

AGREEMENT BETWEEN THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (OAPSE) AND ITS CHAPTER NO.271

AND THE

WINTON WOODS CITY SCHOOL DISTRICT BOARD OF EDUCATION

Hamilton County, Ohio

EFFECTIVE

July 01, 2024 THROUGH JUNE 30, 2026

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Vacation

PREAMBLE

This agreement is made and entered into by and between the Ohio Association of Public School Employees, American Federation of State, County and Municipal Employees, AFL-CIO (OAPSE) and its Chapter No. 271 (hereinafter jointly referred to as the "Association") and the Board of Education of the Winton Woods City School District (hereinafter referred to as the "Board").

ARTICLE 1 - RECOGNITION

1.01 For the term of this agreement, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all employees employed by the Board who are within the collective bargaining unit as defined in Section 1.02 below.

1.02 The term "employee" as used in this agreement shall mean all regular full-time and regular short-hour employees classified as custodians, teacher assistants, assistant to the Transportation Supervisor, all other assistants, technology support technicians, mechanics, maintenance and truck driver employees, all food service employees, school bus drivers, secretaries, office clerical employees, school crossing guards, inter-school delivery employees who are regularly assigned to a work schedule and who are employed by the Board and assigned to a non-public school, but shall exclude the Superintendent of Schools, Assistant Superintendents, Business Manager, Treasurer, Assistant Treasurer, Assistant to the Treasurer, Principals, Assistant Principals, Administrative Officers, Assistants, Interns, Director of Food Service, Supervisor of Buildings and Grounds, Transportation Supervisor, Supervising Custodians, Supervising Cooks, Secretary to the Superintendent, Secretaries to the Assistant Superintendents, Secretary to the Business Manager, Administration Secretaries, Student Resource Coordinator, Director of Instructional Support Services, Computer Programmers, and all others for who certification in supervision or administration is required as a condition of employment, and shall further exclude all temporary, casual and seasonal employees, student employees, substitute employees, all employees employed in nonpublic schools in the district (except those employed by the district) and all confidential employees, professional employees, management level employees and supervisors as defined in Section 4117.01 of the Ohio Revised Code.

ARTICLE 2 - MEMBERSHIP IN ASSOCIATION AND CHECKOFF OF MEMBERSHIP DUES. INITIATION FEES AND ASSESSMENTS

2.01 Employees shall have the right to join or not to join the Association and membership in the Association shall not be a condition of employment or continued employment.

2.02 Fair Share Fee

A. On the effective date of this agreement or sixty (60) days following the beginning of employment, whichever is later, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee when Association membership reaches seventy percent (70%) of the possible membership of the bargaining unit. If membership drops below seventy percent (70%), the Fair Share Agreement is null and void until seventy percent (70%) is reached again. Such fair share fees shall not exceed dues paid by members of the Association who are in the bargaining unit.

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

C. It shall be the responsibility of the Association to prescribe an internal rebate procedure of monies spent on political or ideological matters opposed by the fair share fee payer, which are not related to the purposes of enforcing or negotiating the agreement or processing grievances. The Association certifies to the Board that an internal rebate procedure shall be established in accordance with Section 4117.09 (c) of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall comply with all applicable State and Federal Laws and the Constitution of the United States and the State of Ohio. The Association warrants that its rebate procedures will satisfy case law, Federal, State and Local Statues, and meet constitutional requirements.

D. The Association agrees to indemnify and hold the Board harmless against any judgements, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section.

E. The Association President shall be granted one hour per month to meet with new employees to explain the benefits of membership and the goals and mission of the Association.

2.03 Association membership dues, initiation fees and assessments will be withheld by the Board from the paychecks of all Association members who have voluntarily given a written, signed authorization to the Board to deduct Association membership dues, initiation fees and assessments from their paychecks and to remit such deductions to the State Association, along with a list of employees for which deductions have been made. It will be the responsibility of the Association to annually furnish the Board's Treasurer in writing with the correct amount of membership dues, initiation fees and assessments to be withheld and the name of the Association's officer membership dues, initiation fees and assessments should be remitted to the Board, as well as all signed employee authorizations. Association dues, initiation fees and assessments will be deducted beginning with a paycheck issued in September of each year and continuing with a paycheck issued each month thereafter for ten (10) consecutive months. Dues deduction authorization shall be continuous, except an employee may revoke a written authorization for dues deduction, initiation fees and assessments ***consistent with the employee's dues authorization agreement and upon written notice to the Board's Treasurer.*** Employees ***or the Union*** may submit an authorization for deductions to the Board's Treasurer by the first day of any month and deductions will begin in the month following receipt of the authorization according to this Section.

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

2.05 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of, or are in any way related to, the deduction of Association membership dues, initiation fees or assessments pursuant to this article of the agreement.

2.06 The OAPSE Field Representative and/or chapter representatives shall be given the same access to school employees that the public is given and will be permitted to confer with employees provided such contact does not interfere with the employee's performance of his/her assigned duties.

2.07 The working time of each employee is to be devoted exclusively to productive work and the Association agrees that its officers, representatives, agents and

members will not solicit employees for Association membership or conduct any other Association business or activity during working time or otherwise interfere with any employee's work during working time, unless otherwise approved in advance by supervision.

2.08 The employer and the Association agree to jointly participate in the following committees: 1) Safety; 2) Calendar, 3) Insurance. The Association may designate at least two (2) members to each committee.

2.09 A Labor/Management meeting shall be convened once every quarter (1/4) at a time and place of mutual agreement. The requesting party shall at the time of request, list any and all topics to be discussed. Each party shall be limited to a maximum of four (4) participants unless mutually agreed otherwise.

2.10 The duplication of this AGREEMENT will be jointly shared by the employer and the Association.

2.11 The ADMINISTRATION shall provide the ASSOCIATION with a current seniority list ***upon request.***

2.12 The Association, upon the prior approval of the Superintendent, may post non-political notices of official Association business upon the designated areas of school buildings, Administration and Service Building bulletin boards. The Association may use the school mail service for the distribution of nonpolitical notices of official Association business which have been previously approved by the Superintendent or his/her designee for posting or distribution to employees. Such approval shall not be unreasonably withheld.

2.13 The Association President shall receive a copy of the Board Agenda in advance of each meeting.

ARTICLE 3 - RIGHTS OF THE BOARD

3.01 The Board is the legally constituted body responsible for the management, discretion and control of all of the public schools and employees in the Winton Woods City School District and for the determination of all resolutions, policies, practices, procedures, rules and regulations covering any and all aspects of the Winton Woods City School District and it is recognized that the Board must operate in accordance with all provisions of Federal and Ohio law and the rules and regulations promulgated by the Department of Education, State Board of education or other authorities in accordance with Federal or Ohio law.

3.02 The Association recognizes, without limitation, that all rights, powers, functions, responsibilities, and authority of the Board existing before the execution of this agreement, including those set forth in Section 3.01 above and in Section 4117.08 (C), (2), (3), (4), (5), (6), (7), (8), and (9) of the Ohio Revised Code, are retained by the Board and that those rights, powers, functions, responsibilities and authority, and the use of judgment and discretion therewith, shall belong solely and exclusively to the Board during the term of this agreement, except as may be expressly and specifically modified by the terms of this agreement.

ARTICLE 4 - DISCIPLINE

4.01 The Board may discipline, suspend, demote and discharge employees for just cause, as recognized in Section 4117.08 (C) (5) of the Ohio Revised Code. All disciplinary actions shall be subject to the grievance and arbitration procedure set forth in Article 21 of this agreement. Such discipline shall be progressive in nature except for extenuating circumstances that are severe in nature.

4.02 The Board may issue and require employees to observe and obey rules, regulations and policies and employees shall be subject to disciplinary actions for just cause for violation of the rules, regulations and policies, as recognized in Section 4117.08 (C) (1), (2), (3), (4), (5), (8) and (9) of the Ohio Revised Code. Rules, regulations and policies shall be available to each employee in the bargaining unit in electronic or written form.

4.03 Whenever an employee is disciplined or discharged, except for immediate suspensions pending an investigation, the employee may request that an Association representative be present, which shall not unreasonably delay the imposition of the discipline or discharge. The employee and the Association shall be notified of a disciplinary meeting/ hearing at least forty-eight (48) hours in advance.

4.04 The Association President shall be informed of any written action taken against any employee in the bargaining unit, unless that employee requests, in writing, that the Association not be notified.

ARTICLE 5 - EMPLOYEE EXAMINATIONS AND TESTING

5.01 The Board shall have the authority to devise and write all examinations or tests for the original or other appointment of employees to job positions covered by this agreement. The Board shall consult with the Association in regard to devising and writing such examinations or tests.

5.02 The Board will pay for the cost of testing for those assistants who wish to take the ParaPro exam (Title 1). The Board will pay the costs of certification renewal for all assistants,

The Board will pay the cost of any criminal background check for all employees; however, the initial background check shall be the responsibility of a "new" employee.

ARTICLE 6 - LAYOFF AND RECALL

6.01 If it becomes necessary to lay off employees or reduce the number of employees in a job classification due to lack of work, lack of funds or abolishment of positions, the procedure set forth in this article shall govern the layoffs and reductions. The Board shall determine in which job classifications the layoff or reduction in force shall occur and the number of employees to be laid off or reduced.

6.02 The number of employees affected by the layoff or reduction will be kept to a minimum by not hiring replacement employees, insofar as practical, for employees who resign, retire or otherwise vacate a position within a job classification covered by the agreement.

6.03 Whenever it becomes necessary to lay off employees or reduce the number of employees in a job classification, affected employees shall be laid off or reduced according to seniority using the procedures as follows:

A. The employee with the least job title seniority will be laid off and then a laid off employee can displace ***a less*** senior employee; first, in the group affected, utilizing level seniority and second, in the series affected, utilizing series seniority.

