

AGREEMENT

Between the
Westerville City School District

and

*OAPSE/AFSCME Local 4/
AFL-CIO
and its Local #138*

Effective July 1, 2010 through June 30, 2012

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ARTICLE I
AGREEMENT

1.01 This Contract is entered into between the Westerville City Schools Board of Education, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees, AFSCME AFL-CIO, Local #138, hereinafter referred to as the "Union".

1.02 Unless otherwise specified in this Contract:

"Days" shall mean calendar days,

"Notice" shall mean written notice,

"Superintendent" shall mean the Superintendent or his/her designee,

"Board" shall mean the Board as a whole or its designee.

The use of "he" or "him" in this Agreement shall also refer to "she" or "her".

"Union representative" shall mean the local president or his designee.

"Employee(s)" shall mean a member of the bargaining unit.

1.03 The Board and the Union acknowledge that during negotiations that preceded this Contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining. The understandings and agreements arrived at by the parties are set forth in this contract.

ARTICLE II
MANAGEMENT RIGHTS (Board of Education Rights)

2.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities.

B. To hire all employees subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote, and transfer all such employees.

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

ARTICLE III
RECOGNITION

3.01 The Board recognizes the Union, as the sole and exclusive bargaining representative for the employees within the bargaining unit covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, other conditions and terms of employment for all full-time ten (10) or more hours per week) regular employees in classifications:

Custodial

- A. Head Custodian
- B. Assistant Head Custodian
- C. Custodian

Food Service

- A. Manager
- B. Assistant Manager/Dept. Head
- C. Lead person
- D. Food Service Worker I
- E. Food Service Worker II

Maintenance

- A. Maintenance I
- B. Maintenance II

Warehouse

- A. Warehouse Deliveryman

HVAC

- A. Heating, Ventilation and Air Conditioning

Employees excluded from the bargaining unit are those employed in the following classifications or positions: supervisors, part-time (less than ten (10) hours per week), substitutes, and any and all other positions in the School District.

This recognition shall remain in effect during the term of this agreement.

ARTICLE IV
UNION RIGHTS

4.01 PAYROLL DUES DEDUCTIONS

- A. The Board agrees to deduct dues from the wages of employees for payment to the Union upon presentation of a written authorization individually executed by any employee.
- B. Monthly payroll deductions of dues shall be forwarded to the OAPSE State Treasurer with a printout of each employee for whom deductions have been made.
- C. If the dues deduction is not revoked it shall continue. Such revocation must be in writing and submitted by the unit member between August 21 and 31 to the District Treasurer with a copy to the OAPSE State Office. Those employees who have dues deducted in accordance with 4.01A. and terminate service with the District prior to the end of the dues deduction period (other than due to death) shall have only the dues owed for the months actually worked prior to termination of service being deducted less the local dues. The unit member shall also provide a copy of his/her termination notice to the OAPSE State Office. The amount of the remaining dues owed shall be certified by the OAPSE State Office to the Board Treasurer.
- D. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Union.
- E. Beginning with the first pay in October, deductions shall be made in ten (10) equal installments.
 - 1. The Board will provide the OAPSE State Office with current W-2 information relative to wages by April 1, each year.
 - 2. The amount of the dues deduction shall be specified by the OAPSE State Office and submitted in writing to the Board's Treasurer by September 15 of each year.

F. P.E.O.P.L.E.

1. The Board agrees to deduct from the wages of any employee who is a member of Union, a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) donation as provided for in written authorization from the employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Board. The Board agrees to forward P.E.O.P.L.E. deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.
2. The Union shall provide the Board's Treasurer the list of those unit members who authorized payroll deductions and the amount to be deducted for each unit member. This shall be done no later than September 15th each year.

The Union agrees to indemnify and save the Board harmless against any and all claims that may arise from or by the reason of action taken by the Board in reliance upon any authorization cards submitted by the Union to the Board.

4.02 FAIR SHARE FEE

All bargaining unit members shall remain dues paying members for the duration of this Agreement or pay the fair share fee as noted below. The Board will provide the OAPSE State Office with current W-2 information relative to wages by April 1, each year. It shall be the responsibility of the OAPSE State Office to provide a list of fee payers and the total fair share fee to be deducted for each to the Board's Treasurer by September 15 each year.

- A. Each bargaining unit member who is not a member of the Union by September 1 shall have equal payroll deductions begin in keeping with 4.01 E. above as a fair share fee which shall not exceed the dues paid by members of the Union. The OAPSE State Office will provide a list of names to the Board's Treasurer of those unit members who are not members of the Union and the total fair share fee to be deducted for each. Newly hired unit members shall have their fees pro-rated for the remaining deductions.

- B. If a unit member subject to 4.01 E. ends employment before all deductions have been made, the remaining fees owed will be deducted from his/her final check. The pro-rated amount of the remaining fees owed shall be certified by the OAPSE State Office to the Board Treasurer.
- C. It shall be the responsibility of the OAPSE State Office to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of enforcing or negotiating the Contract or grievances.
- D. The Union agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section provided that:
 - 1. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.
 - 2. The Board notifies the Union in writing within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed.
 - 3. The Board agrees to permit the Union or its affiliated organizations to intervene as a party if it so desires and/or to not oppose the Union or its affiliated organizations' application to file briefs *Amicus Curiae* in the action.

4.03. CHAIN OF COMMAND

Bargaining unit members will be provided an organizational chart concerning administrators and the chain of command as it pertains to bargaining unit members.

4.04. LABOR MANAGEMENT COMMITTEE

The committee shall consist of one member from each classification in the bargaining unit and the OAPSE staff representative and an equal number of members representing the Board. The Union and Board may meet monthly (except in July, December, and/or during negotiations) upon the request of either party. The Union and Board will mutually schedule monthly meetings. Meetings shall be conducted according to current By-Laws and any Amendments agreed upon by the committee members.

This committee shall be utilized to improve communications between labor and management and to deal with any problem arising out of this relationship. Grievances or the re-negotiations of the Contract shall not be a function of this committee.

4.05. BARGAINING AGENT RIGHTS

The bargaining agent shall have the right to use:

- A. Bulletin boards designated for the use of bargaining agent business or activities.
- B. School buildings for bargaining unit meetings (including school owned equipment e.g. copiers, computers) at reasonable times after the employee's work day upon prior written request and approval of the building administrator. Such meetings shall normally be requested so as to avoid times when a custodian is not on duty. Should a custodian not be on duty, the bargaining unit shall provide the necessary custodial requirement.
- C. Union meetings shall not interfere with instructional programs or activities.

4.06. DELEGATE CONFERENCE

- A. The duly elected delegates of the Union, shall be granted up to three (3) days paid leave per employee so long as the immediate supervisor is provided forty-eight (48) hours advance notice. The OAPSE local president plus 1 delegate per 100 unit members or fractional part thereof.
- B. Normally, only two (2) of the unit members may be from the same classification. Exceptions to this may be granted by the immediate supervisor.

4.07. OEA/NEA DAY

- A. The Board agrees to permit all bargaining unit employees to attend OAPSE workshops without loss of pay if held on OEA/NEA Day. In order to be paid, employees must sign in at the beginning of the meeting.
- B. OAPSE shall keep a record of those attending and turn said record in to the payroll department on the next scheduled workday. Employees regularly scheduled to work on such day shall provide the immediate

supervisor forty-eight (48) hours prior notice of intent to attend the workshops.

- C. The Board will sponsor In-service workshops for food service employees on OEA/NEA Day. Food service employees who attend these workshops will be paid their regular hourly rate for a minimum of three (3) hours.

ARTICLE V NEGOTIATIONS PROCEDURE

5.01. COVERAGE

The parties agree to negotiate on wages, hours, or terms and other conditions of employment as well as the continuation, modification, or deletion of the existing provisions of this contract.

5.02 SUBMISSION OF ISSUES

All issues for negotiations by the Union shall be submitted in writing at the first meeting by both parties with explanation. No additional issues shall be submitted by either party following the designated meeting unless agreed to by both parties.

5.03 RIGHTS OF INDIVIDUALS

All members of the Union negotiating committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after negotiations.

5.04 NEGOTIATION TEAMS

The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) members each, the OAPSE staff representative, and the Board consultant. Neither party in any negotiations shall have control over the selection of the negotiation team of the other party.

In addition to the negotiating team, each team shall be authorized to admit no more than one (1) consultant to the negotiation meetings. Consultants may address members of the teams as may be desired. No more than one consultant may be permitted to address the negotiators at one time.

The intended use of such consultants shall be communicated to the Board or the Union prior to all negotiation meetings.

5.05 NEGOTIATION MEETINGS

- A. Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date and time for the meeting.
- B. If the parties agree to a negotiation meeting which takes place during the normal workday, all employees on the negotiating team scheduled to work during those hours shall be paid their regular hourly rate for the portion of the workday consumed by the meeting.
- C. Once the meeting date, time and place has been established by both parties, the following procedure will be followed: In the first meeting written proposals shall be given by both parties with explanation. The second meeting will be scheduled to give the parties sufficient time to return with a written counterproposal and render an explanation. Subsequent meetings will be held to negotiate the proposals, until a tentative agreement is reached. The above requirements shall be in compliance with the submission of issues outlined in Article 5.02.
- D. Each negotiation meeting will be held in closed session.
- E. As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by the chair of each party, with a copy to each party.

5.06 CAUCUS

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

5.07 EXCHANGE OF INFORMATION

The Superintendent shall furnish the Union, and the Union shall furnish the Superintendent, upon reasonable request, all public information in the usual form maintained pertinent to the issues under negotiations.

5.08 PROGRESS REPORT

Both the Board and the Union negotiations teams may communicate with their respective constituencies as they see fit. Progress reports regarding negotiations to anyone other than the Board, administration or the bargaining unit shall be made only with mutual consent of both parties except that this restriction shall not apply after exhaustion of the impasse procedure in Section 5.09

5.09 IMPASSE PROCEDURE

- A. 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.
- 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 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 the parties.
- D. The parties shall jointly request a mediator, through the Federal Mediation and Conciliation Service.
- E. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- F. The mediator shall have no authority to recommend or bind either party to an agreement.

