

NEGOTIATED AGREEMENT

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, Local 676

AND

WOODMORE BOARD OF EDUCATION

July 1, 2018 - June 30, 2021

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

PART I. MASTER AGREEMENT

ARTICLE I. AGREEMENT

In consideration of the mutual promises contained herein, this agreement is made and entered this 1st day of July, 2018, by and between the Woodmore Board of Education and the Ohio Association of Public School Employees (OAPSE), Local 676.

ARTICLE II. RECOGNITION

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

Bargaining unit is defined to include:

1. Administrative Assistants
2. Custodians: Head Custodian, Custodian
3. Food Service: Head Cook, Assistant Head Cook, Cook/Cashier
4. Bus Drivers
5. Library Paraprofessional - Elementary
6. Computer Paraprofessional
7. Aides/Monitors/Other Clerical
8. Paraprofessional
9. VLA Paraprofessional

Exclusions:

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

- B. Management Rights

Except as may be limited by law or the express terms of this agreement, the Board maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations and rules as it may deem necessary, in such manner as the Board shall determine. Except as may be limited by law or the express terms of this agreement,

the Board's right to manage its operations shall include, but not be limited to, its right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the district, standards of services, its budget, utilization of technology and organizational structure.
2. Direct, supervise, evaluate and hire non-instructional personnel.
3. Maintain and improve the efficiency and effectiveness of Board operation.
4. Determine the overall methods, process, means or personnel by which operations are to be conducted.
5. Suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, schedule, promote or retain non-instructional personnel;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Board;
8. Effectively manage the workforce;
9. Take actions to carry out the mission of the Board as a governmental unit;
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

ARTICLE III. AREAS FOR DISCUSSION AND AGREEMENT

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

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

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

ARTICLE IV. BARGAINING PROCEDURES

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

(5) members. Bargaining shall be held in executive session.

C. Time Limits:

1. Either party may call for a caucus during the negotiations for a period up to fifteen (15) minutes, unless mutually agreed to a longer period of time.
2. Bargaining sessions shall last a maximum of two (2) hours unless a longer time is mutually agreed by both parties.

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

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

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

G. Resolving Differences:

Impasse Provisions:

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
5. The mediator has no authority to recommend or to bind either party to any agreements.

PART II. NEGOTIATED AGREEMENT

A. CONFLICT WITH LAW OR REGULATIONS

If any provision of this document, or any applications of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal or state

law, regulations, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

B. LABOR-MANAGEMENT MEETINGS

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

C. NO STRIKE CLAUSE

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

D. ENTIRE AGREEMENT CLAUSE

Items agreed to upon ratification date of this Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties.

This Agreement will be effective as of July 1, 2018 - June 30, 2021.

E. COPY OF NEGOTIATED AGREEMENT AND BOARD POLICY

An electronic copy of the signed Negotiated Agreement shall be provided for each licensed employee via his/her school email address no later than thirty (30) days following the full execution of the final collective bargaining agreement. The Board shall also provide three (3) signed photo ready copies of the Agreement in each building.

A Board Policy Manual as well as a copy of the signed Negotiated Agreement will be available on the District's website.

F. ASSOCIATION BUSINESS

The Association requests the right to use machines for publication of notices and other materials, provided such work does not take precedence over assigned duties.

The Board will provide one copy of the agenda for each board meeting to the Association President, prior to each board meeting.

G. DAYS

For purposes of clarification, all days are recognized as "work days," not calendar days, unless otherwise stated as calendar days.

H. RELEASE TIME

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

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

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

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

I. OAPSE LOCAL REPRESENTATIVE TO CONVENTION/UNION WORKSHOP

The OAPSE Local President or his/her designee and one (1) other officer may be granted up to four (4) days each to attend the Annual Ohio Conference or workshops of OAPSE without loss of pay.

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

J. FAIR SHARE FEE

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

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

Indemnification of Employer

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

The Association agrees to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that the Employer acted in good faith compliance with the fair share fee provision of the Agreement; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply

(except due to court order) or misapplies such fair share fee provisions herein.

K. DUES DEDUCTIONS

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

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

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

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

L. VOLUNTARY PEOPLE DEDUCTION

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

PART III. EMPLOYMENT: Contracts, Bids, Practices

A. CONTRACTS

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

Initial hires with the Board will have a probationary period of ninety (90) work days. However, should the Board have documentation to present to the new hire and Local President or designee, the Board may extend the probationary period for an additional thirty (30) work days. During the probation period the initial hire may be released without cause, for any reason, or no reason at all. Any such release while on probationary status shall not be grievable.

B. SENIORITY

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

C. JOB DESCRIPTIONS

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

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

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

All employees will be evaluated annually by their immediate supervisors and presented with their evaluation in writing. The employee shall have the right to attach a written response to the evaluation within fifteen (15) days after being presented with their evaluation.

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

D. BID PROCEDURES

When a vacancy occurs in a classification in the bargaining unit, a dated notice shall be e-mailed to all employees in the bargaining unit. Employees have 5 working days to bid on vacancy. Once the Superintendent makes the decision to fill a vacancy, the position will be filled within thirty (30) working days. Any employee may apply in writing to the central office and the immediate supervisor for the vacant position.