B. Any employee unable to exercise the displacement rights set forth above may utilize district-wide seniority and displace the employee with the least district-wide seniority in any lower paying, formerly held classification, provided the employee is qualified to perform the duties of the classification formerly held and has more district-wide seniority than the least senior employee.

C. A laid off employee may not displace an employee in a higher rated position within his/her classification series and, in exercising displacement rights, the affected employee must be qualified to perform the duties of the position to which he/she is moving.

6.04 The definitions of the different types of seniority are as follows:

A. Job title seniority is the total length of continuous service an employee has had in a specific job title in the district.

B. Level seniority is the total length of continuous service an employee has had in the level groupings as listed in the 1 through 9 series in 6.05.

C. Series seniority is the total length of continuous service an employee has had in all of the job titles in any one (1) of the 9 series in 6.05

D. District-wide seniority is the total length of continuous service an employee has in the district.

In the case two (2) or more employees have identical seniority dates, the most senior will be determined by 1) the date of Board approval, 2) the earliest date of original application for employment with the Board and 3) the earliest date of birth.

6.05 The series and level classifications listed below have the levels ranked in descending order.

Series 1 - Classroom Assistants

Level B - Special Education Assistants

Level A - Regular Classroom Assistants,
ASA Assistant

Series 2 - Clerical

Level E - Secretary Classification III

Level D - Secretary Classification II
Secretary to High School Principal, Food Service Director Director of Student Services, Secretary to the Director of Teaching and Learning, Secretary to the Director of Technology.

Level C – Classification II
Secretary to: Elementary School Principal, Middle School Principal: Secretary for: District Registrar, High School Guidance, and Middle School Guidance/Assistant Principal, IMC Assistants

Level B – Secretary Classification I
Secretary for: High School, Middle School, Central Office,

Food Service, Music/Athletics and High School data
Specialist, transportation Office Assistant

Level A - Office Assistants, Receptionists

Series 3 - Custodian

Series 4 - School Bus Driver

Series 5 - Food Service Worker

Series 6 - Food Service Truck Driver

Series 7 - Maintenance

Level B - Maintenance Craftsman

Level A - Maintenance Helper/Truck Driver

Series 8 – Mechanic

Level B - Fleet Mechanic II

Level A - Fleet Mechanic I

Series 9 - Crossing Guard, Inter-school Delivery

Series 10 - Assistant to the Transportation Supervisor Series

Series 11 - Technology Support Technician Series

Series 12 - Security Monitor

6.06 All employees reduced to a lower paid job classification will be paid at the pay step of the lower job classification comparable in length of service to the pay step they would have received in the higher paid job classification.

6.07 Twenty (20) working days prior to the effective date of the layoff or reduction within a job classification, the Board shall prepare a list of names and job classification seniority dates of all employees within each job classification and indicate which employees are to be laid off or reduced and such lists shall be given to the Local Chapter President of the Association. The Board will tender to each employee to be laid off or reduced an individual written notice of the layoff or reduction, by certified mail or hand delivery to the employee's last known

address, within twenty (20) working days prior to the effective date of the layoff or reduction. Each employee notice shall state the reason for the layoff or reduction and the effective date of the layoff or reduction. The Board shall not hire CETA, welfare/workfare, or other persons on a full-time basis to perform the work of Association members on layoff, except for student/youth programs.

6.08 An employee who is laid off or reduced and who has the opportunity to exercise seniority displacement rights using any of the different types of seniority as specified in section 6.03 above, and who does not choose to exercise such rights to displace another employee shall have recall rights only to the specific job title from which the employee was laid off.

6.09 A laid off employee will be placed on a recall list for twenty-four (24) months from the effective date of the layoff. All recalls of laid off employees shall be made in reverse order of layoff before any new employees are hired in that job classification. Employees with the most seniority will be called back first, and recalls will continue in order of seniority. The decision to recall any employee to any job shall be a decision for the Board.

6.10 An employee's job classification seniority and overall seniority with the Board shall be broken, and employment and seniority status lost, for any one (I) of the following reasons: (I) voluntary resignation; (2) termination or discharge for just cause; (3) retirement; (4) engaging in employment without Board permission while on a leave of absence which shall be considered as a voluntary resignation; (5) layoff from active employment for longer than twenty-four (24) consecutive months from the effective date of layoff; (6) after layoff from active employment, failure to report for work within ten (10) calendar days following the hand delivery or certified mailing of recall notice by the Board to an employee's last known address; (7) obtaining a leave of absence under false representation; (8) unexcused absence from work for a period of four (4) consecutive work days, in which case the employee will be considered as having voluntarily resigned; (9) failure to report as scheduled following a vacation or authorized leave of absence without an excuse satisfactory to the Board, in which case the employee shall be considered as having voluntarily resigned.

6.11 Any employee who transferred to a position outside the bargaining unit shall retain all of their overall seniority rights within the bargaining unit classification held immediately prior to their transfer for a period of five (5) years. Said employee will retain seniority earned in the previously held unit job classification but will not continue to accumulate additional seniority as of the effective date of the transfer.

ARTICLE 7 - WORK STOPPAGES

7.01 The Association agrees that during the term of this agreement, neither it nor its officers, agents or representatives will authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Winton Woods City School District or interrupt or interfere with any of the operations of the Winton Woods City School District.

7.02 No employee, during the term of this agreement, shall authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which my interrupt or interfere with the education of any student in the Winton Woods City School District or interrupt or interfere with any of the operations of the Winton Woods City School District.

7.03 In the event of any violation of Section 7.01 or 7.02 above, the Association agrees it will immediately take all affirmative steps with the employees involved to correct the violation and to bring about an immediate resumption of the educational process and/or operations of the Winton Woods City School District.

7.04 A violation of this article by any employee shall constitute just cause for the immediate suspension and/or discharge of the employees by the Board.

7.05 At no time during the term of this agreement will the Board lock out employees covered by this agreement. Any closing of schools necessitated by economic conditions or such other conditions mandated or directed by the Board shall not be deemed a lockout under this section.

ARTICLE 8 - SUBCONTRACTING

8.01 It is not the intent of the Board to subcontract work presently performed by bargaining unit employees, but should the Board decide that it must subcontract such work for financial reasons, the following procedures shall be followed.

A. The Administration shall notify the Association of the intent to recommend to the Board that bargaining unit work be subcontracted at least sixty (60) calendar days prior to any final decision by the Board on the recommendation.

B. The Association may provide the Administration with alternatives to subcontracting or bargain the effects of subcontracting.

C. The Board shall notify the Association of any decision to subcontract if the subcontracting will cause a reduction in the straight time work hours of any bargaining unit employee.

D. The decision to subcontract will not be implemented for a period of forty-five (45) calendar days after the Board Action.

E. During this period of time, the Association shall have the right to present its position concerning the subcontracted work to the Board's representatives.

F. The Association's position as presented will be shared with the Board prior to the expiration of the forty-five (45) calendar day period.

8.02 The term "subcontract" refers to the Board's contracting with any outside organization or individual for work normally performed by bargaining unit employees, such as custodial, maintenance, food service or other operations.

ARTICLE 9 - SICK LEAVE DAYS

9.01 Sick leave of one and one-fourth (1 1/4) days per month of employment with the board, effective on the last day of each month, shall accumulate, up to fifteen (15) days a year from July 1 through June 30, for all employees in accordance with Appendix "C" of this agreement. All unused days of accumulated sick leave shall be added at the end of each June 30 year to an employee's sick leave reserve. Sick leave shall accumulate and be added to each employee's sick leave reserve without any limit for employees hired prior to July 1, 2018. Sick leave shall accumulate and be added to each employee's sick leave reserve up to three hundred (300) days for all other employees.

9.02 The Board's Treasurer is authorized to advance five (5) days of sick leave each July 1 through June 30 year to those employees who have exhausted their accumulated sick leave, but the number of days advanced cannot be greater than the number the employee will accumulate by the end of the current July 1 through June 30 year.

9.03 Accumulated sick leave with pay shall be used, in accordance with Appendix "C" of this agreement, after an employee submits an application for sick leave days which is attached hereto and made a part hereof as Appendix "C":

A. For absence of the employee due to personal illness, pregnancy, injury or exposure to contagious diseases which could be communicated to other employees or school children;

B. For purposes of illness or injury, the immediate family is interpreted to include father, mother, spouse, child, parent-in-law, daughter-in-law, son-in-law, person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing, or member of the immediate household.

9.04 Fractional sick leave days must be used when the necessary absence as defined above does not require a full day's absence. Standard leave will be granted in a minimum of one-quarter (1/4) day increments.

9.05 After four (4)consecutive days of absence, the Board may require the employee to submit a statement signed by a licensed physician. Falsification of any such statement or record shall be grounds for disciplinary action.

9.06 An employee's failure to follow the procedure of this article, an employee's use of sick leave days for reasons other than those specified in Section 9.03 above, or abuse (i.e.
patterns of excessive use) of sick leave shall constitute just cause for disciplinary action.

9.07 An employee may elect, at the time of retirement, to be paid in cash for one-fourth (1/4) of the value of his/her accumulated, but unused, sick leave reserve, not to exceed a total of fifty (50) days at the employee's regular daily rate of pay.

If the employee has capped at fifty (50) days when calculating severance pay, the employee shall receive additional severance based on the following criteria:

If the employee has a minimum of fifteen years of service with the Winton Woods City School District, the employee shall receive one-fourth (1/4) of the value of his/her accumulated, but unused, sick leave reserve excess of two hundred (200) days, not to exceed a total of twenty (20) days at the employee's regular rate of pay. The regular daily rate of pay shall be calculated by dividing the employee's base salary during the employee's last individual employment contract year with the board by the number of workdays the employee was required to work under the employee's last individual employment contract with the board.

Payment for sick leave on this basis shall eliminate all unused sick leave reserve accrued by the employee up to the time of payment. Such payment shall be made only once to any employee, and the payment shall be made at the time

of retirement. Verification of the effective date of retirement from the appropriate retirement system must precede any payment to the employee.