5.10 AGREEMENT FINALIZATION

- A. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union for ratification. Within thirty (30) days from the time the Agreement, ratified by the Union, is presented to the Board, the Board shall take action upon the recommendation submitted.
- B. While no final Agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

- C. When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
- D. All negotiated benefits shall be implemented on the dates stated in the negotiated agreement.
- E. Any Agreement reached and accepted by the Union and the Board shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- F. For the life of this Contract the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this contract or with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

5.11 CONSISTENCY WITH LAW

If any provision of this negotiated agreement shall be found unlawful by a court of competent jurisdiction, such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found unlawful shall be changed to conform with law through negotiations between the Board and the Union. These negotiations shall take place at the most expedient and mutually agreeable time.

ARTICLE VI GRIEVANCE PROCEDURES

6.01 DEFINITIONS

- A. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a written provision of this negotiated agreement.
- B. A grievant shall mean an employee, the Union or a group of employees. All grievances shall be signed by the grievant and by the Grievance chairperson and/or Local President.
- C. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

6.02 RIGHTS OF THE GRIEVANT AND THE UNION

- A. A grievant may at his/her option, be accompanied at all formal steps of the grievance procedure by a representative of the Union.
- B. The purpose of these procedures is to secure at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate.
- C. Where the grievance involves a reduction, removal, or suspension the employee shall be furnished with a copy of the order for reduction, removal, or suspension stating the reasons therefore.
- D. The grievant may file an appeal of such order as denoted in 6.02 C. above to the Personnel Board of Review in accordance with O.R.C. 124.34.
- E. The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedy available under law, except that in the event the employee submits a grievance and also pursues any other remedy available under law, the employee shall be deemed to have elected such other remedy and shall be foreclosed from any further action on such grievance under this grievance procedure unless so ordered by a Court of competent jurisdiction. An appeal may be filed with the Personnel Board of Review during the grievance process to allow the Union to satisfy the appeal period of Section 124.34 of the O.R.C.

6.03 TIME LIMITS

- A. The number of days indicated at each step in the procedure shall be the maximum, but may be extended by mutual agreement in writing of the parties.
- B. A bargaining unit member who feels he/she has a grievance shall first, within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based, meet informally with the immediate supervisor in an effort to resolve the problem. If the grievant does not initiate the informal discussion within ten (10) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a disposition of a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed

settled on the basis of the disposition at that step and further appeal shall be barred.

- D. Failure at any step of these procedures to communicate the disposition of a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered, mailed, or emailed to the Local President and grievant.
- F. An effort will be made to process grievances to a satisfactory conclusion by the end of the school year.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- H. Following any Local 138 elections, the Union shall advise the Superintendent in writing as to who is the Local President, officers and any changes during that school year.

6.04 GRIEVANCE PROCEDURE

A. INFORMAL PROCEDURE

A bargaining unit member who feels he/she has a grievance shall first, within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based, meet informally with the immediate supervisor in an effort to resolve the problem. The bargaining unit member has the option of requesting the presence of a Union Rep at this meeting.

B. FORMAL PROCEDURE

STEP 1

If the grievance is not resolved in the informal step, the grievant may, within ten (10) days after the date of the informal discussion, submit a formal grievance on the grievance form to his/her immediate supervisor. Ten (10) days after receipt of the formal grievance, the immediate supervisor shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant and the Superintendent's designee to be completed no later than ten (10) days after the meeting.

STEP 2

If the grievant is not satisfied with the disposition at Step 1, the grievant may appeal the grievance to the Superintendent's designee within ten (10) days after receipt of the disposition at Step 1. Within ten (10) days after receipt of the grievance form, the Superintendent's designee shall meet with the grievant and write a disposition of the grievance with a copy to the grievant and to the immediate supervisor to be completed no later than ten (10) days after the meeting.

STEP 3

If the grievant is not satisfied with the disposition at Step 2, the grievance may be appealed to the Superintendent's designee within ten (10) of receipt of the disposition at Step 2. Within ten (10) days after receipt of the grievance form, the Superintendent's designee shall meet with the grievant and write a disposition with a copy to the grievant and to the immediate supervisor no later than ten (10) days after the meeting.

STEP 4

Upon mutual agreement of the Board and Local 138, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation.

1. The Union may, for a grievance which addresses a violation of the Agreement per 6.01 A. and which is not under the jurisdiction of the Personnel Board of Review, submit a demand for arbitration to the American Arbitration Association (AAA) within ten (10) days after receiving a denial of review by the Personnel Board of Review as determined by 6.02 E. above.
2. The demand for arbitration shall be submitted on the appropriate form and shall specify the alleged violation, misinterpretation or misapplication upon which the grievance is based, the date of the alleged violation, misinterpretation or misapplication, the names and addresses of the parties, the contractual clause(s) upon which the grievance is based, and the remedy sought.
3. Copies of the demand form will be mailed to the Superintendent with return receipt requested or hand delivered with date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the ten (10) day limit for submission to arbitration.

4. The arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.
5. The arbitrator shall have no power to add to, subtract from, disregard, alter, delete, or modify any term of this Agreement.
6. The fees and expenses of the arbitrator shall be borne by the party whose position was not sustained by the arbitrator. The arbitrator award shall be advisory.

6.05 NO REPRISALS

There shall be no retaliation or retribution of any kind against any individual for his or her participation in the grievance procedure.

ARTICLE VII
DISCIPLINE PROCEDURE

- 7.01 Discipline shall be imposed on a progressive basis which normally will be verbal reprimand, written reprimand, suspension and termination of bargaining unit members. An immediate classified supervisor, of the effected employee, at his/her option, may use lesser degrees of discipline or greater degrees of discipline for misconduct by the unit member considering the offense and the severity (e.g. intoxication on the job; theft of school, employee or other property; intimacy with students; destruction or threat of destruction of property; falsification regarding need to use and/or the use of sick leave; etc.). Unit members who are required to operate Board owned vehicles shall be given the opportunity to resign or be terminated from their position for being declared uninsurable by the District's insurance carrier. The Superintendent may take action up to and including termination in cases of serious misconduct.
- 7.02 Each bargaining unit member may have his/her Union representative present at any disciplinary meeting and will be afforded reasonable amount of time to locate a Union representative.
- 7.03 A bargaining unit member will be notified in writing of a disciplinary meeting. In the notification, the reason for the disciplinary meeting shall be stated. The notification will contain the statement of the alleged violation.
- 7.04 The results of the disciplinary meeting shall be communicated to the employee in writing within fifteen (15) days, unless further investigation is necessary.

ARTICLE VIII
PERSONNEL FILES

- 8.01 Each employee shall have only one personnel file which shall be maintained in the Human Resources Department of the Board.
- 8.02 No material derogatory to a bargaining unit member's conduct, service or personality shall be placed in his/her official file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign the material by the unit member shall be noted, but not preclude placing it in the file. The unit member shall have the right to submit a written response to such material and the response shall be attached to the material in question.
- 8.03 A. The unit member shall have the right, within a reasonable time, upon written request to the Human Resources Department, to review and obtain one copy of the material in the file excluding confidential pre-employment information, ratings, reports, or records which were obtained prior to the employment of the unit member involved.
- B. In addition to the member, the Superintendent, immediate supervisor or other administrators who have justifiable employment reasons shall be given access to the file. A log shall be kept of person(s) who have examined the file and the date of such examinations.
- 8.04 Records shall not be removed from the office of the Board.
- 8.05 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 8.06 If a unit member has not been disciplined for one (1) year from the time a disciplinary document was placed in his/her personnel file, upon the written request of the unit member to his/her immediate classified supervisor the document shall be removed from his/her personnel file. Documents related to allegations of discrimination, insurability or fraternization are exempted from the provisions of this Article.
- 8.07 The provisions of this Section of the Contract shall not be construed as limiting the rights accorded to a bargaining unit member under O.R.C. Section 1347.

- 8.08 A. No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the employee and evaluator.
- B. Evaluations shall only be based upon the direct observation or knowledge of the evaluator and reports made by the Building Principal, head custodian, assistant head custodian, cafeteria manager, assistant manager/department head and lead person. Under appropriate circumstances, a negative evaluation shall include specific recommendations for improvements. The employee shall have the right to review an evaluation in accord with Section 8.02 above.
- C. The Employee evaluation form shall either include a clearly marked area for employee comments as they pertain to the evaluation or clearly state that the employee may submit written comments regarding the evaluation which shall be attached to the evaluation.
- D. Evaluation shall be uniformly administered in a timely manner.
- 8.09 Only the procedural aspects of this Article (not the substantive content of the evaluation) shall be subject to the grievance procedure.

ARTICLE IX SALARY PROCEDURES

9.01 PAY PLAN OPTIONS

Employees shall be given the option of being paid on a twenty-six (26) pay per year plan or a pay as you go plan. By no later than the first working/contract day, each new employee must indicate which plan he/she chooses. If no election is made by the end of the first working/contract day, the unit member will be placed on "pay-as-you-go". Existing employees wishing to change plans must elect the change by the end of the first working/contract day or no change will be allowed.

9.02 PAY CHECKS

- A. All employees shall be paid by direct deposit.
- B. All shortages, to include wages, vacation, sick and personal days shall be paid during the next pay period.

9.03 OVERTIME PAYMENT

A. All hours actually worked over forty (40) hours in one week shall be paid at one and one-half (1 ½) times the bargaining unit member's regular rate of pay. The forty (40) hours shall include the occurrence of holiday, OEA/NEA Day, and / or Calamity Days.

B. PREMIUM PAY.

All hours worked on Sundays shall be paid at the rate of two (2) times the scheduled rate of pay. All hours worked on holidays (as per Article X, Section 10.3) shall be paid at the rate of one and one-half (1 ½) times the scheduled rate of pay in addition to pay provided in Article X, Section 10.3. Payment for hours worked under this Section will not be duplicated by payment under Section 9.03 A. of this Article.