1. Any employee from another classification who meets the qualifications will be considered for the position and shall be given an interview. The position will be filled with the most qualified applicant. In the event all relevant factors are equal, the applicant with the greatest seniority will be offered the position.
2. All jobs filled as a result of bid procedure have a probationary period for a maximum of thirty (30) days.
 - a. If the employee's service is not satisfactory in the new position, as determined

by the Superintendent, the Superintendent will return them to their previous position.

- b. An employee selected to fill a vacancy in a classification with a higher rate of pay shall have the right to request transfer to his/her former position within fifteen (15) days of starting the new assignment. Said employee may be required to remain in the position for up to thirty (30) days until the vacancy can be filled by a qualified person. Employees who return to the former position shall negate future rights to bid on that position for a period of one (1) year.
3. If an employee is not selected through the bid procedure, the Board shall have the right to fill this position with an outside applicant.
4. Employees can initiate a transfer from one shift to another. If both employees agree with the proposed transfer request, it will be considered by management. Management retains the right to approve or deny the request.

E. PRIOR EXPERIENCE

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

F. LAYOFF AND RECALL

1. If it becomes necessary to reduce the number of employees in a job classification for lack of work or lack of funds, the following procedure shall govern a layoff.
2. The number of people affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
3. Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to classification seniority. Authorized leaves of absence do not constitute an interruption in continuous service, but time on leaves of absence of one-half work year or more shall not count toward years of experience.
4. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of the layoff, employees on probation shall be laid off first.
5. The identified employee(s) shall be laid off from her/his current position. An individual subject to layoff is entitled to bump a less senior employee in her/his same job title in the same classification, or, if none is available, a less senior employee in a lower-rated job in the affected employee's same job classification within five (5) working days.

When an employee can no longer exercise her/his classification seniority, she/he may use system seniority to displace a less senior employee in a previously held

classification beginning with the classification most recently held, provided the employee retains the required qualifications.

Job titles and classification series are set forth as follows:

- a. Paraprofessional/Aides
 - i. Computer Paraprofessional/Library Paraprofessional-Elementary
 - ii. Paraprofessional
 - iii. VLA Paraprofessional
 - iv. Aide/Monitor/Other Clerical
 - b. Food Service
 - i. Head Cook
 - ii. Assistant Cook
 - iii. Cook/Cashier
 - c. Administrative Assistants
 - d. Transportation
 - e. Custodial
 - i. Head Custodian
 - ii. Custodian
6. Forty (40) calendar days prior to the effective date of layoffs, the Superintendent shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff by certified or registered mail, return receipt requested or written notice may be given in person in a private, businesslike manner.
 7. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list, before any new employees are hired in that classification or any employee is reinstated from the probationary list.
 8. Any employee who declines reinstatement or fails to reply to the Board of Education within ten (10) working days of the mailing by certified or registered mail on an offer of work equal to or greater than the hours of their former position will be removed from the reinstatement list.
 9. The employees name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

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

G. SUBSTITUTE - HIGHER CLASSIFICATION

When a regular employee is substituting for an absent employee who has a higher position, the substituting employee will be paid the wages on the wage schedule for the higher position.

H. CUSTODIAL PRACTICES

1. Custodial Rotation:

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

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

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

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

2. Custodian on Duty:

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

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

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

When school facilities are used for activities involving more than fifty (50) people, the

building Principal and Head Custodian at that the location will discuss the need for additional custodians being assigned to the activity.

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

4. Custodial Shift Pay Practices:

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

Second Shift	\$.25 per hour
Third Shift	\$.50 per hour

Overtime will be considered with shift differential.

5. All extra activities occurring at a building site shall be filled by the Administration with the following steps below. Administration will make every effort to follow the steps in sequence. Administration, at their discretion, may assign extra work directly at Step 4 or Step 5. Administrative discretion when assigning extra work shall not be grievable.
 1. Administration shall offer extra work by seniority rotation per building where the extra activity is held.
 2. If all employees decline the extra work in the designated building, Administration shall offer the extra work by seniority rotation in the other building.
 3. If no employee within this classification district-wide accepts the work, Administration shall offer the extra work to OAPSE members outside of this classification who have signed up for extra duty assignments.
 4. Administration shall offer the extra work to out-of-district substitute employees.
 5. Administration shall assign the extra work to the lowest seniority employee in the classification and at the building in which the extra activity is held. If this circumstance happens again, the employee with the second least seniority per building shall be required to work and so on.

I. LUNCHROOM PRACTICES

1. The head cook assigned to each site is responsible for the assignment of substitute employees in the operation of the kitchen.
2. Less than full-time employees shall be called in on seniority list on a rotating basis and work the additional hours and return to their normal position. The head cook shall then secure remaining substitute employees as needed.
3. A ten (10) minute break will be scheduled for each cook, by the head cook, as the workday permits. This shall not interrupt the normal operation of the lunchroom.