9.08 An employee who has ten (10) or more years of service credit under Public Employee Retirement System, School Employees Retirement System or State Teachers Retirement System, and who dies, will have paid to his/her estate one-fourth (1/4) of the value of his/ her accrued, but unused sick leave reserve, not to exceed a total of fifty (50) days at the employee's regular daily rate of pay as defined in Section 9.5 above.

9.09 Absence from work due to illness on holidays, non-work days and days when schools are closed by order of the superintendent shall not be charged against that employee's sick leave.

9.10 Upon presentation of proper Treasurer's certification from a public agency in Ohio, a new employee shall receive credit for accumulated sick leave in accordance with the provisions of Ohio Revised Code Section 124.55.

ARTICLE 10 - ASSOCIATION LEAVE

10.01 The Board shall grant the equivalent of nine (9) days (in one-day increments) of leave of absence, with pay, to members of the Association to attend Association conferences and/or workshops/seminars. The Association shall request approval from the Human Resources two (2) weeks in advance, listing names and dates of attendance.

10.02 A fourth employee delegate shall be granted a leave of absence, with pay, for three (3) days to attend the Association's annual delegate conference if the fourth employee is an elected official of the Association's parent State organization or Southwest District organization.

10.03 If the Board and the Association agree to meet for contract negotiations during the regularly scheduled working time of an employee who is on the Association's bargaining team, the Board will pay the employee his/her regular rate of pay for such working time spent in contract negotiations with the Board's bargaining team, provided that no more than five (5) employees will be so paid at any time.

ARTICLE 11 - PERSONAL BUSINESS LEAVE DAYS

11.01 All employees shall earn a minimum of three (3) personal business leave days for each July 1 through June 30, year of employment with the Board, based on the

employee's regular hourly day that year, personal business leave days remaining unused at the end of the school year will be added to the employees sick leave balance and reflected per the first paycheck in July. These days shall be granted as paid days of absence for the observance of religious holidays that require total absence from work or for personal business. Quarter fractional days [or 1/3 fractional day, as clarified in 9.04.] may be used when the necessary business does not require a full day's absence.

11.02 Personal leave may not be used on the day immediately prior to or following a holiday or the first or last day of school, exception being granted by immediate supervisor. An administrator/supervisor may limit personal leave to a maximum of 5% of total absences or two people per day, whichever is greater, within a department [i.e. custodial, Assistants, office personnel, food service, transportation or maintenance].

11.03 An application for personal business leave shall be made to the employee's immediate supervisor at least three (3) days in advance of the leave day on the form attached hereto and made a part hereof as Appendix "B". The requirement of advance notice may be waived by the immediate supervisor because of emergency conditions that prevent the giving of advance notice.

11.04 Under extreme extenuating circumstances approved by the Superintendent or Superintendent's designee, personal business leave with pay may be approved beyond the limitations set forth in Section 11.01 and 11.02 above. If possible, a letter from the employee outlining the extreme extenuating circumstances must be presented to the Superintendent or Superintendent's designee for advance written approval.

11.05 Personal Business Leave may be used when an employee is sick only when the employee's sick leave has been exhausted. Two (2) or less (or fraction thereof) unused Personal Business Leave days will be rolled over into the employee's Sick Leave accumulation.

11.06 An employee's failure to follow the procedures of this article and an employee's use of personal business leave for reasons other than those specified in Sections 11.02 and 11.04 above, shall constitute just cause for disciplinary action.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The regular workweek for all employees for the purposes of computing overtime pay shall be forty (40) hours per week. Use of time clocks for accurate record keeping is required. Employees who demonstrate a pattern of failing to

clock in at the start of their shift and/or out at the conclusion of their shift without supervisor approval may be subject to discipline. Employees who work more than forty (40) hours per workweek shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any one (1) workweek. The normal workweek shall be Monday through Friday. All hours worked by an employee beyond his or her regularly scheduled workday must have the prior approval of a member of supervision. A pattern of unauthorized overtime shall be grounds for discipline. The Board shall provide paid time to complete required on-line training.

12.02 Hours for which an employee is paid, but which he or she does not work because of approved sick leave, shall not be computed as hours of work for the purpose of determining the number of hours worked during a workweek for overtime pay purposes under this article. Hours for which an employee is paid but which he or she does not work, because of approved Association leave, vacation, personal leave, calamity days or a holiday recognized as a paid holiday under this agreement, shall be computed as hours of work for the purpose of determining the number of hours worked during a workweek for overtime pay purposes under the article, but only if the day or days missed from work fall within the regularly scheduled workweek of the employee. There shall be no pyramiding of overtime.

12.03 Overtime/extra time will be offered on a rotational basis within the building/department by seniority and then within the district by seniority on a rotational basis. Exceptions to this provision include overtime/extratime to assist students with special needs for whom a specific person or skill set is required.

12.04 Any employee who is called in to work and who makes a separate trip both to and from work for a period other than the employee's regularly scheduled workday shall receive a minimum of two and one-half (2 1/2) hours pay at time and a half. Any weekend or holiday field trip for bus drivers shall be for a minimum of two and one-half (2 1/2) hours at the rate of time and a half.

12.05 In the event it is necessary for the Board to permanently reduce the number of regularly scheduled straight-time hours per workweek of those employees in a job classification, due to lack of work, lack of fund, or abolishment of positions, the employees within the job classification shall be reduced according to the amount of seniority they have within the job classification, as defined in Section 6.03 of this agreement, so that no senior employee within the job classification will be permanently required by the Board to work fewer regularly scheduled straight-time hours per workweek than any junior employee within the same job classification after the permanent reduction. This Section 12.04 shall not apply to the school bus driver and vehicle mechanic classification or to any employees in any job classification who volunteer to work fewer hours than provided for in this Section.

12.06 While school is in session, in the event it is necessary for the Board to permanently reduce the number of regularly scheduled straight-time hours per workweek of those employees in the school bus driver and vehicle mechanic classification, due to lack of work, lack of fund, or abolishment of position, the employees within the job classification will not be reduced to less than two and one-half (2 1/2) hours of work per day, unless employees within the job classification volunteer to work fewer hours. Reduction in hours will be implemented using the seniority list, with the least senior employee in a classification receiving the reduction in hours.

12.07 In-service days will normally be scheduled in writing twenty (20) working days in advance. Employees who demonstrate a pattern of absence on in-service days may be subject to discipline.

12.08 Employees shall be entitled to the following breaks:

A. Eight (8) hour employees get a thirty (30) minute unpaid, uninterrupted lunch break and two (2) fifteen (15) minute paid breaks.

B. Six (6) hour to 7.9 hour employees get a thirty (30) minute unpaid, uninterrupted lunch break and one (1) fifteen (15) minute paid break. However, Instructional Assistants and Special Education Assistants could have a thirty (30) minute paid lunch (with students) and two (2) fifteen minute paid breaks which would be using the appropriate form decided and agreed upon by the employee and the employer. C. Four (4) to 5.9 hour employees get one (1) fifteen minute paid break.

D. Less than four (4) hour employees do not get a scheduled break.

12:09 Convocation Release

All bargaining unit employees shall be released with pay, up to one (1) hour, to attend the OAPSE informational part of Convocation Day.

12.10 Twelve month employees shall work four (4) ten (10) hour days for a six (6) consecutive week period during June and July.

12.11 There shall be a minimum of two (2) mandatory in-service days, paid, per year for transportation. One (1) day must be at or before the start of the school. Copies of rules, policies, or regulations shall be received with the department and copies provided to each employee.

ARTICLE 13 - HOLIDAYS

13.01 Employees who work less than eleven (11) months each year, from July I through June 30, shall receive (9) paid holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Employees who work eleven (11) or more months each year from July 1 through June 30 shall receive the nine (9) paid holidays specified above and four 4 additional paid holidays:

Juneteenth
Independence Day
Christmas Eve Day
New Year's Eve Day

13.02 Holiday pay shall be at the regular pay scale rate and consist of the number of regularly scheduled hours the employee would have worked on the holiday if the work had been scheduled. In the event an employee is requested to work on a holiday, the employee will receive his/her holiday pay plus one and one-half (1 1/2) times regular pay for all hours worked, with a minimum of two and one-half (2 1/2) hours.

13.03 Holidays, as defined in this article, which fall on Sunday, shall be celebrated on the following Monday, and those falling on Saturday, shall be celebrated on the preceding Friday, except that when Christmas Eve Day, Christmas Day, New Year's Eve Day or New Year's Day fall on either a Saturday or Sunday, those four (4) holidays may be celebrated either on the weekdays before or after the holidays as designated on the school calendar adopted by the Board. Memorial Day shall be observed during either the week of or before or after Memorial Day on the day designated on the school calendar adopted by the Board.

13.04 In order to be eligible for holiday pay, an employee must be on the active payroll and must work the entire scheduled work day immediately preceding and immediately following the holiday or day celebrated as the holiday, except if

excused by the Superintendent or his or her designee as a day of approved sick leave, vacation, personal business leave day, or Association leave day.

13.05 A holiday falling during an employee's approved vacation shall not be charged against vacation day accumulation.

13.06 All regular short-hour/full-time employees who fill in for another bargaining unit member for four (4) weeks or more shall receive holiday pay and accumulate sick leave.

13.07 When a driver replaces another driver for a period of at least ten (10) consecutive working days immediately prior to a holiday, the replacement driver will receive holiday pay for any additional hours above their customary daily hours.

ARTICLE 14 - JOB DESCRIPTIONS

14.01 The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this agreement. Nothing in a job description shall be deemed to limit in any way the Board's right to establish new positions, to eliminate an old position or to utilize an employee's available time by transferring such employee to available work from time to time. The Association shall furnish a copy of each job description for each job classification employees are employed in under this agreement.

14.02 A joint committee shall be convened annually with both the Association and school administration to review job descriptions for each classification covered under this agreement. Recommendations of the joint committee, after review of the job descriptions, shall be forwarded to Human Resources. He/she shall make such changes as he/she deems proper and then issue the job descriptions.