C. Overtime assignments will be offered under the following conditions:

1. Custodial/warehouse overtime, when needed, shall be offered to custodians and warehousemen in the building where overtime is available on a rotating basis by job classification seniority. (Current classification of the unit member).
2. Overtime that occurs on Saturday, Sunday or a holiday will be offered to unit members from the building rotation list or, if no one is available from that list, from the District rotation list, prior to assigning a substitute. District custodians interested in overtime will sign up on a District list on or before the 2nd Tuesday of September. There will be a separate overtime list at each building and when signing up for overtime at a particular building, the custodian must indicate the shift(s) he/she is willing to work, as well as whether he/she is willing to work on Saturday, Sunday or a holiday. After two (2) unsuccessful attempts to obtain a unit member on either list, a substitute will be secured. The head custodian at each building will be responsible to maintain this list.
3. When there are three (3) or more unit members in a specific area of primary responsibility interested in working overtime that is not work order based will be offered as follows:
 - a. Maintenance workers interested in overtime will sign an overtime list. Rotation and overtime lists will be posted.
 - b. The appropriate supervisor will determine:

- (1) The area of the overtime work. For example: electric, plumbing, carpentry, locksmith, general, grounds.
 - (2) The primary responsibility needed to perform the overtime work.
 - (3) The primary responsibility of the maintenance workers.
- c. Overtime will be assigned on a rotating basis to the most senior maintenance worker on the appropriate overtime list.
4. A custodian overtime rotation list shall be posted in each building which follows the procedures set forth in 9.03 C.

D. SNOW CALL

Bargaining unit members designated by the maintenance Superintendent or warehouse/custodial supervisor to remove snow shall be paid two (2) times their hourly rate for all time spent removing snow outside their regularly scheduled work hours. There will not be allowed any pyramiding of overtime or other rates of pay more than straight time. Snow call will be offered to ground crew employees prior to following a seniority rotation list. If additional help is needed, the snow call work will be offered to those unit members who have signed the snow call overtime rotation list. Two refusals or unavailable when called will result in being placed at the bottom of the snow call overtime list for that school year.

E. GENERAL PROVISIONS:

1. Overtime will be offered to unit members from the rotation list prior to assigning a Substitute.
2. Exceptions to the assignment of overtime on a rotating basis may be where:
 - a. The need for assigning overtime has been identified with less than twelve (12) hours advance notice.
 - b. Special conditions or qualifications need to be considered for overtime duties to be performed (e.g. requirement of low pressure or boiler license, high voltage or specialized electrical work).
3. Building check is not included for purposes of overtime rotation.

4. Overtime requires prior approval of the immediate classified supervisor of each department or their designee.
5. Assignment of overtime shall be done at the discretion of the supervisor on a day-to-day basis.
6. Refusal or acceptance by a unit member of an overtime assignment or the inability to contact him/her shall place that individual at the bottom of the rotation list.
7. Compensatory time is not permitted for the compensation of overtime.

9.04 NIGHT SHIFT DIFFERENTIAL

An employee whose shift begins at 2:00 p.m. or later shall receive the night shift differential of twenty cents (\$.20) per hour.

9.05 CALL-IN PAY

- A. A bargaining unit member who has completed his/her regularly scheduled workday and is called back to work or is called in to work at times not scheduled shall receive a minimum of two (2) hours pay. This call-in pay provision does not include time worked immediately prior to or following the employee's regular workday.
- B. Such call-in time requires authorization by the classified immediate supervisor when an employee is called in, as per Section A. The Superintendent may authorize such call-in time for any bargaining unit member.
- C. A unit member (one unit member at any one time) who volunteers to be on call for the district for a seven (7) day period and is available to report to work during that time will be paid four (4) hours of overtime for that seven (7) day period. The unit member shall be provided an electronic communication device for the period that he/she is on call. Guidelines set forth in 9.03 A "Overtime Payment" will be followed.

9.06 HOURS OF WORK/CALAMITY DAYS

- A. Calamity Day is a school day when school is closed due to calamity. Delayed Starts and Early Dismissals are not considered a calamity day and compensation will be at the normal rate during these occasions. If necessary unit members may use Personal Leave set forth in 11.01 B.

- B. Bargaining unit members who are scheduled to work on a Calamity Day but are not required to work shall be paid for hours scheduled but not worked. Those bargaining unit members who are paid for Calamity Days on which they do not work shall be required to work any scheduled make-up day(s) without any additional compensation.
- C. Bargaining unit members who are required to work on a Calamity Day shall be compensated at a rate of two (2) times the regular hourly rate for all hours actually worked on such day.
- D. Make-up Calamity Days shall be treated as a normal workday, however, if a make-up day is on a holiday the Board may require any bargaining unit member to work or may use substitutes. Where applicable any premium rates shall be paid in accordance with this Agreement.
- E. District will specify a contingency plan under which the district's students will make up days to meet the minimum school year requirements. The Superintendent may revise the adopted school calendar that will change the student attendance days if necessary to comply with the Ohio law.

9.07 CLASSIFICATION ASSIGNMENTS AND TRANSFERS

- A. The Board recognizes the group classifications in Local 138 as 1) Custodial/Warehouse 2) Maintenance 3) Food Service and 4) HVAC. Unit members who move within the same group classification will maintain the current step level at the time of the reassignment.
- B. When an employee moves to a different classification, he/she shall be moved to the first step on the salary schedule which provides an increase of at least fifteen cents (\$.15) per hour.
- C. A unit member required to temporarily perform duties in a higher paid classification shall be paid (beginning on the third consecutive day of service in the higher job) on the first step which provides an increase of at least fifteen cents (\$.15) per hour.

All other terms of the current collective bargaining agreement shall remain in full force and effect as written.

9.08 MILEAGE

The Board agrees to pay unit members who are required to drive their personal vehicle in the service of the Board, at the rate set by the I.R.S.

9.09 SEVERANCE PAY

A. GENERAL

Severance pay shall be a one (1) time, lump-sum payment to eligible unit members according to the following provisions.

B. ELIGIBILITY

A unit member's eligibility for severance pay shall be determined as of the final date of employment. The criteria are as follows:

1. The unit member retires from the Westerville City School System.
2. Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code (S.E.R.S.).
3. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within one hundred twenty (120) days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check. (The only exception to the requirements above is for a unit member who has twenty (20) years of service credit with the Westerville School Board. Said unit member shall be eligible to receive severance pay after receiving his/her first benefit check from S.E.R.S. providing the unit member has not worked for another School District or political subdivision of the State of Ohio since his/her last day of employment with the Westerville Board of Education and provided said check is received no later than five (5) years since the unit member's last day of employment with the Westerville Board of Education.)
4. The unit member must have not less than ten (10) years of service with the Westerville School District, the State, or its political subdivisions. Unit members with less than 10 years experience in the Westerville City School District will be paid severance only on those sick leave days accumulated during employment with Westerville Schools.

5. The unit member must sign a form provided by the Board when he/she picks up the District's retirement check certifying that all of the above eligibility criteria have been met.
6. The estate of a unit member having at least fifteen (15) years of service with the Board will be paid the unit member's severance as a death benefit in addition to any life insurance provided under this Agreement.

C. BENEFIT CALCULATION

1. Severance payment shall be made for accrued unused sick leave to a maximum of sixty (60) days. The payment shall be at the hourly rate the employee is earning at the time of retirement.
2. Unit members, who upon retirement have exceeded the maximum number of sick leave days which can be accumulated under Article 11.01 A. 1., shall receive one (1) additional day's severance pay for every increment of thirteen (10) days above the maximum sick leave accumulation.

- D. Receipt of Severance Pay shall eliminate all sick leave credit accrued by the unit member.

E. RETIREMENT INCENTIVE

Bargaining unit members, who are eligible to retire pursuant to the guidelines of the School Employees Retirement System, and have ten (10) years of employment with Westerville City School District, shall qualify for an early retirement incentive payment.

Bargaining unit members whose assignment is more than five (5) hours per day shall be eligible for a retirement incentive payment in the amount of three thousand dollars (\$3,000.00) to be paid in one (1) lump sum with severance pay.

Bargaining unit members whose assignment is five (5) hours per day or less shall be eligible for a retirement incentive payment in the amount of one thousand five hundred dollars (\$1,500) to be paid in one (1) lump sum with severance pay.

To qualify the unit member must:

1. To receive the retirement incentive the unit member must have 10 years of employment with Westerville City Schools and apply for

the benefit the first year he/she is eligible to retire under the S.E.R.S guidelines.

2. If a unit member does not apply during his/her initial eligible year for retirement he/she will not receive the retirement incentive and will have waived his/her right to this benefit.
3. A unit member who is eligible to retire must submit by certified mail to the Superintendent 90 calendar days or more prior to the effective date of retirement a written notice of intent to retire at the eligible date or at the end of that specific school year.
4. Provide written verification of retirement from the S.E.R.S.

9.10 INSURANCE

Insurance programs for members of the bargaining unit continue in effect as follows:

A. MEDICAL INSURANCE PREMIUMS (HOSPITAL, SURGICAL, MAJOR MEDICAL)

1. FULL-TIME BARGAINING UNIT MEMBERS:

The Board will pay 80% of the family premium and 90% of the single premium for members of the bargaining unit.

2. PART-TIME BARGAINING UNIT MEMBERS:

(i.e., regularly scheduled to work less than one thousand four hundred eighty [1480] hours per year) The Board will pay fifty percent (50%) of the benefit provided full-time members of the bargaining unit.

B. MEDICAL INSURANCE BENEFITS (HOSPITAL, SURGICAL, MAJOR MEDICAL)

1. Plan provisions shall be pursuant to the "Health Benefit Program" booklet (Certificate of Coverage).

C. Effective January 1, 2011, the health insurance plan shall be amended to be a High Deductible Healthcare Plan (HDHP) and Health Savings Account (HSA).