4. All extra activities occurring at a building site shall be filled by the Administration with the following steps below. Administration will make every effort to follow the steps in sequence. Administration, at their discretion, may assign extra work directly at Step 4 or Step 5. Administrative discretion when assigning extra work shall not be grievable.
 1. Administration shall offer extra work by seniority rotation per building where the extra activity is held.
 2. If all employee(s) decline the extra work in the designated building, Administration shall offer the extra work by seniority rotation in the other building.
 3. If no employee within this classification district-wide accepts the work, Administration shall offer the extra work to OAPSE members outside of this classification who have signed up for extra duty assignments.
 4. Administration shall offer the extra work to out-of-district substitute employees.
 5. Administration shall assign the extra work to the lowest seniority employee in the classification and at the building in which the extra activity is held. If this circumstance happens again, the employee with the second least seniority per building shall be required to work and so on.

However, if the event is a fund-raising event or a District event where the kitchen equipment is not being used, it will be up to the Superintendent/designee's discretion to assign Food Service staff.

J. SCHOOL BUS PRACTICES

1. Only regular contracted drivers and substitute bus drivers may drive buses for regular routes and extra trips, unless an emergency arises. In the event of an emergency, the Transportation Supervisor shall be notified as soon as practicable.
2. School personnel, other than regular and substitute drivers, may drive and use the school van when the number of passengers does not exceed one van load limit. Overnight extra trips may be transported by the school van driven by other school personnel and/or private transportation, as determined by the administration.
3. Substitute drivers shall be used when contracted drivers are off due to illness or other reasons.

Exceptions: When a regular contracted driver takes personal leave he/she shall be entitled to an extra trip on the same day provided:

- a. It must be their turn in rotation.

b. Extra trip cannot be during regular working hours.

4. Payment for regular contracted drivers and substitute drivers will be according to driving time and layover time. No payment will be made when the driver is not on call.
5. The transportation supervisor shall make adjustments in scheduling or routing as necessary.
6. Extra Trips shall be in accordance with the provisions below.

Extra Trips:

- A. A seniority list of all regular contracted drivers shall be used for extra trips on a rotating basis before substitutes are called.
- B. For all extra trips scheduled on a given day, regular contracted drivers will be given their choice of extra trips based on the seniority rotation.
- C. Extra trips will be assigned on a seniority rotating basis and assigned by the Transportation Supervisor.
- D. Extra trips shall only be assigned before and after the normal route unless there is no substitute driver available.
- E. Regular contracted drivers cannot forego regular routes for the purpose of taking extra trips unless assigned by the Transportation Supervisor.
- F. Once assigned an extra trip, there shall be no trading among drivers.
- G. When a driver takes an extra trip, said driver is to remain at the site unless prior approval of leaving is secured in writing from the Superintendent or his designee. It is understood that if a driver does leave a site, said driver shall not be paid for the time away.
- H. In the event a driver refuses or cannot take an extra trip, said driver shall lose that turn in rotation.
- I. Drivers assigned and unable to take an assigned extra trip because of health and/or personal emergencies shall notify the Transportation Supervisor or his/her designee at least two (2) hours prior to departure time, except in cases of emergency.

- J. Regular contracted drivers will receive their regular rate of pay if the extra trip is during their regular route and any time beyond the driver's regular route time would be subject to driving rates and layover rates for the extra trip.
- K. When a contracted bus driver has been assigned an extra trip and that trip is canceled, that driver shall be assigned the next available extra trip.
- L. When a regular contracted driver has been assigned an extra trip, arrives at work, and the extra trip has been canceled, a regular contracted driver shall receive one hour of pay at the driver's regular rate of pay.

7. Other practices:

- a. The Board shall pay a maximum of \$20.00 for the CDL license; and additionally the Board shall pay a maximum of \$25.00 for a physical.
- b. Bus drivers will be provided appropriate and necessary medical information pertaining to students they transport. This information shall be treated confidentially.
- c. Drivers shall receive up to two (2) hours per run per year for making out maps and seating with the authorization of the transportation supervisor.
- d. The transportation supervisor must authorize the washing of buses.
- e. All drivers shall receive thirty (30) minutes a day for cleaning, reporting, and fueling buses.

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

- 1. The Woodmore Local School District will pay for required alcohol and drug testing expenses.
- 2. Bus Drivers and Employees required to be tested while on duty will be paid a minimum one hour of time involved in the random testing. Bus Drivers and Employees required to show up on off duty hours will receive a minimum two hours for time involved in testing. The time will be paid at his/her regular hourly rate.
- 3. If the employee believes the positive results are inaccurate, the employee shall submit, in writing, a statement indicating why he/she believes the test results are inaccurate. The employee shall pay for any additional testing on the original sample. The Board shall reimburse the employee the cost of the additional test(s) if the additional test(s) returns a negative test result.
- 4. On the first occurrence that an employee's test is positive for alcohol (at .02 and beyond) and/or drugs, the employee may be subject to discipline up to and including termination. An employee who is not terminated shall be required to attend a rehabilitation treatment program (Employee Assistance Program). The employee shall

not be permitted to return to work unless the program has been successfully completed. The cost of the program shall be at the expense of the employee. The employee shall be afforded his/her sick leave, vacation, personal leave and/or a medical unpaid leave at his/her request.

5. Test results shall be released to the employee.

L. ADMINISTRATIVE ASSISTANT PRACTICES

1. All full-time Administrative Assistants will be entitled to thirty (30) minutes uninterrupted, unpaid lunch, excluding emergency situations.
2. Variations in scheduling may be developed in concert with the administrator and employees building by building.