14.03 When job descriptions are issued by Human Resources, the Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

14.04 As new job descriptions are developed or changes are made in existing job descriptions, they shall be submitted to the joint committee for review and recommendation to Human Resources.

14.05 The Association President may request Human Resources to review the implementation of a job description.

ARTICLE 15 - PERSONNEL FILES

15.01 The personnel file of each employee shall be maintained at the Board's central administration office.

15.02 Employees shall be provided with copies of any written material before it is placed in the employee's personnel file, except for ratings, reports or other records which were obtained prior to the employment of the employee. An employee shall be given an opportunity to discuss and prepare a written response to material in his or her personnel file and any written response must be attached to the material. An employee will be given the opportunity to sign for receipt of any material to be placed in his/her file. In the event the employee declines to sign the material, the supervisor will note the refusal to sign on the material itself. An employee's signature shall not constitute agreement or disagreement with the material.

15.03 An employee and/or his/her OAPSE representative shall have the right to examine in the presence of a supervisor, and/or obtain copies of, any material within the employee's personnel file, with the exception of ratings, reports or other records which were obtained prior to the employment of the employee. The employee shall make an appointment with Human Resources in advance to review the file.

15.04 All personnel files shall be kept in a manner consistent with State open records law. A copy of any document obtained from an employee personnel file by the Board or its designee and relied upon by the Board or its designee at a grievance-or arbitration hearing shall be supplied to the Association at the hearing. Information in a personnel file may be released pursuant to a court order, or subpoena or public records request. The affected employee will be notified of the release of the information per the court order, the subpoena, or public records request.

15.05 Any person who places written materials in an employee's personnel file shall sign the material. Any written materials placed in a personnel file shall indicate the date of such placement.

15.06 A written reprimand and/or letter of a disciplinary nature will not be used in determining disciplinary action, provided that eighteen (18) months have elapsed after the effective date of the reprimand and/or letter and providing there has not been any additional disciplinary action taken during the same eighteen (18) month period, except when such evidence demonstrates a pattern or practice of conduct.

ARTICLE 16 - JOB CLASSIFICATION TRANSFERS

16.01 Any employee may be temporarily transferred from his/her job classification for a period not to exceed ninety (90) days of work, and if the transferred employee and the Board agree, the temporary transfer may extend to one hundred twenty (120) days of work, provided no employee shall be temporarily transferred more than once during any six (6) month period. Employees shall be notified of temporary transfers in writing except where written notice is not practicable. Employees who are temporarily transferred shall receive no reduction in pay if they are transferred to a lower paying job classification. Employees who are temporarily transferred to a higher paying job classification for ten (10) or more consecutive working days shall receive the step wage rate of the higher paid classification which equals their length of service with the Board, for all hours worked in the higher paid classification.

16.02 Employees within a specific job classification (Secretary, Assistant, Food Service, Custodian, Bus Driver, etc.) will be given first consideration for a temporary job opening within their classification. Seniority will be one of the many (a significant) factor/s taken into account when awarding the temporary job. Other employees of the district will be considered for a job opening before outside applicants are considered.

16.03 The Board has the right to reassign employees within their present classifications throughout the system. Any employee involuntarily reassigned will be given one-week notice of the reassignment. The employee may request in writing a meeting, to be held within five (5) working days of notice, with the Business Manager to discuss the reassignment. The employee may have an OAPSE representative present at the meeting.

16.04 An employee who is transferred to another job classification due to a layoff, reduction in force, displacement, demotion or promotion shall receive the step wage rate of pay of that job classification equal to the employee's length of service with the Board.

ARTICLE 17 - NO DISCRIMINATION

17.01 The Board and the Association shall comply with all applicable laws governing discrimination because of race, religion, gender, sexual orientation**,** age, handicap, disability, national origin Union involvement. The Board will give notice to the Association of any actions taken to make reasonable accommodations for an employee in order to comply with ADA laws.

ARTICLE 18 - PROBATIONARY PERIOD

18.01 All new employees shall serve a probationary period of one hundred 100 actual days of work before receiving a seniority status. No hiring is final until the employee has satisfactorily completed his/her probationary period. The Board may terminate a probationary employee at any time during the employee's probationary period for any reason in the sole and exclusive discretion of the Board, and if any such employee is terminated, neither the employee nor the Association shall have the right to challenge the termination under the grievance and arbitration procedure of this agreement, or any other provision of this agreement. If any employee is retained beyond his/her probationary period, the employee's overall seniority shall date back to his/her most recent date of hire, except as otherwise specified in Section 6.11 of this agreement.

ARTICLE 19 - SAVINGS CLAUSE

19.01 If, during the life of this agreement, there exists an applicable law or any applicable rule, regulation or order issued by any governmental authority other than the Board, which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect thereafter so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any other remaining portions of this agreement which shall continue in full force and effect.

19.02 In the event of suspension or invalidation of any provision of this agreement, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 2O- GRIEVANCE AND ARBITRATION PROCEDURE

20.01 A grievance is defined as a dispute an employee, or a group of employees may have with the Board relating to the interpretation, application or alleged violation of the express terms of this agreement. A grievance from a group of employees must have arisen out of identical factual circumstances affecting each member of said group to constitute a group grievance.

20.02 Employees and groups of employees have the right to present grievances and have them adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this agreement, and as long as the Association has the opportunity to be present at the adjustment, as provided in Section 4117.03 (A) (5) of the Ohio Revised Code. An employee who has a grievance shall have the right to have another employee of the Board, of his or her

choosing, present at the grievance hearing at any step of the grievance procedure. The chosen employee may or may not be a representative of the Association. An employee or group of employees shall also have the right to have the Association's field representative present at any hearings held in the second and third steps of 03.

20.03 An earnest effort shall be made to adjust grievances promptly in the following manner:

FIRST STEP: Should an employee or group of employees claim a grievance, the grievance shall be filed within thirty (30) calendar days after the event has occurred giving rise to the grievance. The grievance must be submitted in writing on a form as set forth in Appendix "A", (see new Form) signed and dated, and presented to the supervisor or administrator, or their respective designee, directly involved who has authority in the matter. The grievance shall state: (1) the alleged cause of the grievance, including date, time and place; (2) provisions of this agreement about which there is a dispute relating to its interpretation, application or alleged violation; and (3) the remedy requested. The supervisor or administrator directly involved shall hold a hearing with the grievant or a representative of a group of grievants to investigate and discuss the grievance within five (5) working days after the grievance is presented to the supervisor or administrator.

The supervisor or administrator shall give a written answer to the grievance within five (5) working days after the *hearing*.

SECOND STEP: If the grievance is not settled in the first step above, the written grievance may be presented by the grievant or representative of a group of grievants to the Superintendent, or his/her designee, within five (5) working days after receipt of the first step answer. Within five (5) working days after receipt of the written grievance, the Superintendent, or his/her designee, shall hold a hearing with the grievant or representative of a group of grievants, to investigate and discuss the grievance. Within five (5) working days after the close of the hearing, the Superintendent, or his/her designee, shall give the grievant or the representative of a group of grievants, a written answer to the grievance.

THIRD STEP: If the grievance is not settled in the third step above, the Association may submit the grievance to final and binding arbitration by serving a written notice of intent to arbitrate on the Superintendent within fifteen (15) working days from the date of the third step answer. All grievances noticed for arbitration shall, unless otherwise settled, be heard and decided by an arbitrator.

20.04 After receipt of such notice of intent to arbitrate, a representative of the Board and a representative of the Association may select an arbitrator to hear and

decide the grievance. If they are unable to agree upon the selection of an arbitrator, either representative shall request the Federal Mediation and Conciliation Service, Washington, D.C., to submit a list or lists of arbitrators from which one (1) will be-mutually selected by the representatives. Only grievances which involve the interpretation, application or alleged violation of an express provision of this agreement may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this agreement or any other written agreements between the parties, nor shall he/she have any authority to hear or determine any dispute involving the exercise of a Board function which is within the authority of the Board as set forth in Article 3 of this agreement. The arbitrator shall have no authority in disciplinary cases to modify the disciplinary penalty imposed unless the penalty is arbitrary or-discriminatory. All decisions and awards made by an arbitrator, if within his/her authority as defined in this agreement, shall be final and binding on the Association, the Board and the employees covered by this agreement.

20.05 The settlement of any grievance at steps 1, 2, and 3 of the grievance procedure and the decision and award of any arbitrator deciding any grievance at Step 4 of the grievance arbitration procedure shall not constitute an admission by either party that any provision of this agreement has been violated and shall not constitute a precedent or be cited or relied upon by either party to this agreement in any other grievance and/or arbitration cases.

20.06 Any grievance which has not been presented in the grievance procedure within the time limits for presentation of grievances, and any grievance which is not appealed-to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to further discussion or appeal. If the employer fails to answer a grievance within the specified time limits, the grievance will be advanced to the next step.

20.07 Pursuant to Section 4117.10 (A) of the Ohio Revised Code, it is hereby agreed that since this agreement provides for final and binding arbitration of grievances, the Board, Association and employees are subject solely and exclusively to the grievance and arbitration procedure of this agreement and the State Personnel Board of Review shall have no jurisdiction to receive, hear and/or determine any appeals or other actions relating to matters that could have been the subject of a grievance under this agreement.

20.08 Each party shall pay the cost and expenses incurred by it in connection with the arbitration, except that the cost and expenses of the arbitrator and the cost of a hearing room shall be borne seventy five percent (75%) by the party losing the

arbitration case and twenty-five percent (25%) by the party winning the arbitration case. Either party may have a court reporter present at any arbitration hearing. The parties shall share the cost of the court reporter if they mutually agree to have a court reporter present. If the parties do not so agree, the party desiring the court reporter shall pay the full cost; provided, however, that if the other party wishes to purchase a copy of the record or review the record of the court reporter, the party shall then be obligated to pay one-half (1/2) of the cost of the court reporter. Either party may request the presence of an employee(s) during the course of an arbitration, although the compensation for that employee (s) shall be limited to five (5) hours total, paid by the employer.