1. High Deductible Healthcare Plan / Health Savings Account

- a. Effective January 1, 2011, the District shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

Deductible:	Network	Non-Network
Single	\$1200	\$2400
Family	\$2400	\$4800

Out-of-Pocket Maximum:		
Single	\$1200	\$4800
Family	\$2400	\$9600

Deductibles for the HDHP will be no less than the IRS minimum. Eligible health care expenses including prescription drugs apply toward the deductibles and the Out-of-Pocket Maximum. Preventive Care shall be pursuant to the Insurance Certificate.

- b. A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Insurance Trust Committee shall recommend a custodian for the HSA. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six months or twelve months, or in a lump-sum payment. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

2. Effective January 1, 2011 each eligible bargaining unit member who participates in the district's High Deductible Healthcare Plan on the preceding December 31 shall receive from the Board, for the period of January 1 through December 31 of the year in which such payment is made, a contribution to the employee's Health Savings Account.

For calendar years 2011-2012 the Board shall contribute fifty percent (50%) of the deductible to each eligible bargaining unit member's account.

Employees hired during the HDHP/HSA plan year (Jan 1 – Dec 31) shall receive the Board of Education contribution.

All bargaining unit members who have a Health Savings Account will receive the district’s contribution to that account on the first payroll in January.

3. Details and forms will be available from the Treasurer’s office. The insurance programs include but are not limited to Hospital, Surgical, Major Medical, Dental, Life, Health and Accident, Vision, and Income Protection policies.

D. LIFE INSURANCE (TERM LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT)

1. The Board will provide the bargaining unit members with a Term Life Insurance policy of thirty thousand dollars (\$30,000).
2. The Board will provide bargaining unit members with an accidental death and dismemberment policy of thirty thousand dollars (\$30,000).
3. Bargaining unit members who retire pursuant to the guidelines in Article IX, 9.10 B., severance pay, of this negotiated Agreement, shall have the opportunity to convert (at his/her expense) life insurance. Such conversion shall be according to the rules and procedures prescribed by the life insurance carrier at the time of the bargaining unit member's retirement.
4. The Board shall allow individual unit members to purchase additional amounts of coverage through payroll deduction, provided the number of unit members electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

E. DENTAL INSURANCE

The Board shall provide the following dental program at no cost to members of the bargaining unit as follows:

Maximum Benefits per Covered Person.	\$2,000 per year
Deductible-Individual	\$25 per year
Deductible-Family	\$50 per year
Orthodontic Services per Covered Person (Not subject to annual deductible)	\$1,000 Lifetime

Co-Insurance Amounts:	
Diagnostic & Preventative Services	100% of UCR Charges
Routine Dental Services	80% of UCR Charges
Major Dental Services	50% of UCR Charges
Orthodontic Services	60% of UCR Charges

F. VISION INSURANCE

The Board shall purchase through a carrier licensed by the State of Ohio, vision care insurance coverage. For unit members who elect such insurance, the Board will pay up to a maximum of \$8.00 per month for family coverage and up to \$3.00 per month for single coverage. Effective January 1, 2007 the coverage shall meet or exceed the specifications below.

Examination	Once in any 12 month period
Lenses (if required)	Once in any 12 month period
Frames (if required)	Once in any 12 month period
Benefits	\$50 Wholesale frame \$130 Retail equivalent \$130 Elective Contact Lens
Maximum benefit	Payment in full (if a panel doctor is used) Payment per schedule (if a non-panel doctor is used.)
Deductible	None on frames \$10.00 on Exam

G. FLEET LIABILITY INSURANCE

Bargaining unit members required to use personal vehicles for Board business shall be provided secondary liability insurance for up to two million dollars (\$2,000,000) combined single limit (per accident). Members whose circumstances change must notify Treasurer's Office within 31 days.

H. SECTION 125 PLAN

The Board will provide to the extent available under the Internal Revenue Service Code and Regulations (Section 125) for the payment of unit members' insurance(s) premium contributions on a pre-tax basis. This "125" provision is solely for the purpose of reducing current tax for unit members and will remain in effect so long as IRS 125 laws and rules remain substantially unchanged. A 125 plan (pre-tax medical savings and dependent care account(s)) will be available to unit members with

language providing for recovery of funds if necessary. The 125 plan shall not allow for payment of benefits under the HDHP/HSA, except as provided by law.

I. EAP

1. The Board will provide an Employee Assistance Program (EAP) at no cost to unit members.
2. Unit member participation in EAP is voluntary.
3. All information derived from a unit member's (or his/her immediate family) involvement with EAP shall be confidential. No information shall be released under any circumstances without prior written authorization of the unit member except as required by law. Such information shall not be placed in a unit member's personnel file nor affect job security, assignment, transfer, or eligibility for promotional opportunities.

J. INSURANCE COMMITTEE

The "Insurance Committee" for the Medical Program shall consist of no more than *eight (8)* members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), AAS (1), Treasurer's Office (1), and District Administration (1). The WESSA President shall appoint its one (1) member of the Committee. The Insurance Committee's charges include, but are not limited to, employee incentive plans, long-range employee health maintenance, HMO coverage, potential plan modifications, meeting with representatives of the carriers to review the previous years' claims experience, and explore options in cost containment and rate adjustments. Copies of the regular monthly reports and any special reports submitted by the carriers shall be furnished to all members of the Insurance Committee. The Committee shall establish operating procedures which will address the frequency of meetings, how the group will treat confidential health information, continuing education for members of the Committee, the keeping of minutes, and the reporting out to all stakeholders.

The Insurance Committee shall establish a Health Care Management (HCM) Sub-Committee to investigate and make recommendations on or before the next medical health insurance renewal date. The make-up of the HCM Sub-Committee shall consist of *eight (8) members* with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), AAS (1), Treasurer's

Office (1), and District Administration (1). The Committee shall establish its own guidelines of operation and meeting schedule.

9.11 WAGES

(See Appendices A through H)

9.12 STATE EMPLOYEES RETIREMENT SYSTEM (S.E.R.S.) PICK-UP

Board "pick up" of a unit member's share of S.E.R.S. contributions shall continue at the rate of employee contribution established by S.E.R.S. The "pick up" will be at no cost to the Board and is solely for the purpose of reducing current tax for unit members. The "pick up" will remain in effect so long as Revenue Ruling No. 77-462 remains unchanged. Unit members are individually responsible for reviewing the relationship between the "pick up" and their other tax deferral arrangements, if any.

9.13 TAX SHELTERED SAVING PLANS

The Board agrees to provide employees with a tax sheltered program, which shall be deductible for employee contribution through payroll deductions. The Board shall maintain a 403(b) program utilizing the same vendors in place as of the date of the Contract. When the IRS issues new guidelines regarding 403(b) plans the Board and Local 138 agree to meet to address the impact of such guidelines.

9.14 TUTION REIMBURSEMENT

Tuition reimbursement for pre-approved courses or in-services will be available up to a total of \$6,000 per year on a first come first served basis. To be eligible for reimbursement, courses or in-services must be directly related to the posted job duties as determined by the Superintendent and must be pre-approved by the Superintendent or his/her designee. No employee shall be reimbursed for more than they actually paid for the coursework, with a limit of up to two-hundred and fifty dollars (\$250.00) per unit member, per year.

In the event a bargaining unit member is released during his/her workday to attend a pre-approved course or in-service, the Board reserves its right not to obtain a substitute.

Bargaining unit members shall apply in writing by using a prescribed form. Applications must be submitted to the Superintendent at least four weeks before the course(s) shall begin. To be eligible for reimbursement, bargaining unit

members must not only have prior approval, but shall submit to the Treasurer's office information verifying completion of the course or workshop.

ARTICLE X
WORK SCHEDULE

10.01 WORK WEEK

A. MAINTENANCE/CUSTODIAN/WAREHOUSE/HVAC (12 MONTH EMPLOYEES)

The workweek shall normally* consist of five (5) consecutive (eight [8] hour) days Monday through Friday. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the School District.

B. All night shift employees shall work days without loss of shift differential or premiums during Spring and Christmas break.

*Under adverse circumstances Board action may be required to change work schedule.

**Every bargaining unit member is expected to be on duty every work day of his/her official work calendar except when using sick leave, taking approved vacation or personal leave, or taking official approved leave. Failure to report to duty without authorized leave may result in disciplinary action up to and including termination.

10.02 WORK HOURS

A. Work hours may be scheduled by mutual agreement between the maintenance, custodial and HVAC workers appropriate supervisor (plant services or custodial services) for ten (10) hours per day four (4) days per week.

B. Such work schedule shall, if initially mutually agreed to, continue unless agreed to be altered by the supervisor.

10.03 PAID HOLIDAYS

TWELVE (12) MONTH EMPLOYEES

Labor Day
Thanksgiving Day
Day after Thanksgiving

New Year's Day
Martin Luther King Day
Presidents' Day

Day before Christmas
Christmas Day
Independence Day

Good Friday
Memorial Day

FOOD SERVICE EMPLOYEES

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday

To be eligible for holiday pay, employees must work their regularly scheduled work day prior to and following such holiday, unless an employee is on an authorized paid leave.

For twelve (12) month employees, when Christmas falls on a Monday, the day before Christmas will be observed on the previous Friday.

10.04 VACATION

A. Twelve (12) month employees shall be entitled to vacation with pay based on the following schedule:

0 - 11 months	1 day per month up to 10 days prior to June 30
1 - 8 years	11 days
9 -13 years	15 days
14 -19 years	20 days
20 and over	1 day for every year up to 25 days

B. Vacation shall normally be permitted to be taken at a time of the employee's choice provided that such vacation shall not interfere with the efficient operation of the school system. Requests shall be made to and approved by the immediate supervisor and the Superintendent. Five (5) days prior notice shall be provided the immediate supervisor. Exceptions to this time period may be granted by the immediate supervisor in emergency situations.

C. Twelve (12) month employees begin to earn vacation as of the last day of the first month of employment. (i.e. a new employee who is in a paid status on the last day of a month will be credited with one (1) vacation day for that month.)

D. Vacation days may be used as they are earned, or may be accumulated. to a maximum of the total number of days earned in two (2) years. (That is, the total number of unused vacation days which may be carried from the end

of one (1) contract year into the next contract year may not exceed the total number of days accrued in the previous two (2) years.) Excess vacation days beyond the maximum total number of days earned in two (2) years will be rolled into sick leave.