M. ATHLETIC PASSES

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

If the Building Principal feels that there will not be a sufficient number of staff members at a school function, which occurs after school hours on a school day, he/she may ask for volunteers to attend such functions. If not enough volunteers are obtained, he/she may, on a rotating basis, assign staff who utilize a pass.

N. EPIDEMIC OR PUBLIC CALAMITY

When the District is closed due to an epidemic or public calamity, classified school employees are not required to report to duty except as deemed necessary by the employee's immediate supervisor or Superintendent. When required to report to work, employees shall receive one-half (1/2) times their regular hourly rate for hours worked during calamity time in addition to their regular calamity day pay.

In the event the number of days school is closed due to an epidemic or public calamity exceeds five (5) days, employees on the 6th, 7th, or 8th school day may choose to report to work and be paid or may choose not to report to work and (a) use vacation or personal leave or (b) not be paid.

- Staff will report to school according to the two-hour delay schedule unless there is a Level 3 weather emergency or its equivalent is declared in the county where the school district is located or the county where the staff member resides.

No employee will be required to report to work in the event that a Level 3 road emergency or its equivalent is declared in a staff member's local jurisdiction of residence or the county in which the school district is located.

When the student day is altered due to a two-hour delay or early release, the classified employee's day shall be altered in the same way, unless deemed necessary to work by the employee's immediate supervisor or Superintendent. Custodial and Kitchen employees will report as directed by their immediate supervisor or Superintendent.

Calamity days, Epidemics, and/or Public Calamities shall be declared at the discretion of the administration or government officials.

1. Any employee who is on pre-approved leave shall not be docked leave in the event of a calamity day, provided the calamity day does not fall on day 6, 7, or 8.

Should the instructional student days be added to the end of the school year due to an epidemic or public calamity and the non-teaching employee has already received pay for the day the District was closed, then no other pay will be due to the non-teaching employee.

Administration may require employees to report to work on days added to the end of the school year, equal to the the number of days (above 8) due to epidemic or public calamity, even if students will not be in attendance.

O. SCHOOL CALENDAR

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

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

P. E-MAIL COMMUNICATIONS

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

Email may be accessed during duty times, provided checking email does not take precedence over assigned duties.

Q. SUPPLEMENTAL CONTRACTS

It is understood by the Association that Supplemental Contracts shall be filled in accordance to the Ohio Revised Code. In the event that a supplemental contract is not filled according to ORC 3319.08, OAPSE members shall be offered the opportunity to apply for the supplemental contract before the supplemental contract is opened to the public.

PART IV. PROCEDURES

A. DISCIPLINARY PROCEDURES

The following are guidelines for progressive disciplinary action which shall be used for employee

job deficiencies and/or unacceptable employee conduct, standards, or practices:

1. Level One - Will be in the form of a Written Verbal Warning, to include employee's name, reason for discipline, and the date and time it was received by the employee.
2. Level Two - Written Warning
3. Level Three - Up to five (5) day suspension without pay
4. Level Four - Termination.

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

The bargaining unit member may be accompanied by the representative of his/her choice from Level One through Level Four. Prior to any disciplinary meeting at Level One through Level Four, the employee shall be notified of the subject of the meeting and shall be apprised of his/her right to have a representative present. Discipline at Level One and Level Two shall be subject to Step One and Step Two of the grievance procedure. Only Level Three and Level Four shall be expressly subject to the entire grievance procedure. Level One and Level Two discipline may be used in the grievance procedures of Level Three and Level Four of discipline.

Bargaining unit members shall have the right to write rebuttals regarding any discipline, which will be placed in their personnel file. The written response must be submitted within fifteen (15) days of the receipt of discipline.

Any disciplinary items or written complaints placed in the employee's file shall be shown to the employee prior to their filing. The employee shall initial the item prior to the filing to indicate that he/she has seen the document. However, such initialing does not indicate the employee's concurrence with the contents of the document, nor shall the employee's refusal to initial the document prevent its placement in the file.

All discipline thirty-six (36) months or older cannot be used in consideration of new discipline.

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

B. GRIEVANCE PROCEDURE

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

Procedures: The following procedures provide an individual, or group of individuals, an orderly method of processing the grievance and resolving the concerns by means of a fair hearing procedure and no fear of reprisal. A grievance alleged to be a "group grievance" shall have

arisen out of similar circumstances affecting each member of said group. Nothing in this process limits the right of individuals at any time. Furthermore, nothing in this procedure limits the legal rights of any party.

The grievance and remedy sought must remain consistent for each step in sequence. Any deviation from the terms described in any step sequence must be mutually agreed upon in writing by the parties involved at the step level.

Bargaining unit members have the right to a qualified Local 676-appointed union representative at all levels of the grievance procedure.