20.09 All steps and time limits specified in this article are mandatory and the steps may be waived, and the time limits extended or reduced only by written mutual agreement of the Association and the Board's Superintendent, or his/her designee.

20.10 No grievances may be written, presented, investigated, processed or discussed during working time, unless otherwise mutually agreed to by the grievant, group of grievants or the Association on behalf of the grievant or group of grievants and the Board's Superintendent, or his/her designee.

20.11 An arbitrator may not hear and determine more than one (1) grievance unless the presentation of more than one (1) grievance to him/her is mutually agreed to by the Board's Superintendent and the Association.

20.12 Benefits for any period prior to the date on which a written grievance was filed. A claim for back pay by an employee who has been discharged or suspended for disciplinary reasons or laid off or otherwise terminated and who is later reinstated with back pay shall be limited to the amount of straight time pay which the employee would otherwise have earned from his/her employment with the Board, less any earnings, income, compensation or benefits received by the employee, which he/she is not required to return, for the period covered by the claim.

ARTICLE 21- SHIFT CHANGE

21.01 Employees will be given two (2) weeks advance notice of any shift change, if possible. A change in an employee's starting time or ending time is not a shift change if the new starting or ending time is within two (2) hours before or after the original starting time. Shift changes can occur at any time by mutual agreement of the employees and the Board.

ARTICLE – 22 JOB BIDDING PROCEDURE

22.01 When a permanent position becomes open within the bargaining unit as defined in Section 1.02 of this agreement, whether newly created or an existing position that is vacated, such position shall be posted for bid in each building/department on employee bulletin boards within ten (10) working days for a period of five (5) working days. Employees shall have the right to apply for the posted position within the five (5) working day period. Bids must be made in writing to the Human Resources before the expiration of the posting period. Employees may enter bids for jobs in classifications that have a higher, lower or the same rate of pay as the classification they are in at the time of their bid. Job postings shall contain the following: location, department, classification, scheduled hours of work, months of employment, date of posting and posting deadline. A contact person and phone number will be listed for additional information. At the time of posting, a copy of each job posting shall be sent to the President of the Association.

22.02 All employees who bid for a job may be required to take a competitive written and/or oral examination to determine their qualifications to fill the job. The Board shall have the right to devise, administer and grade all written and oral examinations and to determine how much weight will be given to both the oral and written examinations in determining the final score on all examinations. The Board shall also determine what score an employee must attain on all examinations in order to receive a minimum passing score. All job bidders must achieve at least the minimum passing score, as established by the Board, on all examinations, in order to be further considered for a bid job. A job bidder must present evidence of skills needed to perform the job. In awarding the job to a bidder, seniority is one of the many (a significant) factor/s which will be taken into consideration.

22.03 Before the position is filled, the Board or its designee may fill the position temporarily for a period no longer than forty-five (45) days of work with an employee of its own selection.

22.04 For the purposes of this article, it is expressly understood that a position shall be posted for bid only when the Board or its designee desires to fill the position on a permanent basis.

22.05 Current employees awarded bid jobs under this article shall have a qualifying probationary period on their new job classification of not less than sixty (60) actual days of work. New employees to the district shall have a qualifying probationary period of ninety (90) actual days of work. During such qualifying

probationary period, an employee shall receive the wage rate of the bid job classification.

The Board or its designee shall have the right to disqualify an employee at any time during his or her qualifying probationary period, should such employee, in the reasonable opinion of the Board or its designee, be unqualified for the new job classification. If an employee is disqualified, he or she shall be reinstated to his or her former job classification without loss of seniority rights. At the end of the qualifying probationary period, should such employee, in the reasonable opinion of the Board or its designee, be qualified for the new job classification, then such employee shall receive the new job classification.

22.06 This article is not intended in any way to limit the Board's right to hire new employees for specific jobs, if the Board cannot fill permanent jobs from within, after exhausting the procedure set forth in this article, at the time when needed, by employees who are immediately qualified to perform the work required.

22.07 Employees in the bargaining unit shall have the right to express an interest in another bargaining unit position by filing a professional interest form (see Appendix "F") with Human Resources. During the summer, if a vacancy should arise in the bargaining unit, an attempt will be made to contact each employee who has filed an interest survey for such a vacancy. Attempts shall be in the form of a letter and/or a telephone call. In such an event, no vacancy will be filled until seven (7) working days after such a notice attempt.

22.08 All new hires with experience within their classification will be capped at step 12. In the event the Superintendent determines that hard to fill positions exist and it is necessary to increase the salary offer, the Board may give additional credit based on experience on the salary schedule to Fleet Mechanic and maintenance Craftsman.

22.09 All summer work will be posted district wide in each Board owned building by April 1 of each year. Existing Winton Woods Support Staff employees will be considered for this work before applicants from outside the District.

ARTICLE 23- UNPAID LEAVES OF ABSENCE

23.01 Leaves of absence, without pay, shall be granted by the Board or its designee, for absences due to medical, disability or pregnancy, provided the employee has first exhaust-

ed all accumulated paid sick leave reserve. Leaves of absence, without pay, may be granted by the Board or its designee for absences due to childcare or other

justified personal reasons. Employees granted such leave shall not accrue seniority or service time during the period of the leave, for pay, sick leave or other fringe benefit purposes, except for seniority layoff and recall purposes under Article 6 hereof, but shall not lose previously accrued seniority or service time. All leaves must be approved in advance in writing by the Board or its designee. Advance approval may be waived in cases of extreme emergency. All requests for leaves under this article must be in writing and must specify the details that make the leave necessary. Leaves of absence and extensions thereof under this article shall be granted for not more than a period of two (2) years at a time for medical, disability or pregnancy.

23.02 The Board shall grant military Leaves of absence in compliance with all applicable federal and state laws.

23.03 Employees granted leaves of absence, without pay, shall not receive continuous service credit for the period of the leave for yearly salary step increase purposes or for amount of vacation entitlement and vacation pay purposes.

ARTICLE 24- MEDICAL EXAMINATIONS

24.01 Each newly hired employee, at the employee's expense, shall give satisfactory evidence of his or her physical and mental health to the Board prior to commencing employment. The Board may require each new employee to successfully complete a medical examination **including** drug testing by a certified laboratory, or nurse employed by the Board and/or by a physician selected by the Board or its designee.

24.02 After the initial medical examinations at time of hire, school bus drivers will be required to take subsequent medical examinations once every year. The Board or its designee reserves the right to require a medical examination of any employee, as a condition of continuing employment, at any time, at the expense of the Board.

24.03 Hepatitis B immunization will be available to all employees.

24.04 After employment, the Board will assume the financial responsibility for all medical examinations, (including, Hepatitis B immunizations) required by the Board and under this article when performed by a nurse or physician selected and approved by the Board.

24.05 Any employee who has been absent or on a leave of absence for any reason may be required to present evidence that he or she is physically fit to return to work and perform all of the duties within his or her job classification. The

evidence that an employee is physically fit to return to work must be from a physician authorized to practice medicine under the laws of the State of Ohio. The Board, at its expense and option, may require any employee to submit to a medical examination prior to returning to work after any absence or leave of absence.

ARTICLE 25- VOLUNTARY PAYROLL DEDUCTIONS

25.01 The Board or its designee, subject to conditions and procedures established by the Board of its designee, will make voluntary payroll deductions on behalf of employees who elect such deductions, in writing, for life insurance premium payments, United Appeal Contributions, supplemental disability insurance premium payments, Cancer Care program premium payments, tax sheltered annuity payments, credit union contributions or payments and other deductions as may be approved by the Board or its designee.

25.02 Deduction(s) may be authorized or canceled at any time upon written request notification to the Board Treasurer's office by the employee except in the case of a tax sheltered annuity payment. Requests for enrollment in and/or changes to a tax-sheltered annuity and cancellations may be submitted at any time.

Before deductions will be made for a tax-sheltered annuity, the annuity must have at least five (5) district employees enrolled in it who have authorized a deduction. However, tax sheltered annuities receiving payments from employees of the district as of July 1, 1994, will continue to be recognized as long as one (1) employee is making a payment. If a tax sheltered annuity's enrollment drops to zero (0), the annuity must demonstrate it has five (5) district employees who have authorized payroll deductions before deductions will be made.

ARTICLE 26 - LIFE INSURANCE

26.01 The Board's existing group life insurance plan shall remain in effect during the term of this agreement.

26.02 Employees who are regularly scheduled to work twenty-two and one-half (22.50) or more hours per work week will be provided with group term life insurance in an amount equal to their yearly salary from July I through June 30 of each year, rounded off to the nearest One Thousand Dollars ($1,000).

26.03 Employees who are regularly scheduled to work between fifteen (15) and twenty-two and forty-nine hundredths (22.49) hours per work week will be provided with their group term life insurance in an amount equal to one-half (I/2) of their

yearly salary from July 1 through June 30 of each year, rounded off to the nearest One Thousand Dollars ($1,000), with minimum coverage of One Thousand Dollars ($1,000).

26.04 Employees who are seventy (70) years of age and older shall receive fifty percent (50%) of the insurance coverage provided for in Section 27.02 or 27.03 above, whichever is applicable.

26.05 Employees who are regularly scheduled to work less than fifteen (15) hours per work week shall not be covered by any term life insurance.

26.06 All premiums necessary to provide the group term life insurance set forth in this article shall be paid by the Board.

26.07 The Board shall not be obligated to make any premium payments under this article for employees who are laid off or on an unpaid authorized leave of absence. Employees who are laid off or who are on unpaid authorized leave of absence may continue their group term life insurance coverage under this article by remitting the entire monthly premiums to the Board or its designee at those times and under those conditions established by the Board or its designee.

26.08 The Board shall have the right to change the insurance carrier providing the life insurance benefits under this article provided such benefits shall not be reduced.