- E. Vacation cannot be used until any borrowed sick leave is restored to the district.
- F. Upon separation from employment with the Board, an employee will be paid for accrued but unused vacation days pursuant to the provisions of O.R.C. 3319.084.

10.05 LUNCH/REST PERIODS

- A. Bargaining unit members shall be granted a fifteen (15) minute paid rest period for each three and three-quarter (3-3/4) hours consecutively worked. A rest period cannot be skipped for the purpose of extending lunchtime or to shorten his/her workday, unless authorized by an administrative supervisor.
- B. The schedule of rest periods are set by the employee's immediate supervisor, except as restricted in Section 10.05 C. of this Article.
- C. Rest periods shall not be scheduled within the first hour and one-half (1-1/2) of the three and three-quarters (3-3/4) hours of work unless agreed to between the member and the supervisor.
- D. Employees may not leave the building during rest periods, unless prior approval has been granted by the immediate supervisor. Building and grounds maintenance employees shall take their rest periods at the building in which they are working when their rest period occurs, and may leave the building with prior approval but may not leave the building grounds.
- E. All employees working six (6) or more hours per day shall receive a one-half (1/2) hour duty free lunch period excluding those mentioned in 10.05 F. below. Lunch periods shall normally be taken at the same time each day as mutually agreed to between the member and supervisor. However, if agreement is not reached the supervisor will assign a lunch period. Such employees shall notify the building office when leaving the building during lunch. Under emergency situations, such employees may be required to postpone or alter lunchtime. The lunch period will then be rescheduled so that the employee will not miss lunch during that day.
- F. Kitchen managers and day custodians in buildings with only one (1) custodian on duty shall be provided a one-half (1/2) hour paid lunch

period during the school year which will be included in hours worked. Those 2nd shift custodians identified by the supervisor in buildings with only one (1) custodian will be provided a one-half (1/2) hour paid lunch period.

10.06 FOOD SERVICE SUBSTITUTES

- A. 1. Food service workers normally scheduled for three (3) hours per day will be requested to serve as substitutes for absent five (5) hour food service workers prior to seeking a substitute. The requests to serve will be made on a rotating bargaining unit seniority basis by building from a list established for this purpose. This shall not be construed as requiring a substitute for the regular employee serving as a substitute per this Article. When high school kitchens are closed due to semester or final exams, food service personnel who have signed a rotation list will be called to serve as substitutes before the District calls substitutes.
- 2. Inability to contact the unit member or refusal to accept the substitute position will place that person at the bottom of the rotating list.
- B. The requirement of using regular employees, as substitutes shall not apply if the extra hours will provide over forty (40) hours actually worked in that week.
- C. This Article shall not preclude the supervisor from maintaining the same substitute as defined in Section 10.6 A. 1. above for the five (5) hour employee(s) where that employee is absent for more than one (1) day, however the hours will be rotated, after ten (10) days of continuous service, to the next person on the building rotation.

10.07 CUSTODIAL SUBSTITUTES

When it is determined that a substitute is not available, unit members in the custodial classification in the building will be called first and, if no one is available, custodians who have indicated a willingness to substitute will be called from a list of available unit members. The Union will be responsible to compile and submit a list of interested unit members. These procedures are subject to the provisions of 9.03 C and 9.03 D.

Where the District has advance notice that an assistant head custodian or a head custodian will be absent, assistant head custodians, custodians in the building who are interested in substituting in the position may apply for consideration for temporary placement. Temporary placement shall be conditioned upon

approval by the interested custodians and management. If no one from the building is interested, consideration will be given to interested custodians in the other buildings. If placed, a custodian may continue during satisfactory performance as determined by the Building Principal and the Custodial Supervisor. This procedure applies when an assistant head custodian is off or covers for a head custodian.

ARTICLE XI
LEAVES

11.01 PAID LEAVES

All paid leaves under this Article shall be with full pay and fringe benefits except as noted herein. Time spent while on any paid leave provision in this Article shall count for seniority purposes.

A. SICK LEAVE

1. Sick leave shall accrue at the rate of one and one-fourth (1-1/4) days per month to a maximum accumulation of two hundred forty-five (245) days.
2. Employees may use sick leave for personal illness, illness or death in the immediate family, pregnancy and exposure to a contagious disease. Immediate family shall be defined as family members residing in the employee's household or spouse, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, daughter-in-law, son-in-law, step-parents, step-children, step-grandparents, grandchildren, aunt and uncle.
3. Falsification of any kind regarding the need to use and/or the use of sick leave shall be handled by the disciplinary procedure.
4. Sick leave shall not be earned during the term of any unpaid leave consisting of (10) ten or more contract days in a given month.
5. The unit member shall complete and turn in a sick leave form not later than the second day after the employee returns to work.
6. Each new unit member or any unit member who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that

contractual year, or if necessary, the following contractual year. If a unit member who has exhausted his/her sick leave per statute and ends employment with advance sick leave that has been used but not paid back, the dollar value of the advanced sick leave shall be deducted from the last paycheck issued by the Board.

7. In the event of catastrophic, prolonged, or chronic illness, a unit member who has exhausted his/her Sick Leave pursuant to Article XI 1.A. may request, through the OAPSE 138, the Superintendent to authorize voluntary transfer of additional sick leave hours from other bargaining unit members to the affected unit member. Guidelines for administering this provision will be mutually developed by the Labor Management Committee. All vacation and personal leave must be exhausted and accrual of vacation will not occur during the period in which the member is utilizing the sick leave bank.

8. SICK LEAVE GUIDELINES

The administration of discipline for alleged excessive use of sick leave shall be in accordance with the following:

- a) Nothing in this provision is intended to limit or expand the Board's right to discipline employees for other specific inappropriate actions related to the use and processing of sick leave.
- b) The unit member must report all sick leaves at least two (2) hours in advance on the Automated Substitute Calling System.
- c) An absence affidavit must be submitted to the appropriate office no later than two days after the unit member returns to work for it to be considered excused.
- d) If a suspected inappropriate pattern of sick leave emerges, the Superintendent or designee shall notify the Association President of the potential sick leave misuse. Where the Superintendent and Association President agree that it is probable that a bargaining unit member has used sick leave for reasons other than those provided in Chapter 16 of the negotiated agreement, a meeting will be arranged with the unit member and appropriate personnel. The unit member shall have the right to representation at the meeting(s) and will be provided with a statement of the allegations to which

he/she may respond at the meeting(s). If the district substantiates sick leave abuse, the unit member may be disciplined up to and including termination or loss of wages for days misused. Discipline for substantiated misuse will be part of a unit member's personnel file.

B. PERSONAL LEAVE

1. All bargaining unit members shall be granted a maximum of three (3) days personal leave per year. Unused personal leave shall not accumulate from year to year, however, each year as of June 30, unused personal leave shall be added to accumulated sick leave.
2. When an employee becomes aware of the need to use personal leave, he/she shall notify his/her immediate supervisor at least forty-eight (48) hours in advance.
3. If an employee notifies his/her immediate supervisor less than forty-eight (48) hours in advance of the start of the leave, the leave may be denied at the sole option of the immediate supervisor.
4. Personal leave shall be granted for the following reasons:
 - a. Emergency circumstances, which required the employee at home.
 - b. Conduct of personal legal business.
 - c. Compulsory court appearances, except for jury duty.
 - d. Graduation or marriage of a relative in the immediate family. For definition of immediate family, see sick leave, Article XI. 11.01 A2
 - e. Religious holidays not included in the school calendar.
 - f. Personal business, which cannot be handled outside working hours. No further explanation will be required except that the employee shall certify in writing that the leave will not be used for rest, recreation, vacation or for seeking or engaging in gainful employment. Personal leave for personal business shall not normally be approved for two (2) consecutive days.
 - g. The Superintendent may authorize personal leave for any justifiable reason.

- h. Personal leave may be used in two (2) hour increments. Absence for a portion of a day beyond one-half (1/2) day shall be deducted as a full day of personal leave.
- i. The unit member shall complete a personal leave form justifying the use of personal leave, not later than the second workday after the employee returns to work.

C. ASSAULT LEAVE

1. Any employee who must be absent due to physical disability resulting from an unprovoked or unjustified assault on such employee which occurs in the course of Board employment, on school grounds, during school hours, or where required to be in attendance at a school sponsored function, shall be granted assault leave. Full pay status (days not charged to sick leave) under assault leave shall be granted up to a maximum of the first twenty (20) days of said disability. At the end of the twenty (20) days the employee may at his/her option use sick leave or receive Workers' Compensation (if eligible) for the period of the physical disability.
2. An employee requesting assault leave will complete and submit to the Superintendent a form which should include the following:
 - a. Date and time of occurrence.
 - b. Identification of the individual(s) causing the assault (if known).
 - c. Facts and circumstances surrounding the assault.
 - d. A certificate from a licensed physician describing the nature of the injury sustained causing absence.
 - e. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
 - f. Signature of the assaulted employee.
3. If sick leave becomes exhausted beyond the five (5) day advance, the employee may apply for further sick leave. Solely the Superintendent shall determine whether such additional leave is granted.

4. A disability resulting from assault shall terminate when the employee can return to the assignment held prior to the disability or the employee becomes eligible and takes disability retirement provided under the provisions of the retirement program.
5. An employee, disabled as a result of an assault and who has been granted a leave, will be returned to the same position held at the time of the incident whenever possible. An employee disabled as a result of assault and who has used assault leave or a combination of assault leave and sick leave, will be returned to the same position held at the time of the incident if the total number of paid status leave days does not exceed sixty (60) days. If the total number of paid status leave days exceed sixty (60) days, the employee will be returned to the same position held at the time of the incident whenever possible, as determined by the Superintendent.
6. In cases where the employee is unable to work for an extended period of time beyond the period covered by the assault and sick leave, it will be the Board and administrator's prerogative to require initial and continuing medical substantiation for the absence. The Board will pay the full cost of all required medical examinations.