Grievance Procedure:

1. Step One - Informal: In the event that the grievant believes there is a basis for a grievance, he must first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.
2. Step Two - Any staff member with representation shall have the right to present a grievance to the principal/supervisor with ten (10) working days after the alleged grievance has occurred. The principal/supervisor shall within ten (10) working days after receipt of the alleged grievance meet with the grievant. A response in writing shall be provided to the grievant within five (5) working days after the meeting.
3. Step Three - If the disposition of the principal/supervisor is not satisfactory, the grievant may, within three (3) working days, submit the grievance form to the Superintendent. Within ten (10) working days after receipt of the grievance form, a hearing shall be held with the grievant to hear all pertinent data. The Superintendent shall within five (5) working days after the hearing, respond in writing.
4. Step Four - If the disposition of the Superintendent is not satisfactory, the grievant may within ten (10) working days, submit the grievance form to the treasurer of the Board of Education to arrange for a hearing before the Board in an executive session. The executive session shall be held at the next regular Board meeting after receipt of the grievance. The Board shall, within ten (10) working days after the hearing, respond in writing to the grievant.
5. Step Five - If the disposition of the Board is not satisfactory, the grievant and/or grievance committee may, within ten (10) working days, submit the grievance to arbitration by the Federal Mediation and Conciliation Service whose rules and regulations shall likewise govern the proceedings. The arbitrator shall have all power and remedies within lawful statutes to render an award, which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to ruling by the arbitrator on the merits of the issue. The cost of the arbitrator will be assessed to the losing party of the grievance.

PART V. COMPENSATION AND RELATED BENEFITS

A. HOLIDAYS

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

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday* | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |

*As long as students are not in session.

Example: If an employee's regular job calendar is August 20 through July 3, the employee shall be paid for all holidays listed, with the exception of Independence Day.

Holidays that fall on weekends shall be observed on the preceding Friday or the following Monday.

B. OVERTIME PROCEDURE

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

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

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

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

Example: A custodian is needed to work a wrestling tournament on Saturday from 12:00 noon to 6:00 p.m. at the High School. The most senior custodian is Custodian A, who works at the Elementary School. Custodian B is next in

seniority and works at the High School. Custodian A is awarded the overtime, and then Custodian A moves to the bottom of the overtime rotation list.

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

2. The standard workweek shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week. Time and one-half shall be paid for all administratively authorized hours worked beyond the forty (40) hour limitation in any given calendar week. There shall be no compensatory time awarded to employees. Paid holidays and calamity days shall count toward attaining the forty (40) hour limitation for overtime compensation.
3. All work performed on holidays will be paid at the regular pay.
4. Payment of overtime shall be paid based on time sheet submission. Overtime calculations are based on Sunday through Saturday.

C. PAYDAYS

Paychecks will be issued every other week on Thursday. Employees will be notified ninety (90) calendar days prior to any modification to the pay schedule.

Any exception to this pay schedule will require mutual agreement district-wide, between the parties, including all Administrators, all Support Staff, the WEA, and OAPSE. If a consensus cannot be mutually agreed upon, the Treasurer shall have final authority over the pay schedule.

Checks will be electronically deposited in the individual's bank account. Employees will receive direct deposit notices electronically.

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

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

D. HEALTH, DENTAL, AND VISION INSURANCE

The Board shall determine the carrier of health, dental, and vision insurance purchased jointly by the Board and the Association.

Whenever the Board makes a change in the carrier, provisions shall be made for coverage of claims still pending with the previous carrier.

The Board's contribution to health, dental, and vision insurance shall be as follows:

Single:	90% of premium
Employee + Spouse:	80% of premium
Employee + Child(ren):	80% of premium
Family:	80% of premium

Employees employed for a minimum of 25 hours per week during the regular student school year (180 days) will be eligible for health, dental, and vision insurance coverage during the twelve month calendar year. Deductions will be made twice per month from each paycheck for the amount not paid by the Board of Education.

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

as

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

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

The Board shall make a deposit into a Health Savings Account (HSA) equal to 50 percent of the deductible in accordance with the following terms:

1. One-half of this deposit shall be made by January 31 of each calendar year and the second half by June 30 of each calendar year. Funds deposited into the HSA become the property of the employee and can be accumulated from year to year.
2. Separation of employment with the Board before the end of the school year and/or termination of Group Insurance before payment is made will render the employee ineligible to receive the deposit.
3. Employees shall be responsible for submitting their initial HSA account information, or any change to their HSA account information, to the Treasurer at least 30 calendar days prior to January 31 or at least 30 calendar days prior to June 30. Employees who fail to timely submit the required documents may forfeit their HSA payment.

The Board will provide a Vision Insurance Plan.

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

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

Staff Wellness Committee

A Wellness Committee shall be established consisting of three (3) members appointed each by the Administration, OAPSE and the Woodmore Education Association, provided that the Woodmore Education Association agrees to formation of such a Committee.

The

Wellness Committee shall meet quarterly to consider issues such as administration of the health benefits plan, costs of the plan and periodic evaluation of the plan. The Wellness Committee may also promote studies of current developments in the health care industry and continuing education programs for all staff on benefit usage for maximum cost effectiveness. All recommendations by the Wellness Committee must be reached by consensus.

One (1) OAPSE Wellness Committee member may with Superintendent approval attend one Health Care Consortium meeting without loss of pay per school year.

Spousal Coordination of Benefits

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

Spouses will be exempt from this requirement if:

1. The spouse’s employer is another school district within the SAN- OTT School Consortium.
2. The spouse’s employer does not offer medical coverage.
3. The spouse must pay an amount greater than fifty percent (50%) of the cost of the highest cost single medical coverage offered by the SAN-OTT School Consortium.
4. The spouse is retired before August 1, 2004.

