\$13.32	\$13.98
0	1.000	\$17.19	1.000	\$13.32	1.000
1	1.020	\$17.53	1.015	\$13.52	1.015
2	1.040	\$17.88	1.030	\$13.72	1.030
3	1.060	\$18.22	1.045	\$13.99	1.045
4	1.080	\$18.57	1.060	\$14.25	1.065
5	1.100	\$18.91	1.080	\$14.52	1.085
6	1.130	\$19.42	1.100	\$14.79	1.105
7	1.160	\$19.94	1.120	\$15.12	1.125
8	1.190	\$20.46	1.140	\$15.45	1.150
9	1.220	\$20.97	1.160	\$15.85	1.175
10	1.250	\$21.49	1.190	\$16.25	1.200
11	1.265	\$21.75	1.205	\$16.52	1.215
12	1.280	\$22.00	1.220	\$16.72	1.230
13	1.290	\$22.18	1.230	\$16.85	1.240
14	1.300	\$22.35	1.240	\$16.98	1.250
15	1.310	\$22.52	1.250	\$17.18	1.260
16	1.315	\$22.60	1.255	\$17.25	1.265
17	1.320	\$22.69	1.260	\$17.32	1.270
18	1.330	\$22.86	1.270	\$17.45	1.280
19	1.330	\$22.86	1.270	\$17.45	1.280
20	1.340	\$23.03	1.280	\$17.65	1.290
23	1.370	\$23.55	1.310	\$18.12	1.320
25	1.400	\$24.07	1.340	\$18.58	1.350

Add .10/hour for custodians

Add .25/hour for custodians for 2nd shift premium

2019-2020 Classified Employee Pay Scale

(possibly 2% based on fund balance)
1.5% base increase subject to change

Step	P. Professional				
	Bus Driver	Custodian	Teacher Asst.	Food Service	Secretary
	17.44785	15.7731	13.5198	14.1897	16.10805
	\$17.45	\$15.77	\$13.52	\$14.19	\$16.11
0	1.000	\$17.45	1.000	\$15.77	1.000
1	1.020	\$17.80	1.015	\$16.01	1.015
2	1.040	\$18.15	1.030	\$16.24	1.030
3	1.060	\$18.50	1.045	\$16.48	1.045
4	1.080	\$18.85	1.060	\$16.72	1.065
5	1.100	\$19.20	1.080	\$17.03	1.085
6	1.130	\$19.72	1.100	\$17.35	1.105
7	1.160	\$20.24	1.120	\$17.66	1.125
8	1.190	\$20.77	1.140	\$17.98	1.150
9	1.220	\$21.29	1.160	\$18.29	1.175
10	1.250	\$21.81	1.190	\$18.77	1.200
11	1.265	\$22.07	1.205	\$19.00	1.215
12	1.280	\$22.34	1.220	\$19.24	1.230
13	1.290	\$22.51	1.230	\$19.40	1.240
14	1.300	\$22.69	1.240	\$19.55	1.250
15	1.310	\$22.86	1.250	\$19.71	1.260
16	1.315	\$22.95	1.255	\$19.79	1.265
17	1.320	\$23.03	1.260	\$19.87	1.270
18	1.330	\$23.21	1.270	\$20.03	1.280
19	1.330	\$23.21	1.270	\$20.03	1.280
20	1.340	\$23.38	1.280	\$20.19	1.290
23	1.370	\$23.91	1.310	\$20.66	1.320
25	1.400	\$24.43	1.340	\$21.13	1.350

Add .10/hour for custodians

Add .25/hour for custodians for 2nd shift premium

2020-2021 Classified Employee Pay Scale

(possibly 1% based on fund balance)
.5% base increase subject to change

Step	P. Professional				
	Bus Driver	Custodian	Teacher Asst.	Food Service	Secretary
	17.53725	15.84885	13.5876	14.26095	16.19055
	\$17.54	\$15.85	\$13.59	\$14.26	\$16.19
0	1.000	\$17.54	1.000	\$15.85	1.000
1	1.020	\$17.89	1.015	\$16.09	1.015
2	1.040	\$18.24	1.030	\$16.33	1.030
3	1.060	\$18.59	1.045	\$16.56	1.045
4	1.080	\$18.94	1.060	\$16.80	1.065
5	1.100	\$19.29	1.080	\$17.12	1.085
6	1.130	\$19.82	1.100	\$17.44	1.105
7	1.160	\$20.35	1.120	\$17.75	1.125
8	1.190	\$20.87	1.140	\$18.07	1.150
9	1.220	\$21.40	1.160	\$18.39	1.175
10	1.250	\$21.93	1.190	\$18.86	1.200
11	1.265	\$22.19	1.205	\$19.10	1.215
12	1.280	\$22.45	1.220	\$19.34	1.230
13	1.290	\$22.63	1.230	\$19.50	1.240
14	1.300	\$22.80	1.240	\$19.65	1.250
15	1.310	\$22.98	1.250	\$19.81	1.260
16	1.315	\$23.07	1.255	\$19.89	1.265
17	1.320	\$23.15	1.260	\$19.97	1.270
18	1.330	\$23.33	1.270	\$20.13	1.280
19	1.330	\$23.33	1.270	\$20.13	1.280
20	1.340	\$23.50	1.280	\$20.29	1.290
23	1.370	\$24.03	1.310	\$20.76	1.320
25	1.400	\$24.56	1.340	\$21.24	1.350

Add .10/hour for custodians

Add .25/hour for custodians for 2nd shift premium

**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR OAPSE CONTRACT**

The West Liberty-Salem Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the West Liberty-Salem Education Association and the Ohio Association of Public School Employees, AFSCME LOCAL 4/AFL-CIO, Local No. 593, effective from July 1, 2017 through June 30, 2021.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.


Treasurer


Board President


Superintendent