D. MILITARY LEAVE

An employee shall be entitled to any military leave provided by O.R.C. 3319.085 and 5923.05 and shall retain all rights and privileges granted by O.R.C. 3319.085 and 5923.05 arising out of the exercise of military leave.

E. JURY DUTY, COMPULSORY COURT APPEARANCE

1. A unit member, upon written request to the Superintendent, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The unit member shall receive his/her normal pay during jury service and retain any jury duty pay received from the Court. A leave form shall be submitted when the unit member becomes aware of the need to use jury duty leave.
2. A unit member who is subpoenaed to appear, as a witness in a school business/activity case shall be granted paid leave for the number of days or partial days needed to give testimony, as long as the employee is not engaged in pursuing a lawsuit against the District. A written request shall be submitted to the unit member's immediate supervisor as soon as the need for such leave is known.

3. A unit member will not be required to report to work on a day when he/she actually serves on jury duty. If a unit member is released from jury duty he/she must contact their immediate supervisor and return to their assignment.

F. FAMILY MEDICAL LEAVE ACT (FMLA)

The Board and the Association, on its own behalf and on behalf of the unit members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA leave of absence and otherwise exercise such rights as it may have under the FMLA and Regulations enacted there under with respect to such leave.

The FMLA permits qualified employees to receive up to twelve (12) weeks of unpaid leave per twelve (12) month period for personal or family medical reasons, as verified by a licensed physician (see Appendix I). An eligible unit member is one who, on the date on which any FMLA leave is to commence, has been employed for at least 1,250 hours of service with the Board during the previous twelve-month period. FMLA leave is unpaid except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

11.02 UNPAID LEAVES

The employee will pay the total premium for all health insurance after twenty (20) consecutive workdays during an unpaid leave of absence except as required by the FMLA.

A. LEAVE OF ABSENCE

1. Upon a written request, the Board will grant a leave of absence for illness or disability, which shall not exceed two (2) years. The employee shall, upon completion of such leave or leave granted per Section 11.02 C. below, be returned to the same or a similar position within the former classification at the same step of the salary schedule that he/she was on prior to the leave.
2. Short-term leave may be granted by the Board without pay. Short-term leave is intended to cover needs for which relief is not provided using other leave provisions. Such leave will not be granted the first or last week of school. Requests shall be submitted

to the Superintendent at least five (5) days in advance of the requested starting date of the leave.

3. Requests for leave for educational or professional purposes for a period of up to one (1) year may be granted by the Board. Written request shall be made to the Superintendent providing the nature of the leave and the course of professional or educational endeavors which will be followed.
 - a. Leave shall not be granted for seeking or engaging in gainful employment.
 - b. The leave may not be approved unless it is used to improve or gain knowledge relating to the employee's current or pending assignment or to fill a need(s) of the District as determined by the Board.
 - c. The above limitations shall not limit Board discretion in denying leave for reasons it deems appropriate.
 - d. In order to receive such leave, the requesting employee must have been employed by the Westerville City Schools as a regular employee for a period of at least five (5) years.
 - e. Granting or denial of such leaves under this section shall not be subject to the grievance procedure, but may be appealed directly to the Superintendent.

B. ADOPTION LEAVE

An employee who is adopting a child shall be entitled to an unpaid leave up to ten (10) days for the purpose of processing the adoption.

C. CHILD CARE LEAVE

An employee who is the natural parent, adoptive parent, foster parent or legal guardian of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum period of six (6) months and shall be granted upon giving the Board four (4) weeks notice prior to the anticipated date on which the leave is to commence.

ARTICLE XII
EMPLOYMENT CONDITIONS

12.01 SENIORITY

Authorized leaves of absence or the time spent on layoff shall not constitute an interruption in continuous service but seniority shall not accumulate during these periods. Where specified as applicable to a particular Article, the following definitions of seniority shall apply throughout the Contract.

A. SYSTEM SENIORITY

Continuous service in the Westerville City School District from the most recent date of hire.

B. JOB CLASSIFICATION SENIORITY

Continuous service in a specific job classification from the unit member's most recent date of entry into such job classification.

C. BARGAINING UNIT SENIORITY

Continuous service in the bargaining unit. (i.e., an employee carries seniority when transferring from one classification to another without a break in service.

D. CLASSIFICATION SERIES SENIORITY

Continuous service from the most recent date of entry into a classification series.

12.02 JOB BID PROCEDURE

- A. The Board will post a notice of all job openings in classifications represented by this unit on an official bulletin board in the Board office. The posting shall be dated as to date of posting, and shall include the shift, classification, department, contemplated starting date and minimum qualifications. Such postings shall be placed at each building and will be sent by the Human Resources Office to the appropriate administrator in the building, the head custodians and food service managers, the same day as posted on the official bulletin board. No action will be taken to fill the position before five (5) working days from the time the posting is sent from the Human Resources Office. President of the Union will also receive a copy of any posting. No food service position shall be posted and bid until the opening of the school year should vacancy occur during the summer.

From the date of posting, a position will be filled within forty-five (45) working days unless there are no qualified applicants or the administration abolished the position with notice to the Union President. If a substitute is placed in a bargaining unit position for more than sixty (60) days, the Union President will be advised of the reason in writing.

- B. Employees who wish to be considered for any such job classification shall complete and sign a bid slip, date it, and deliver it to the Human Resources Office. An employee will be eligible to bid at any time on an open job in a higher pay group. An employee will be eligible to bid on an open job in the same or lower pay grade only if he has held his present job for four (4) months except in the case of a half time employee who wishes to bid on a full time job and for a food service employee who wishes to bid on an open position that has more contract hours.

- C. All internal applicants shall be considered for vacancies. The most qualified internal applicant, as determined by administration, shall be awarded the position. Should two internal candidates be equally qualified, the most senior bargaining unit member shall be awarded the position. If no internal applicant is determined by administration to be qualified as defined herein, the Board may consider any other applicants. Qualification guidelines for purposes of Article XII are listed below (Each guideline is as equally important as another):
 - 1. Years of service with the District.

 - 2. Job experience received in District or similar job by outside employer which includes other school districts. The District will require verification from outside employer.

 - 3. Recommendations from previous employers.

 - 4. Personal characteristics compatible with the position requirements. This information may be included in, but not limited to, personnel files, annual evaluations and other records maintained by the District and previous employers.
 - a. Annual performance evaluations.
 - b. Follows directions
 - c. Interpersonal relationships
 - d. Ability and initiative to work with supervisors and staff
 - e. Positive work history

 - 5. Training or education in areas related to job duties.

6. Attendance
 7. Knowledge and skills of the posted position.
- D. Ninety (90) workdays shall be probationary period for the successful applicant who is a new bargaining unit member. A bargaining unit member who is a successful applicant for a position will have a thirty (30) workday probationary period. If the successful applicant does not perform in the position to the extent required to meet the needs of the position during the probationary period or does not wish to continue in the position during the probationary period, he/she is entitled to a position in his/her previous classification or is entitled to a vacant position in the classification if the previous classification was the same held in the District and provided reasons in writing concerning the unsuccessful completion.

At any time during a probationary period, a supervisor may recommend the waiver of the balance of a probationary period, if the employee agrees. Such recommendation shall be in writing to the Superintendent, who shall make the final decision.

- E. The Board will provide the name of the successful bidder to the Local President within two (2) working days after a selection has been made.
- F. All jobs shall have a job title and job description. A single classification may cover more than one (1) job and job description.
- G. Failure of the first selected applicant to successfully perform during the probationary period shall not require reposting. It may be filled by selection from previous applicants in accord with the procedures of this Article.
- H. The present job classification, during the term of this Agreement, shall be compensated at the rate of pay agreed to herein.

12.03 NEW POSITIONS

- A. Whenever the Board intends to create a new position that will be within the bargaining unit, the Superintendent shall discuss the position including its classification, job description and placement on the salary schedule, with the President of the bargaining unit prior to making a recommendation to the Board.
- B. Addition of Maintenance Technician positions
Effective July 1, 2010 there shall be a committee consisting for three representatives of OAPSE 138 appointed by the President and three

representatives of the Board appointed by the Superintendent. The charge of the committee shall be to review options and alternatives and to make recommendations for providing additional compensation for bargaining unit members who have or achieve particular skill sets and abilities that are of significant value to the school district. The committee shall submit its recommendations to the Union President and the Superintendent on or before June 30, 2011.

12.04 OUTSIDE CONTRACTS

The Board agrees that when outside organizations are using buildings on weekends or at times the custodian is not on regular duty, he/she shall only be required to perform duties necessary to fulfill the requirements of the group using the building.

Overtime shall be paid at the appropriate rate consistent with this Agreement.

12.05 UNIFORMS

A. CUSTODIANS, MAINTENANCE WORKERS, WAREHOUSE PERSONS

1. All employees shall upon hire receive six (6) uniforms at Board expense. A uniform shall consist of pants, shirt and tee shirts for summer wear.
2. When uniforms are in need of repair or replacement (due to wear) upon approval of the appropriate supervisor the order for such uniforms shall be placed within one (1) week of such request. Unit members may receive up to eight (8) replacement items per year due to wear.
3. One (1) pair of coveralls shall be provided for each maintenance person, and one (1) pair for each building.
4. Foul weather gear and gloves will be provided to custodial and maintenance unit members if deemed necessary by the appropriate supervisor.
5. Annual shoe allowance of up one-hundred dollars (\$100.00) shall be provided to custodial/warehouse and maintenance bargaining unit members who purchase shoes on their own upon submittal of a detailed receipt to the Board's Treasurer.

B. CAFETERIA WORKERS

1. An annual uniform allowance of one-hundred twenty-five dollars (\$125.00) will be provided at the beginning of school year. Bargaining unit members hired after January 1 will not be required to wear a uniform until receiving the allowance at the beginning of the next school year.
2. The uniform will consist of white, ~~black and/or blue~~ **or colored** uniform pants, white or black shoes and a white or colored uniform top.

12.06 BARGAINING UNIT WORK

Supervisors and other employees who are not in the bargaining unit will not perform bargaining unit work such that it would cause reduction in the regularly scheduled hours of or lay-off of unit members.