ARTICLE 27- VACATIONS

27.01 Only regular employees who work eleven (11) months or more under this agreement during a full year from July 1, through June 30 shall receive paid vacations. Such an employee who is employed as of July 1 of any year for one (1) consecutive year, but less than four (4) consecutive years, shall receive ten (10) days of vacation with pay. Such an employee who is employed as of July I on any year for four (4) consecutive years, but less than eleven (11) consecutive years, shall receive fifteen (15) days of vacation with pay. Such an employee who is employed as of July 1 in any year for eleven (11) consecutive years, but less than twenty (20) consecutive years, shall receive twenty (20) days of vacation with pay. Such an employee who has been employed as of July 1 of any year for twenty (20) or more consecutive years shall receive twenty-five (25) days of vacation with pay. However, for each eight (8) days an employee is in loss of pay status, the employee shall lose one half (1/2) day of vacation.

27.02 Vacation days are earned on a yearly basis from July 1 through June 30, and the following number of vacation days are earned and available for use each month starting with July 1 for employees hired on or prior to that date each year:

		10 days vacation	**15 days vacation**	**20 days vacation**	**25 days vacation**
		1 thru 3 years	**4 thru 10 years**	**11 thru 19 years**	**20 yrs. or more**
		available days	**available days**	**available days**	**available days**
July 1		0	0	0	0
Aug. 1		1	1	2	2
Sept. 1		2	2	3	4
Oct. 1		2	4	5	6
Nov. 1		3	5	7	8
Dec. 1		4	6	8	10
Jan. 1		5	7	10	12
Feb. 1		6	9	12	15
Mar. 1		7	10	13	17
Apr. 1		7	11	15	19
May 1		8	12	17	21
June 1		9	14	18	23
July 1		10	15	20	25

Employees hired after July 1 of any year shall start to earn vacation days as of the first (1st) of the month after their date of hire, which shall be deemed to be July 1 under the above schedule, and they will earn vacation days in subsequent deemed months after July 1, in accordance with the above schedule.

27.03 Employees may take up to ten (10) days of vacation when school is in session. Exceptions will require prior approval from supervisor or Human Resources. All other vacation days will be taken during the summer or other times when school is not in session. Vacation must be approved in writing at least five (5) days in advance, unless there are extenuating circumstances, by the employee's immediate supervisor and Human Resources or their designee. Seniority within a job classification within a building shall be used to determine vacation scheduling conflicts.

27.04 Pay for each day of paid vacation shall be at the employee's regular straight time hourly rate of pay at the time the vacation day is taken, times

the employee's regularly scheduled hours of work per day at the time the vacation day is taken.

27.05 An employee who retires or is discharged will receive vacation pay not yet received, if he/she is eligible for unused vacation pay under the provisions of this article. An employee who quits will receive vacation pay not yet received, if he/she is eligible for unused vacation pay under this article and gives at least two (2) weeks' advance notice of quitting.

27.06 An employee may use vacation days earned as they are earned, however, vacation days earned in a current July 1 through June 30 year may not be taken as time off after the subsequent December 31 date, provided, however, that an exception to this may be made upon written request to and approval of Human Resource office or his designee.

27.07 If an employee dies, the Board will pay any vacation pay not yet received by the employee, for which he/she is eligible under the provisions of this article, to the employee's estate.

27.08 Prior employment service earned by an employee under Ohio's School Employees Retirement System, Public Employee Retirement System and/or State Teachers retirement System or any other prior employment service as determined and accepted by the Board or its designee, will be used in computing years of employment for vacation purposes under this article.

Employees hired before July 1, 1993 will have vacation days calculated by considering the salary step of the employee equal to the years of service for vacation purposes.

ARTICLE 28 - DENTAL AND MEDICAL PLANS

28.01 Employees who are regularly scheduled to work twenty-two and one-half (22.50) hours or more per work week shall be provided with single employee or family group dental coverage, whichever is applicable, for the duration of this agreement. Employees who are regularly scheduled to work from fifteen (15) to twenty-two and forty-nine hundredths (22.49) hours per workweek shall be provided with only the existing single employee group dental coverage. Employees who are regularly scheduled to work less than fifteen (15) hours per workweek will not be provided with any group dental coverage. Ninety percent (90%) of the premium for the group dental plan shall be paid for by the Board, and ten percent (10%) will be paid by the employee during the term of this agreement. With respect to dental coverage, a bargaining unit member who would ordinarily

qualify only for single coverage may elect to receive family coverage provided he/she pays the difference between the family and single coverage.

28.02 The Board will offer two (2) group medical plan as follows:

(1) The Board will offer two (2) group medical plan as follows: 1) a PPO with $1,500.00 person or $3,000.00/family deductible and annual out of pocket of $4,000.00 /$8,000.00 in Network and $3,000.00/person $6,000.00/family deductible and annual out of pocket of $8,000.00/$16,000.00 Non-Network.

2.) A High Deductible Health Plan (HDHP) with a health savings account (HSA) with a $3,250.00 single/ $6,500.00 family deductible in network and a $4,500.00 single/ $9,000.00 family deductible out of network.

The Board shall contribute $1,137.00 single/$2,925.00 family towards the employees HSA, The HSA will be at no cost to the employee. To participate in these plans, employees must pay their share of the plan's cost as designated herein. See Appendix H "Medical Rates Schedule." To participate in these plans, employees must pay their share of the plan's cost as designated herein. See Appendix H ``Deductible Reimbursement clause." Add additional plans

Employees who are regularly scheduled to work less than fifteen (15) hours per work week shall not be eligible to participate in the plan. Employees who are regularly scheduled to work twenty-two and one-half (22.5) hours or more per work week will be covered by a single contract under the plan if they pay fifteen percent (15%) of the plan's single contract total cost per month and will be covered by a family contract under the plan if they pay fifteen percent (15%) of the plan's family contract total cost per month. Those employees who are regularly scheduled for fifteen (15) or more hours per work week, but less than twenty-two and one-half (22.5) hours per work week, will be covered by a single contract under the plan if they pay forty-one percent (41%) of the plan's single contract total cost per month and will be covered under a family contract under the plan if they pay forty-one percent (41%) of the plan's family contract total cost per month. All plan costs not paid by employees shall be paid ***by the Board.***

28.03 The Board shall not be obligated to make any premium payments under this article for employees who are laid off or on an unpaid authorized leave of absence unless the leave is FMLA. Employees who are laid off or who are on an unpaid leave of absence may continue group dental and/or medical coverage under this article by remitting the entire monthly premiums to the Board or its designee at those times and under those conditions established by the Board or its designee.

28.04 The Board shall have the right to change benefit plan carrier or carriers under any section of this article provided the dental and medical benefits under this article are not reduced. The insurance committee will meet if called by either party to explore more cost effective plans and/or carriers.

28.05 Either the Association or the Board may request that the other party consider any new group medical and/or dental plan which would reduce Board and employee costs below those costs then in existence under this article, but any change or reduction in medical and/or dental benefits during the term of this agreement can only be by mutual agreement of the Association and the Board.

28.06 If an employee's spouse is employed in any job position by the Board, the Board shall pay its share of the premium cost for only one (1) medical and/or dental plan coverage, which will cover the employee and the employee's spouse and other eligible dependents, if applicable, if either the employee or employee's spouse are otherwise eligible for medical plan coverage and for Board payment of any portion of the cost for such plan coverage under any collective bargaining agreement or Board policy.

28.07 Medical Rate Increase

Notwithstanding Section 29.04 and 29.05, beginning for the calendar year 2016, if the premium is projected to increase more than ten percent (10%), the insurance committee will meet and propose plan design changes to bring the increase under ten percent 10% or employees shall bear the cost of any increase over the percent (10%).

28.08 A full tax-sheltered Section 125 Benefits Plan will be offered to employees at a cost to the Board not to exceed ten thousand dollars ($10,000) per year and at no cost to the employees.

28.09 Vision Plan (Eye med) will be offered by the Board. The employee will be responsible for the cost if enrolled.

ARTICLE 29 - DISPENSING MEDICATION

29.01 When it is necessary for employees to administer prescribed medication, the following procedures must be used:

29.02

A. The principal in each building shall assign a person or persons who will supervise the storing and dispensing of medication.

B. A locked cabinet or locked storage box shall be provided for storage of the medication.

C. Medication must be brought to the school in the container in which it was dispensed by the prescribing physician or licensed pharmacist. The container must be affixed with a prescription label, which includes the student's name, date, name of drug and directions of dosage.

D. Written orders from the physician detailing the name of the drug, dosage, time interval the medication is to be given and possible side effects must be on file in the office.

   If the order originally provided by the physician changes, the parent, guardian or other person having care or charge of the student must submit a revised written order signed by the physician.

E. Written permission from the parent requesting that the Board or its designee comply with the physician's order must be on file in the office before any medication can be dispensed.

F. Each time medication is given, the chart in the office is to be:

   1. Signed by the person receiving the medication. (In the case of a young child or handicap condition which prevents this, the person dispensing the medication must sign the child's name.)

   2. Initialed by the person dispensing the medication.

   3. Initiated by the student.

   4. Used to record the date and time of day.

   5. Use to record the amount of medication given (ex: 1 capsule, 2 tablets, etc.)

   6. Used to record any additional comments, if necessary.

G. No employee employed by the Board will be required to administer a drug to a student except pursuant to the requirements established under Article 30 of this agreement. The Board shall not require an employee to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

H. The Sovereign Immunity Act of 1985 and its amendments apply to members of the bargaining unit who adhere to the provisions of this procedure in the course of their employment with the school district

ARTICLE 30 - WAGE

30.01 During the term of this agreement, employees within the respective job classifications Covered by this agreement shall be paid in accordance with the job classification straight time hourly rates of pay and yearly step adjustments set forth in Appendix "D" of this agreement.

Effective July 1, 2024, for the 2024-2025 school year, employees will receive a 3% on the base salary schedule that shall be applied to all steps of the schedule. For the 2025-2026 school year, employees will receive a 3% increase on the base salary schedule that shall be applied at all steps of the schedule.