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

Any full-time bargaining unit member who does not enroll in the District’s health, dental, and vision insurance plan shall receive a payment as follows:

Employee years of service	Annual Payment
0-10	\$500.00
11-20	\$750.00
21+	\$1,000.00

This payment shall be made on or before issuance of the first paycheck in September following the August 1-July 31 insurance plan year in which coverage is declined.

E. GROUP LIFE INSURANCE

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

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

F. SEVERANCE PAY

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

The maximum sick leave accumulation will be 300 days.

Employees must have served their last five (5) years in the service of the Woodmore Local Schools to be eligible for severance pay.

Employees will be paid within thirty (30) days after verification of retirement is received from the State Retirement System by the Treasurer.

G. ANNUITIES

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

H. SALARY SCHEDULES

1. Non-Instructional Hourly Wage Schedule – page 35

PART VI. OTHER BENEFITS

A. SICK LEAVE

1. Non-teaching employees will be granted one and one-quarter (1-1/4) days of sick leave for each month of school service (15 days per year) accumulated to 300 days.

An employee may be absent from regular duties because of personal illness for a period not to exceed his/her total number of days of accumulated sick leave without loss of pay.

Newly hired employees may be advanced five (5) sick leave days.

2. Annual accumulated sick leave days may be used in no less than one-quarter (1/4) day increments for bereavement, personal illness, or during a period of critical illness in the immediate family (limited to father, mother, husband, wife, children, grandparent, grandchildren, brother, sister, stepparents, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, also other persons living in the same household), provided,

however that employees shall not be eligible to use such days while on leave of absence. Employees may use their accumulated sick leave allowance as of the first day of their employment even though they have not been able to report for duty on that day.

3. Accumulated sick leave may be used for maternity for up to sixty (60) consecutive working days commencing with the date of birth of the child, or in the case of adoption, the date the employee receives custody of the child if the child is under the age of two (2). If the adopted child is over the age of two (2), the employee may take up to three (3) consecutive weeks of accumulated sick leave commencing with the date the employee receives custody of the child. Such leave may only be taken in one academic year. Additional sick leave may be used if the employee is physically unable to perform the tasks of the employment position. The employee shall provide a statement from the physician verifying the employee's inability to work, as well as a release from medical care to return to work.
4. When an employee has been on sick leave, he/she shall be required to:
 1. Furnish the Board with a written signed statement on the Board form to justify the use of sick leave in compliance with section Part VI., A., 2.
 2. After five (5) consecutive days of sick leave, employee shall furnish a written signed statement from a physician as to the nature of the illness, its possible duration and the need to be absent from school.
 3. Provide medical assurance of his/her ability to resume his/her duties as such if required.

B. LEAVE FOR DEATH IN FAMILY

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

1. If the funeral involves spouse, sons or daughters, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchildren, stepparents, stepchildren, son-in-law, daughter-in-law (or, with the approval of the Superintendent and with consistent application by him/her, any other person standing in the same relationship as any of the above) – maximum of five (5) school days with pay.
2. If the funeral involves other blood relatives, including immediate in-laws and step-relatives – necessary time off with pay to attend funeral, plus necessary travel time, total time off with pay not to exceed two (2) school days if site of funeral is within 300 miles, or not to exceed three (3) school days if site of funeral is 300 or more miles distance.

C. PERSONAL LEAVE

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

If the employee has already accumulated the maximum number of sick leave days, the employee will be paid for the unused personal days at \$8.00 per hour times typical work day hours.

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

D. EMERGENCY LEAVE

1. The Board shall grant requests for the use of emergency leave upon approval of the Superintendent. One (1) day's emergency leave will be granted on a paid basis per school year, and any additional emergency leave will be unpaid. It is understood that the employee shall identify the reason for its use. The following reasons apply:
 - a. transportation difficulties
 - b. flooding of basement or home
 - c. fire at home
 - d. other similar unavoidable reasons (please explain).
2. Emergency leave does not require advance notification. However, the building principal/supervisor shall be notified as soon as possible by the employee. Emergency leave shall be granted up to five (5) workdays. Any additional days must be approved by the Superintendent.
3. Paid emergency leave will only be granted if all personal leave days have been used.

E. SHORT-TERM UNPAID LEAVE

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

It is understood that this request for leave without pay shall be granted only once during any given school year.

Unpaid leave ordinarily cannot be combined with other personal leave. However, in special

cases, an employee may request short-term unpaid leave in combination with other personal leave. The Superintendent's decision shall be final.

F. MILITARY LEAVE

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

G. JURY DUTY

An employee who serves as a juror shall be granted leave without loss of pay or other emoluments for days covered by the jury duty. The employee shall not be required to remit jury duty pay to the Board.

An employee who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board, or in any other job-related capacity, shall receive his/her regular rate of pay as a bargaining unit member and will not forfeit his/her personal leave.

H. LEAVE OF ABSENCE

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

I. ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

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

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

physician licensed in the state of Ohio.

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

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

J. VACATION

Employees who were hired prior to July 1, 2018 shall have the following provisions regarding vacation:

Employees working a minimum of 11 months shall be eligible for vacation pay in accordance with the following schedule: (245 days equal 11 months). The days must be assigned by the immediate supervisor and then approved by the Superintendent. The employee will work the entire 245 work days but will be paid additionally for the proper vacation time.