12.07 LAYOFF PROCEDURE

- A. Whenever it becomes necessary to reduce the number of employees in a classification due to financial reasons, lack of work, job abolishment, or incident to reorganizations made in the interest of greater efficiency, layoffs shall be made in the inverse order of seniority under the following rules:

1. SENIORITY DEFINITION

For the purpose of this Article, seniority is defined by years of service in OAPSE Local #138 bargaining unit, i.e., a person carries seniority when transferring from one (1) classification to another (higher or lower).

- a. The person with the lowest bargaining unit seniority in the classification affected shall be the first laid off. If further lay-offs are necessary, the same procedure shall be used.
- b. A person laid off under (a) above shall have the right to bump the least senior employee in the next lower classification (within the same class series) who is assigned to the same number of hours or less than the employee who is exercising their bumping rights. The employee exercising bumping rights must have more seniority than the displaced employee and must be qualified in the lower classification. For purposes of this Article, classification series are as follows:

<u>Custodial</u>	<u>Maintenance</u>	HVAC
Head Custodian	Maintenance I	
To	To	
Assistant Head Custodian	Maintenance II	
To		
Warehouse Delivery		
To		
Custodian		

Food Service
 Manager
 to
 Assistant Manager/Department Head
 to
 Lead Person
 to
 Food Service Worker I
 to
 Food Service Worker II

*NOTE: If the employee cannot exercise bumping rights in the next lower classification, he/she shall proceed to the next lower classification.

- c. All employees who are on a layoff status shall have the right to be carried on payroll records and to remain in group insurance programs, as permitted by the carrier. The affected bargaining unit members shall be responsible for the full premium payment of all programs subscribed to at the first full premium due date following the effective date of his/her "unpaid" layoff status.
- d. 1. Recall lists shall be developed and maintained. Names of laid off employees shall remain on the list for a period of two (2) years from the effective date of layoff. Employees shall be recalled in reverse order of layoff (last employee laid off in a given classification shall be the first recalled). Notification of recall shall be given by certified mail. Failure of the employee to indicate acceptance of the offered position or declining of an offered position for which the employee is qualified (and which provides compensation equal to or greater

than the position from which laid off) within ten (10) work days from the date of recall notification, the employee's name shall be removed from the recall list. The ten (10) day time limitation may be waived for exceptional cases involving illness.

2. Available jobs will be filled from those employees who are qualified on the recall list before new employees are hired.
 3. It shall be the employee's responsibility to maintain a current address with the Board.
- e.
1. (a) Not more than once per year upon request by the Union, the Board will furnish the Union with a complete seniority list of all the employees in the bargaining unit. The Board will provide the Union with the names of employees who have been removed from the active roll and a general description of the reasons therefore (e.g. termination, voluntary quit). The union shall have ten (10) days following the receipt of the seniority list of all the employees in the bargaining unit to notify the Board of any errors, and if the Board is not notified of any errors within the ten (10) day period, the seniority list shall be deemed final.
 - (b) Employees laid off because of lack of work shall be advised of the reasons therefore at least five (5) working days before such layoff becomes effective. The Union President shall be so notified before the notice is given to the employee involved. Such employees will be given three (3) days work, or pay, if work is not provided.
2. At least five (5) days prior to the effective date of layoff, the employee shall receive notice of such layoff. A copy of the list to be used by the Board for purposes of layoff shall be provided the Union at least ten (10) days prior to the effective date of any layoff.

- f. The Union will not oppose the return to the bargaining unit of individuals employed as supervisory employees as of July 1, 2007 or provided that at the time of promotion they worked on a job, which is in the bargaining unit at the time of such return. Seniority credit of such employees will not include the period the employee spent as a supervisor. The employee will be returned to a job, if any, in the bargaining unit to which his seniority entitles him. Supervisors who have left the bargaining unit two or fewer years before the layoff may return to the bargaining unit but not to a head or assistant head custodian.
- g. For purposes of this Article, ties in seniority will be broken by reverse alphabetical order of last names.

12.08 BUILDING CLOSING OR TRANSFER OF TERRITORY

The Board agrees to allow unit members involved in a building closing or transfer of territory the following rights:

- A. Impending transfers of territory or school closings shall not affect job bid rights under Article XII, Section 12.02 (JOB BID PROCEDURE).
- B. Employees assigned to such buildings shall have rights to vacant positions within the employee's current job classification before bids of others are considered. If more than one (1) employee within such buildings bids on a vacant position the one with the greatest seniority will be assigned to the position.
- C. Should no vacancies be available when a building closing or territory transfer occurs, each affected employee shall have the rights provided in Article XII, Section 12.07 (LAYOFF PROCEDURE).

ARTICLE XIII
NO STRIKE AGREEMENT

13.01 For the duration of this Contract, the Board shall not lock out bargaining unit members from work and neither the Union, its agents, nor the employees represented by the Union shall engage in, any strike, slowdown, or withholding of services designed to interfere with the normal operations of the School District.

A violation of this clause will represent an illegal breach of this Contract.

ARTICLE XIV
COMPLETE AGREEMENT

14.01 COMPLETE AGREEMENT

- A. The Board and the Union 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 within the scope of collective bargaining/negotiations and that the understandings of that right and opportunity are set forth in this Agreement.

- B. Therefore, for the life of this Agreement, the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

- C. This Article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

ARTICLE XV
TERM OF AGREEMENT

15.01 The Westerville Board of Education and OAPSE Local #138 do hereby adopt this Agreement to be in full force and effect upon ratification by both parties from July 1, 2010 through June 30, 2012.

President, Board of Education

President, OAPSE Local #138

October 25, 2010

October 25, 2010

Date

Date

Treasurer, Board of Education

OAPSE Staff Representative

October 25, 2010

October 25, 2010

Date

Date

Section 5705.412
CERTIFICATE OF ADEQUATE REVENUES
OAC Section 3301-92-05
Wage or Salary Schedule

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Westerville City School District, hereby certify based on current estimates of School District revenue and expenses made in conformity with regulations of the Auditor of State and the Ohio Department of Education, that with respect to the attached Wage or Salary Schedule:

The school district has in effect for the term of the contract 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, 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 calendar for the current fiscal year and an equivalent number of days for each succeeding fiscal year in which the wage or salary schedule will be in effect.

IN WITNESS WHEREOF, we have hereunto set our hands on

October 25, 2010.

WESTERVILLE CITY SCHOOL DISTRICT
FRANKLIN COUNTY, OHIO

By: _____
Title: President, Board of Education

By: _____
Title: Superintendent

By: _____
Title: Treasurer

APPENDIX A

Reflects 2.5% increase

OAPSE LOCAL #138

CUSTODIAN/WAREHOUSE SALARY SCHEDULE 7/01/10 - 6/30/11

STEP	HEAD HIGH	HEAD MIDDLE	HEAD ELEM	ASST HD HIGH	ASST HD MIDDLE	CUSTODIAN	WAREHOUSE DELIVERY
0	\$17.84	\$17.55	\$17.24	\$17.30	\$17.24	\$16.04	\$16.13
1	\$18.04	\$17.76	\$17.46	\$17.54	\$17.46	\$16.26	\$16.32
2	\$18.27	\$17.97	\$17.68	\$17.75	\$17.68	\$16.45	\$16.55
3	\$18.48	\$18.21	\$17.89	\$17.96	\$17.89	\$16.70	\$16.75
4	\$18.69	\$18.40	\$18.10	\$18.17	\$18.10	\$16.88	\$16.99
5	\$18.91	\$18.61	\$18.33	\$18.38	\$18.33	\$17.13	\$17.19
6	\$19.11	\$18.82	\$18.52	\$18.60	\$18.52	\$17.31	\$17.40
7	\$19.33	\$19.05	\$18.76	\$18.81	\$18.76	\$17.55	\$17.61
8	\$19.56	\$19.27	\$18.96	\$19.04	\$18.96	\$17.76	\$17.84
9	\$19.75	\$19.49	\$19.17	\$19.23	\$19.17	\$17.97	\$18.04
10	\$19.99	\$19.69	\$19.41	\$19.48	\$19.41	\$18.21	\$18.27
11	\$20.18	\$19.92	\$19.60	\$19.68	\$19.60	\$18.40	\$18.48
12	\$20.42	\$20.12	\$19.83	\$19.91	\$19.83	\$18.61	\$18.69
13	\$20.62	\$20.35	\$20.03	\$20.11	\$20.03	\$18.82	\$18.91
14	\$20.83	\$20.55	\$20.24	\$20.33	\$20.24	\$19.05	\$19.11
15	\$21.06	\$20.76	\$20.48	\$20.54	\$20.48	\$19.27	\$19.33
16	\$21.27	\$20.98	\$20.67	\$20.75	\$20.67	\$19.49	\$19.56
17	\$21.49	\$21.20	\$20.92	\$20.97	\$20.92	\$19.69	\$19.75
18	\$21.71	\$21.41	\$21.14	\$21.20	\$21.14	\$19.91	\$19.98
19	\$21.92	\$21.63	\$21.35	\$21.41	\$21.35	\$20.12	\$20.19

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump payment of compensation for all bargaining unit members actively employed through the last payroll in December will be paid the first pay of January as follows:

2010-11 \$175.00

2011-12 \$175.00

ACTIVELY EMPLOYED shall be defined as “an employee who is regularly receiving a paycheck through the end of December and will continue to receive a paycheck following the first pay in January.”