A Committee shall be formed to study salaries and attendance incentive plans

Sub Coverage – Any Assistant who is asked to and does cover an absence in the classroom by the Principal or an individual acting on behalf of the Principal shall receive an additional $12.00 per bell/per hour minimum.

30.02 Yearly step adjustments and straight time hourly rates of pay for employees hired prior to the effective date of this agreement shall be effective only on July 1 of each year set forth in Appendix "D" of this agreement. An employee must have been in active pay status at least 120 days during the preceding year to receive the yearly step increase. Yearly step adjustments and straight time hourly rates of pay for employees hired after the effective date of this agreement and prior to January 1 of any year, shall be effective on the subsequent July 1 as set forth in Appendix "D" of this agreement. Yearly step adjustments and straight time hourly rates of pay for employees hired after the effective date of this agreement, and after January 1 of any year, shall be effective on July I of the year following the year of hire as set forth in Appendix "D" of this agreement.

30.04 Employees who work less than a full-year period (twelve (12) months) under this agreement may be employed in other jobs outside the bargaining unit covered by this agreement, such as any temporary, casual or summer jobs, and while so employed, they shall receive wages which are established in the sole and exclusive discretion of the Board, and such employment shall not make such employees eligible for any paid vacation days under this agreement, if they are

not otherwise eligible for paid vacation days under this agreement. (See Article 23.09).

30.05 Board Pickup of Employee Contributions to State Employees' Retirement System

A. For tax sheltering purposes only, the Board shall designate and consider (i.e. "pick up"), each employee's mandatory contribution to the State Employees' Retirement System (SERS), as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to SERS. No employee's total earnings paid by the Board shall be increased by application of this Section, nor shall the Board's contributions to SERS or any other costs be increased thereby. The Association agrees that the Board assumes no other or further liability to any person or entity under this Section and the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio taxing authorities. The Board shall have the right to immediately and unilaterally discontinue all its obligations under this Section if so ordered by SERS and/or the Internal Revenue Service or Ohio taxing authorities, notwithstanding any provision contained in this agreement to the contrary. Rules 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and the Rules of SERS, and such rules as the aforementioned agencies, including Ohio taxing authorities, may subsequently issue are applicable to the Board notwithstanding any provision set forth in this agreement.

B. The "pickup" amount shall be included in the employee's annual base salary for the purposes of computing base salary, weekly rates of pay, daily rates of pay, hourly rates of pay and for determining pay or salary due to absence or for any other purpose under this agreement.

30.06 Payment Procedure

A. Bargaining unit members will be paid two (2) times a month in twenty-four (24) installments via direct deposit.

B. Direct Deposits will be distributed on the fifteenth (15th) and the last day of the month except: When one of these days falls on a weekend or a legal holiday the direct deposits will be distributed on the preceding banking day. (banking days do not occur on weekends or legal holidays).

ARTICLE 31 - ASSAULT LEAVE

31.01 The Board may grant leave to an employee who is absent due to physical disability resulting from an assault, which occurs in the course of Board employment. The employee may be granted up to forty (40) working days' assault leave. Thereafter, absence may be deducted from the employee's sick leave or the employee may be compensated through Workers' Compensation.

31.02 Assault leave may not be granted under this Article unless the employee in question:

A. Has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave.

B. All assaults must be documented in writing to the employee's immediate supervisor.

   In addition, all employees who have been the victim of assault must complete an accident report.

C. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

D. Agrees to cooperate in the prosecution against the person or persons involved.

E. At the request of the employee, the Human Resource Department and the employee shall meet to discuss and resolve the issue of multiple assaults by students. The employee may, at their discretion, have Union Representation at those meetings.

31.03 Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.

31.04 An employee returning to duty following assault shall be returned to the same position as was held at the time of the incident.

ARTICLE 32- FAMILY MEDICAL LEAVE ACT

32.01 Regarding the Family Medical Leave Act, and effective immediately, the parties agree that all employees who have worked for the Winton Woods Board of Education for **a** total of twelve (12) months and have worked at least 1, 250 hours over the previous twelve months shall have use of the Family Medical Leave Act, as implemented by the Board of Education. Medical benefits shall mean medical, dental and life insurance.

ARTICLE 33- JURY DUTY AND COURT APPEARANCES

32.02 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty during his/her regularly assigned workday. The Board shall pay for any scheduled work time the employee is required to perform jury duty.

32.03 The employee shall give the Superintendent or designee as much advance written notice of the jury duty as possible.

32.04 An employee must return to work while on jury duty if the employee is released from any day or days of jury duty.

32.05 When an employee is subpoenaed to serve as a witness in a court action, he/she shall be given a leave of absence with pay for the time required for such court appearance.

ARTICLE 34 – DURATION

34.01 This agreement shall be in effect from July 1, 2024, through midnight June 30, 2026, and shall renew from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to terminate, modify or negotiate a successor collective bargaining agreement not less than one hundred twenty (120) calendar days prior to such expiration date or the expiration of any renewal thereof.

34.02 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that

the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this agreement. Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waive the opportunity, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or covered in this agreement, or with respect to any matter or subject not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

34.03 The parties further agree that this instrument represents the entire complete agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the Board and the Association. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this agreement are superseded by this agreement. All Board resolutions, policies, practices, procedures rules or regulations and employee benefits or terms and conditions of employment which are not contrary to or inconsistent with the terms of this agreement, but which are not expressly incorporated into this agreement, shall continue in effect until changed or discontinued by the Board within its sole and exclusive discretion.

34.04 Pursuant to Section 4114.14(C) (1) (f) of the Ohio Revised Code, the parties hereby agree that if they are unable to reach agreement on the terms of a new agreement to replace this agreement, *they* will, at least forty-five (45) calendar days prior to the expiration date of this agreement, submit the issues in dispute to a mutually agreed dispute settlement procedure which supersedes all of the procedures set forth in Section 4117.14 of the Ohio Revised Code, and which consists of mandatory mediation of the issues before a mediator mutually agreed to by the parties, who may be appointed by the Federal Mediation and Conciliation Service. The mediator shall have no power to force either party to agree to any proposal or make any concession and shall have no power to establish or determine any wage or fringe benefit matter or any other term or condition of any agreement to replace this agreement but shall only have the authority to mediate the issues between the parties to assist the parties in freely arriving at a mutually acceptable agree.

ARTICLE 35 - CALAMITY DAYS

35.0 All employees shall be paid their appropriate rate of *pay* for all days or part of a day when the entire Winton Woods School District or individual building is closed due to an epidemic or other public calamity as declared by the Superintendent of Schools or the Governor of Ohio. If a non-public school(s) is closed or an individual Winton Woods school(s) is closed, the employee(s) will be paid his/her usual rate of pay and may be reassigned. In the event there are less assignments than employees available to do them, the most senior employee within a job classification will have the choice of accepting the assignment. This employee may refuse reassignment without penalty.

35.02 Employees who do not work on calamity day(s), when schools are closed, shall be paid their regularly hourly rate of pay for all hours they would have worked

on the calamity day(s).-Employees who are requested by their immediate supervisor to work on calamity day(s), as determined by the Board or its designee(s), when schools are closed, shall receive an additional one and one-half (1 ½) times their regular hourly rate for all hours worked on the calamity day(s). In the event that more than the State allowed calamity days are taken and a calamity day(s) is to be made up, as determined by the State of Ohio or the Superintendent, employees will work the make-up day(s) without additional-pay. The Association will have input into the scheduling of the make-up day(s). However, the Superintendent has the authority to make the final decision. The Association will be notified ten (10) working days in advance of any make-up day(s). This time limit may be waived by mutual agreement of both parties. If the time limit is not met for notification, employees will receive straight pay for the make-up day(s).

35.03 Employees required to work during the one (1) or two (2) hours of a school delay shall be paid at one and one-half (1 ½) times the regular rate of pay or receive compensatory time at the rate of one and one-half (I ½) their regular rate.

ARTICLE 36 - FUNERAL LEAVE

36.01 An employee shall be allowed five (5) consecutive work days of absence without loss of regular pay, chargeable to sick leave, personal leave or vacation, in the event of a death in the "immediate family", as defined below.

For purposes of death, immediate family is interpreted to include parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, spouse, brother-in-law, sister-in-law, aunt, uncle, person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing, or member of the immediate household.

36.02 Fractional leave days may be used as defined in Article 9.04.

ARTICLE 37 - TRANSPORTATION PERSONNEL

37.01 Any employee required to attend meetings shall be paid for such required hours of work at the employee's regular rate of pay. Any Commercial Driver License employee required to attend recertification classes shall have those class fees paid for by the district and will be paid for up to) nine (9) hours at the employee's regular rate of pay.

37.02 The Board will provide the mechanics with a uniform consisting of shirts, pants, and jackets for the length of this contract.

37.03 REGULAR ROUTE ASSIGNMENTS: Drivers may bid for routes of different lengths by seniority. However, specific routing assignments that are of the same length shall be assigned by management, with consideration of driver preference for specific assignments.

A. END OF YEAR ROUTE POOLING:

1. By the last day of Winton Woods school year, by driver intent form, each shall indicate in writing if they would like to throw his/her route into a Route selection pool.

2. By ***District Convocation,*** all drivers who entered the route pool will have the opportunity to select one of the routes in the pool. This shall be done by seniority.

3. By ***District Convocation***, any newly created route(s) will be on display for all drivers to view. All interested drivers will have the opportunity to select the route(s) by seniority one hour prior to the open route pool bidding process only.

4. Routes filled after October 1 shall automatically be included in the route pool for the following school year.

B. FILLING ROUTE VACANCIES (such as mid-year vacancies or creation of a new route AFTER ROUTE POOL SELECTION HAS BEEN COMPLETED:

1. Drivers shall be notified when a routing assignment is available and of the anticipated pay length of that assignment.