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

Employees hired on or after July 1, 2018 and who are contracted for 260 working days shall be eligible for vacation pay in accordance with the following schedule:

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

Vacation days begin July 1 and expire June 30. There can be a maximum of 10 carryover days. Vacation days shall not accrue from year to year.

As far as practical, vacations will be scheduled at the time desired by the individual employee, provided however, that the Superintendent or his/her designee, shall have the authority to schedule vacations and to change such schedules in order to assure that orderly and efficient school operations are maintained. In those cases in which two or more employees wish to schedule (at the same time) their vacation time during the same period of time or overlapping days, and in the judgment of the Superintendent, if such scheduling will diminish orderly and efficient school operations, the longer service employee(s) shall have preference as to choice. Previously approved vacation shall not be impacted by seniority.

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

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

K. TRAVEL REIMBURSEMENT

Travel expense will be reimbursed by the Board at the rate of \$.02 less than the IRS rate when

a

personal vehicle is used for approved school business. All travel must have the prior approval of the employee's immediate supervisor.

Mileage to all destinations will be determined by using an online source such as Mapquest or Google Maps.

Lodging to be reimbursed at actual expense or not to exceed \$100.00 per night.

Maximum daily rate for meals shall not exceed \$40.00. An overnight stay is required for meals reimbursement. There shall be no reimbursement for alcoholic beverages.

L. TRAINING REIMBURSEMENT

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

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

1. The Board will establish a Training Incentive Fund each fiscal year and annually appropriate \$2,000.00 to be used by classified personnel for additional training in the area of their current work assignment. A fiscal school year is July 1 - June 30. Unused funds each fiscal year shall not be carried over into the next fiscal year.
2. All classified personnel will be eligible to use this fund.
3. Classified personnel are required to submit an application to their immediate Supervisor

and the Superintendent for preapproval of training to utilize this fund.

4. Of the funds set aside, classified staff will be reimbursed as calculated by the formula:

If the total amount of all approved training reimbursements is less than or equal to \$2,000.00, all employees will receive a full reimbursement.

If the total amount of all training reimbursements is more than \$2,000.00, the following formula will apply:

\$2,000.00 divided by the total training expenditures will generate the % to reimburse employees based on the employee's total approved expenditures.

5. Reimbursement will be paid to all classified staff, who have successfully completed the requirements for reimbursement and have submitted a certificate of successful completion to the Superintendent. This payment shall be paid in the month of October of the ensuing school year.

M. FAMILY MEDICAL LEAVE ACT

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

1. An employee must use any accrued paid vacation or personal leave for reasons one and two previously mentioned in the first paragraph. This leave will be part of the twelve-week period. An employee must substitute accrued vacation; personal leave, or sick leave for reasons three or four for any part of the twelve- week period.
2. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.
3. While on Family Medical Leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.
4. Serious health condition is defined as an illness, injury, impairment or mental condition

that involves A) Inpatient care in a hospital, hospice, or residential medical facility; or B) Continuing treatment by a health care provider.

5. An employee on Family Medical Leave shall not be entitled to advancement on the salary schedule for the period of absence; however, the employee shall continue to accrue sick leave. When an employee returns from Family Medical Leave, he/she shall receive advancement on the salary schedule as other employees receive. If an employee has worked one hundred twenty (120) days in a school year, a full year of service credit will be granted for purposes of advancing on the salary schedule for the following school year.
6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
7. The employee may request intermittent leave or leave on a reduced schedule. The Board may require the employee to provide certification from a health care provider. The employee will make every attempt to schedule their leave so as not to disrupt school operations.
8. This Article is based upon the federal legislation entitled The Family Medical Leave Act of 1993. All provisions of this legislation will be complied with according to law.

N. RETIREMENT NOTIFICATION STIPEND

Employees who submit a signed letter of resignation for the purpose of retirement on or before March 15 of the current school year shall be given \$500.00 additional severance pay. To be eligible for this benefit the employee must complete the adopted school calendar plus other additional and supplemental duties under contract.

Employees must have served their last five (5) years in the service of the Woodmore Local Schools to qualify for severance pay.

Employees who are currently employed by the Board who are at Step 24 and above, as of July 1, 2018, shall receive a supplemental retirement stipend upon retirement that is equal to the difference between \$2,000.00 and the total amount of all longevity payments to the employee.

O. HIRING OF RETIREES

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

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

2. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days. Severance will not be paid again.
3. If the Board is considering the rehiring of an employee who has retired from the District, such rehiring must comply with, and is only effective upon completion of, the public notice and hearing procedures set forth in Ohio Revised Code Section 3307.353.
4. Any retiree who is hired shall be employed under a one year limited contract. The retiree shall not be eligible for continuing status.
5. Any retiree who is rehired will be placed at step 0. If rehired for additional years, there will be no movement on the salary schedule for years of experience.
6. In a reduction of force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract employees.
7. The retiree may take Health, Dental, and Vision Insurance offered through this agreement, however the retiree shall not be eligible for HSA payments.
8. Retired employees, who are rehired, are not eligible for tuition reimbursement.
9. Retired employees who are rehired are responsible for all required taxes, including Medicare.