APPENDIX B

Reflects 1.75% increase

OAPSE LOCAL #138

CUSTODIAN/WAREHOUSE SALARY SCHEDULE 7/01/11 - 6/30/12

STEP	HEAD HIGH	HEAD MIDDLE	HEAD ELEM	ASST HD HIGH	ASST HD MIDDLE	CUSTODIAN	WAREHOUSE DELIVERY
0	\$18.15	\$17.86	\$17.54	\$17.60	\$17.54	\$16.32	\$16.42
1	\$18.36	\$18.07	\$17.76	\$17.84	\$17.76	\$16.54	\$16.60
2	\$18.59	\$18.28	\$17.99	\$18.06	\$17.99	\$16.74	\$16.84
3	\$18.80	\$18.53	\$18.20	\$18.27	\$18.20	\$16.99	\$17.04
4	\$19.01	\$18.72	\$18.42	\$18.49	\$18.42	\$17.18	\$17.29
5	\$19.24	\$18.94	\$18.65	\$18.70	\$18.65	\$17.43	\$17.49
6	\$19.44	\$19.15	\$18.85	\$18.93	\$18.85	\$17.62	\$17.71
7	\$19.67	\$19.39	\$19.09	\$19.14	\$19.09	\$17.86	\$17.92
8	\$19.90	\$19.61	\$19.29	\$19.38	\$19.29	\$18.07	\$18.15
9	\$20.10	\$19.83	\$19.50	\$19.57	\$19.50	\$18.28	\$18.36
10	\$20.34	\$20.03	\$19.75	\$19.82	\$19.75	\$18.53	\$18.59
11	\$20.54	\$20.26	\$19.94	\$20.02	\$19.94	\$18.72	\$18.80
12	\$20.78	\$20.47	\$20.18	\$20.25	\$20.18	\$18.94	\$19.01
13	\$20.98	\$20.70	\$20.38	\$20.46	\$20.38	\$19.15	\$19.24
14	\$21.19	\$20.91	\$20.60	\$20.68	\$20.60	\$19.39	\$19.44
15	\$21.43	\$21.12	\$20.84	\$20.90	\$20.84	\$19.61	\$19.67
16	\$21.64	\$21.35	\$21.04	\$21.11	\$21.04	\$19.83	\$19.90
17	\$21.87	\$21.57	\$21.29	\$21.34	\$21.29	\$20.03	\$20.10
18	\$22.09	\$21.79	\$21.51	\$21.57	\$21.51	\$20.25	\$20.33
19	\$22.31	\$22.01	\$21.72	\$21.79	\$21.72	\$20.47	\$20.55

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump payment of compensation for all bargaining unit members actively employed through the last payroll in December will be paid the first pay of January as follows:

- 2010-11 \$175.00
- 2011-12 \$175.00

ACTIVELY EMPLOYED shall be defined as “an employee who is regularly receiving a paycheck through the end of December and will continue to receive a paycheck following the first pay in January.”

Reflects 2.5% increase

FOOD SERVICE SALARY SCHEDULE 7/01/10 - 6/30/11

STEP	MGR	ASST MGR DEPT HD	LEAD PERSON	FD SER WKER 1	FD SER WKER 2
0	\$15.49	\$14.27	\$13.96	\$13.84	\$11.54
1	\$15.71	\$14.48	\$14.21	\$14.04	\$11.77
2	\$15.91	\$14.69	\$14.39	\$14.27	\$11.98
3	\$16.14	\$14.91	\$14.63	\$14.48	\$12.19
4	\$16.33	\$15.13	\$14.82	\$14.69	\$12.40
5	\$16.57	\$15.35	\$15.06	\$14.91	\$12.61
6	\$16.76	\$15.57	\$15.25	\$15.13	\$12.84
7	\$17.00	\$15.77	\$15.49	\$15.35	\$13.03
8	\$17.20	\$15.97	\$15.71	\$15.57	\$13.26
9	\$17.41	\$16.20	\$15.91	\$15.76	\$13.48
10	\$17.62	\$16.39	\$16.14	\$15.97	\$13.70
11	\$17.85	\$16.65	\$16.33	\$16.20	\$13.91
12	\$18.05	\$16.82	\$16.57	\$16.39	\$14.13
13	\$18.28	\$17.07	\$16.76	\$16.65	\$14.33
14	\$18.49	\$17.26	\$17.00	\$16.82	\$14.56
15	\$18.70	\$17.49	\$17.20	\$17.07	\$14.76
16	\$18.92	\$17.70	\$17.41	\$17.26	\$15.00
17	\$19.14	\$17.92	\$17.62	\$17.49	\$15.19
18	\$19.34	\$18.12	\$17.85	\$17.69	\$15.43
19	\$19.56	\$18.35	\$18.04	\$17.91	\$15.62

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump payment of compensation for all bargaining unit members actively employed through the last payroll in December will be paid the first pay of January as follows:

2010-11 \$175.00

2011-12 \$175.00

ACTIVELY EMPLOYED shall be defined as “an employee who is regularly receiving a paycheck through the end of December and will continue to receive a paycheck following the first pay in January.”

Reflects 1.75% increase

FOOD SERVICE SALARY SCHEDULE 7/01/11 - 6/30/12

STEP	MGR	ASST MGR DEPT HD	LEAD PERSON	FD SER WKER 1	FD SER WKER 2
0	\$15.76	\$14.52	\$14.20	\$14.08	\$11.74
1	\$15.99	\$14.74	\$14.46	\$14.29	\$11.97
2	\$16.19	\$14.95	\$14.64	\$14.52	\$12.19
3	\$16.43	\$15.17	\$14.88	\$14.74	\$12.40
4	\$16.61	\$15.39	\$15.08	\$14.95	\$12.62
5	\$16.86	\$15.62	\$15.32	\$15.17	\$12.83
6	\$17.05	\$15.84	\$15.52	\$15.39	\$13.07
7	\$17.30	\$16.05	\$15.76	\$15.62	\$13.26
8	\$17.50	\$16.25	\$15.99	\$15.84	\$13.50
9	\$17.72	\$16.48	\$16.19	\$16.04	\$13.71
10	\$17.93	\$16.68	\$16.43	\$16.25	\$13.94
11	\$18.16	\$16.94	\$16.61	\$16.48	\$14.15
12	\$18.37	\$17.11	\$16.86	\$16.68	\$14.38
13	\$18.60	\$17.36	\$17.05	\$16.94	\$14.58
14	\$18.81	\$17.56	\$17.30	\$17.11	\$14.81
15	\$19.02	\$17.79	\$17.50	\$17.36	\$15.02
16	\$19.25	\$18.01	\$17.72	\$17.56	\$15.26
17	\$19.47	\$18.23	\$17.93	\$17.79	\$15.46
18	\$19.68	\$18.44	\$18.16	\$18.00	\$15.70
19	\$19.90	\$18.67	\$18.36	\$18.22	\$15.89

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Reflects 2.5% increase

**MAINTENANCE SALARY SCHEDULE
SALARY SCHEDULE 7/01/10 - 6/30/11**

STEP	MAIN 1	MAIN 2
0	\$17.84	\$16.66
1	\$18.04	\$16.84
2	\$18.27	\$17.08
3	\$18.48	\$17.28
4	\$18.69	\$17.50
5	\$18.91	\$17.71
6	\$19.11	\$17.94
7	\$19.33	\$18.13
8	\$19.56	\$18.36
9	\$19.75	\$18.56
10	\$19.99	\$18.79
11	\$20.18	\$19.01
12	\$20.42	\$19.21
13	\$20.62	\$19.44
14	\$20.83	\$19.63
15	\$21.06	\$19.89
16	\$21.27	\$20.08
17	\$21.49	\$20.27
18	\$21.71	\$20.49
19	\$21.92	\$20.72

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump payment of compensation for all bargaining unit members actively employed through the last payroll in December will be paid the first pay of January as follows:

2010-11 \$175.00

2011-12 \$175.00

ACTIVELY EMPLOYED shall be defined as "an employee who is regularly receiving a paycheck through the end of December and will continue to receive a paycheck following the first pay in January."

Reflects 1.75% increase

**MAINTENANCE SALARY SCHEDULE
SALARY SCHEDULE 7/01/11 - 6/30/12**

STEP	MAIN 1	MAIN 2
0	\$18.15	\$16.95
1	\$18.36	\$17.14
2	\$18.59	\$17.38
3	\$18.80	\$17.58
4	\$19.01	\$17.80
5	\$19.24	\$18.02
6	\$19.44	\$18.25
7	\$19.67	\$18.45
8	\$19.90	\$18.68
9	\$20.10	\$18.89
10	\$20.34	\$19.12
11	\$20.54	\$19.35
12	\$20.78	\$19.54
13	\$20.98	\$19.78
14	\$21.19	\$19.97
15	\$21.43	\$20.23
16	\$21.64	\$20.43
17	\$21.87	\$20.63
18	\$22.09	\$20.85
19	\$22.31	\$21.08

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump payment of compensation for all bargaining unit members actively employed through the last payroll in December will be paid the first pay of January as follows:

2010-11 \$175.00

2011-12 \$175.00

ACTIVELY EMPLOYED shall be defined as “an employee who is regularly receiving a paycheck through the end of December and will continue to receive a paycheck following the first pay in January.”

Reflects 2.5% increase

**HVAC SALARY SCHEDULE (Formerly AAS)
SALARY SCHEDULE 07/01/10 - 6/30/11**

	SERVICE TECHNICIAN (HVAC)
STEP	
0	\$23.13
1	\$23.41
2	\$23.69
3	\$23.96
4	\$24.26
5	\$24.51
6	\$24.79
7	\$25.10
8	\$25.36
9	\$25.64
10	\$25.92
11	\$26.20
12	\$26.49
13	\$26.75
14	\$27.03
15	\$27.28
16	\$27.50
17	\$27.75

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump payment of compensation for all bargaining unit members actively employed through the last payroll in December will be paid the first pay of January as follows:

2010-11 \$175.00

2011-12 \$175.00

ACTIVELY EMPLOYED shall be defined as “an employee who is regularly receiving a paycheck through the end of December and will continue to receive a paycheck following the first pay in January.”

Reflects 1.75% increase

**HVAC SALARY SCHEDULE (Formerly AAS)
SALARY SCHEDULE 07/01/11 - 6/30/12**

	SERVICE TECHNICIAN (HVAC)
STEP	
0	\$23.54
1	\$23.82
2	\$24.10
3	\$24.38
4	\$24.69
5	\$24.94
6	\$25.23
7	\$25.54
8	\$25.80
9	\$26.08
10	\$26.38
11	\$26.66
12	\$26.95
13	\$27.22
14	\$27.50
15	\$27.75
16	\$27.98
17	\$28.23

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

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