P. PROFESSIONAL DEVELOPMENT

Professional development opportunities will be provided for classified staff, within their classification duties and responsibilities. Employees shall be required to attend these Professional Development programs.

Professional development opportunities outside of the classified staffs' classification may be offered in the District. In the event that a classified employee may benefit from training offered elsewhere within the District, the employee is required to submit a Professional Development request form to the employee's immediate supervisor. The employee's immediate supervisor shall have the discretion to approve or deny the request.

The Board shall pay the employee's hourly rate for actual time in attendance and successfully completed Professional Development outside of their regular work calendar.

PART VII. IMPLEMENTATION AND AMENDMENT

This Agreement is made and entered this 1st day of July, 2018 by and between the Woodmore Board of Education and the Ohio Association of Public School Employees (OAPSE), Local 676, shall become effective and binding upon the parties thereto as of July 1, 2018 and remain in effect until June 30, 2021.

WOODMORE BOARD OF EDUCATION
By

EMPLOYEE ORGANIZATION TEAM
By

Board President: Sean Rizor

President: Kim Sorensen

Superintendent: Tim Rettig

Vice President: Julie Coon

Treasurer: Dan Russomanno

Member: Denise Snyder

Board Member: Cara Brown

Member: Mary Lowry

Member: Matt Timbrook

PART V. H. Salary Schedules

WOODMORE LOCAL SCHOOL DISTRICT
NON-INSTRUCTIONAL HOURLY WAGE SCHEDULE 7/1/2018 - 6/30/2021

July 1, 2018 - June 30, 2021

	Head Custodian	Custodian	Head Cook	Assistant Head Cook	Cook/Cashier	Administrative Assistants	Computer/Library-Elem. Paraprofessional	Para-professional VLA Parapro.	Aides Monitors Other/Clerical	Bus Drivers
0	15.19	14.17	12.82	12.60	12.09	14.42	13.95	12.19	11.79	15.98
1	15.39	14.28	12.94	12.76	12.25	14.53	14.07	12.32	11.94	16.10
2	15.61	14.45	13.12	12.87	12.40	14.70	14.22	12.48	12.07	16.28
3	15.82	14.63	13.26	13.01	12.54	14.87	14.39	12.63	12.23	16.42
4	16.05	14.73	13.40	13.17	12.71	14.98	14.50	12.78	12.38	16.53
5	16.25	14.87	13.56	13.30	12.83	15.12	14.63	12.92	12.53	16.71
6	16.47	15.03	13.69	13.44	12.95	15.28	14.81	13.06	12.67	16.86
7	16.68	15.15	13.82	13.61	13.13	15.40	14.95	13.18	12.81	16.97
8	16.94	15.30	13.97	13.75	13.27	15.55	15.09	13.36	12.93	17.14
9	17.11	15.47	14.14	13.86	13.41	15.72	15.24	13.51	13.11	17.29
10	17.31	15.61	14.26	14.01	13.57	15.86	15.39	13.65	13.26	17.41
11	17.31	15.61	14.26	14.01	13.57	15.86	15.39	13.65	13.26	17.41
12	17.40	15.69	14.32	14.09	13.63	15.94	15.46	13.71	13.31	17.47
13	17.40	15.69	14.32	14.09	13.63	15.94	15.46	13.71	13.31	17.47
14	17.52	15.78	14.42	14.17	13.69	16.03	15.54	13.81	13.40	17.56
15	17.52	15.78	14.42	14.17	13.69	16.03	15.54	13.81	13.40	17.56
16	17.70	15.89	14.55	14.30	13.83	16.14	15.68	13.93	13.56	17.73
17	17.70	15.89	14.55	14.30	13.83	16.14	15.68	13.93	13.56	17.73
18	17.93	16.05	14.71	14.46	13.98	16.30	15.82	14.07	13.68	17.85
19	17.93	16.05	14.71	14.46	13.98	16.30	15.82	14.07	13.68	17.85

20	18.09	16.22	14.85	14.61	14.13	16.45	15.98	14.25	13.81	18.02
21	18.09	16.22	14.85	14.61	14.13	16.45	15.98	14.25	13.81	18.02
22	18.34	16.47	15.10	14.86	14.38	16.70	16.23	14.50	14.06	18.27
23	18.34	16.47	15.10	14.86	14.38	16.70	16.23	14.50	14.06	18.27
24	18.59	16.72	15.35	15.11	14.63	16.95	16.48	14.75	14.31	18.52
25	18.59	16.72	15.35	15.11	14.63	16.95	16.48	14.75	14.31	18.52
26	18.84	16.97	15.60	15.36	14.88	17.20	16.73	15.00	14.56	18.77
27	18.84	16.97	15.60	15.36	14.88	17.20	16.73	15.00	14.56	18.77
28	19.09	17.22	15.85	15.61	15.13	17.45	16.98	15.25	14.81	19.02
29	19.09	17.22	15.85	15.61	15.13	17.45	16.98	15.25	14.81	19.02
30	19.34	17.47	16.10	15.86	15.38	17.70	17.23	15.50	15.06	19.27
	Custodial	2nd shift	0.25					Bus Drivers	Extra Trip	\$11.75
		3rd shift	0.50						Lay-over	\$11.75