2. Drivers who currently have route assignments of different pay lengths may bid for the new length of assignment by seniority.

3. Drivers who currently have route assignments of the same pay length, but who wish to be considered for a new assignment, should express their interest in writing to the transportation supervisor. The specific routing assignment will be made by management, with consideration of driver preference.

4. Any driver may express a written interest in a change of assignment at any time. Management will hold this note for the balance of the current school year, should an option become available to make an assignment change, that individual's preference will be considered.

37.04 ADDITIONAL REGULAR ASSIGNMENTS. Additional regular assignments include midday route assignments, special late afternoon and other assignments, which add at least an hour to a driver's workday. Drivers who work both a.m. and p.m., are given first preference based on seniority. These assignments do not include a

relatively short addition to the regular morning or afternoon route of a driver. Prior to the beginning of the upcoming school year, management will establish and post a driver list for the upcoming school year which will List by seniority drivers who work both a.m. and p.m. routes followed by drivers who work only a.m. or p.m. routes.

A. PROCEDURE FOR FILLING ADDITIONAL REGULAR ASSIGNMENTS:

1. Prior to each school year, starting with the top senior driver, each driver will be asked if they would like to run an extra assignment.

2. Drivers who had an extra assignment the previous year will have the first right to retain that specific route again. Drivers will only have the right to retain a specific route if there are enough assignments for them to still have an assignment.

3. The replacement (back-up) driver will be decided using the same procedure as above.

4. If extra routing assignments need to be covered that will result in extra pay, and are not chosen by the regular seniority process, they will be assigned by reverse seniority. Extra assignments that are not extra pay will be assigned by reverse seniority when possible.

B. PROCEDURE FOR FILLING MID-YEAR VACANCIES IN ADDITIONAL REGULAR ASSIGNMENTS: Assignments that come open during the school year will be offered to the most senior available driver with no conflicting assignment. An exception will be made for a driver who wishes to change the length of his/her assignment.

1. Drivers who select an additional regular assignment prior to March 1 of that school year shall have the first right of refusal when additional regular assignments are selected for the next school year.

2. Drivers will only have the right of first refusal if there are enough assignments within that type for them to still have an assignment.

37.06 EXTRA BID TRIPS: At the beginning of each school year, certain extra trips will be posted for bid and awarded on the basis of job classification seniority as defined in Section 6.3 of this agreement. ***All varsity*** extra trips to be bid are varsity football, varsity boys soccer, varsity girls soccer, varsity girls volleyball, varsity boys basketball, varsity girls basketball, varsity wrestling, varsity track (includes indoor track events), varsity ***crew***/row team, ***varsity baseball, varsity softball, varsity Lacrosse***, ***and*** marching band. Employees will bid to drive all scheduled extra trips

for each respective group regardless of time and date of trip. The successful bidders must make all regularly scheduled extra trips for the entire year until a new bid list is established, which is normally completed at the driver's in-service meeting in August. If a driver is unable to make the scheduled trip it will be posted on the field trip list. Drivers with mid-day routes ***are not eligible for*** varsity trips. Drivers with midday routes may take field trips during the week after the field trip list has been exhausted.

A. If a varsity trip which requires a separate trip both to and from work is canceled without one and one-half (1 1/2) hour notice, the driver shall receive two and one-half (2½) hours at regular rate of pay.

B. In the case of non scheduled games, such as scrimmage games or the State Tournament, the school bus will be the means of transportation when practical, and the successful bidder will be the assigned driver. If an overnight stay is involved, the driver will be paid for actual driving time plus the necessary time to equal a total of ten (10) hours per day. The driver will be provided a private room and meals in the same manner as provided for other staff members accompanying the team, and in accordance with school district guidelines.

C. When it is determined that another form of transportation is most practical to transport a team to a State Tournament playoff game, the assigned bus driver for the season may request and shall be granted time off to attend the tournament game(s). The time off will be only that time necessary to attend the game(s) and will be treated as time off with pay. All expenses will be the responsibility of the driver.

D. For sports like basketball which normally include the reserve team on the same trip, a separate reserve team trip is not considered to be a part of the varsity season package for the successful bidding bus driver. It will be treated as a non-varsity extra athletic trip.

37.07 EXTRA ROTATED FIELD TRIPS WHICH DO NOT INTERFERE WITH REGULAR ROUTES. At the beginning of each school year employees within the classification must choose whether they desire to drive extra field trips which do not interfere with regular routes. Each employee's choice shall be indicated in writing with the names of those drivers wanting the extra trips arranged as a specific seniority list. These trips will be assigned by seniority as the trips are scheduled.

A. An employee who indicates a desire for such trips after the start of the school year shall be skipped one time on the regular list and the red list.

B. Any driver with a mid-day assignment whose schools are not scheduled to be in session, thereby making them available for field trips on a given day, shall notify the supervisor in writing ten (10) calendar days in advance if they wish to take trips.

C. EXTRA ROTATED FIELD TRIP PROCEDURE: Field trips shall be assigned on a rotation basis which will allow the driver to choose from approved field trips when possible. Since the primary responsibility of the Transportation Department with regard to field trips is to fulfill the district's requests, trips may occasionally be assigned based on need. The rotation list shall be established annually as agreed upon in the current contract.

(1) REGULAR FIELD TRIPS: The intent of the regular field trip procedure is to establish a rotation system that offers each eligible driver an equal number of chances to select routine field trips. (a) Field trips will normally be posted by 2:00 p.m. each Monday up to two (2) weeks in advance. If Monday is a holiday or calamity day, trips will be posted the next business day. A list of eligible drivers will also be posted at this time. These drivers are eligible to choose one of the trips listed, by seniority. The posting will be taken down at 2:30 on Thursday of that week. All trips not selected will automatically be posted the next Monday provided the trip does not go out on that Monday.

a. Each posting will actually be two separate lists - one for weekend/holiday trips and one for day and evening trips. Eligibility for these will be as agreed upon in the current contract.

b. Trip requests that are submitted to the Transportation Office on time will be included in the regular posting list. Any trips that are received late and do not make the regular posting will be designated as emergency (Red) trips.

c. When a driver's name comes up on the field trip selection list, they will choose a trip or pass until their next rotation. Once a driver has chosen a trip, they will be expected to fulfill that obligation.

d. A driver may not choose a trip which conflicts with their normal daily route time. Regular daily route time takes precedence over field trips. Should the driver select a conflicting field trip, that trip will be reassigned, and the driver will not receive another selection until the next rotation, unless criteria for Section 38.07 (C) are met.

e. If a driver has a route conflict or if a driver's trip is canceled after it is chosen, that driver shall be placed at the top of the next regular posting list in order that the conflict or cancellation occurred.

f. A driver shall be paid not less than the estimated time on the field trip request form.

g. If a driver's trip is canceled without prior notification to arriving at departure point, the driver shall be entitled to a one (1) hour minimum cancellation premium and placed at the top of the next regular field trip posting list.

h. Copies of field trip posting sheets will be displayed in the driver's lounge for one month.

(2) EMERGENCY (RED) FIELD TRIPS: The intent of the emergency field trip procedure is to offer each driver an equal number of chances to pick non-routine (emergency) trips.

a. Trip requests received too late to make the regular posting and trips still not chosen from the regular posting and go out the following Monday will be considered to be emergency trips. Whenever possible, these trips will be offered to drivers based on a rotating seniority list.

b. The office will contact drivers in rotation when possible, to cover emergency trips. If a driver is unable to take an asked trip due to a route conflict or another field trip, they shall be offered the next trip that comes up. Drivers who decline a trip shall be marked as a pass. Trips taken will be recorded by date of trip.

c. In the event a driver is assigned a trip ahead of their rotation, it shall be marked on the list, and that driver shall be passed on the next rotation.

d. The same eligibility rules that apply for regular trips will apply for emergency trips.

e. If a driver's trip is canceled after it is chosen, that driver shall be offered another emergency trip to make up for the one canceled.

37.08 EXTRA ROTATED FIELD TRIPS, WHICH DO INTERFERE WITH REGULAR ROUTES. These trips shall be assigned by seniority on a rotation basis so that all available employees get a chance to take these trips.

A. Any extra trips of any kind, which may involve concerns of safety or employee unfamiliarity with a route or area, will be assigned at the complete discretion of management, notwithstanding any provision to the contrary found in this Article 37. Management will explain to any employee who would have taken the trip, why that employee is not being selected to make the trip and such trip shall not be charged against the employee for rotation purposes.

B. If, as stated above, an employee is not considered for a specific trip, management will continue in rotation until an acceptable employee is identified. After assigning the trip to this other driver, management will bypass the person who was given the more difficult assignment and continue with the normal rotation method of assigning trips. C. PROCEDURE REGARDING ROUTE RELEASE FIELD TRIPS:

(1) Route Release Field Trips

a. Route release field trips are trips outside the defined area on the handbook map. Examples of route release destinations are Anderson, Turpin, Glen Este, Amelia, Western Hills, Delhi, Mount St. Joseph College, Three Rivers, Little Miami, Renaissance Festival and Taylor High School. They also will include trips further north than State Route 725 and I-75 (Dayton Mall).

b. These trips shall be assigned using the normal field trip rotation list. A regular driver who selects one of these trips shall be released from the portion of their route that interferes with the trip.

c. These trips will be scheduled on a Winton Woods bus if there are sufficient regular and sub drivers left to cover regular routing obligations, and also leaving one spare driver at the time the trip is approved.

d. In rare cases, it may be necessary to put the regular driver back on his/her rate and cover the field trip in another manner. Our legal requirement (ref. Regulation 3301-83-16) is to cover all regular routes first.

(2) Field trips conflicting with regular ***routes***:

a. On all but route release trips, an unassigned driver or sub shall take the group to their location and leave the group there.

b. The return for these groups shall be assigned as a field trip to a regular driver using the field trip rotation procedure. These drivers shall leave for their pickup after their regular routes unless directed otherwise.

37.09 ASSIGNMENT OF SUMMER SCHOOL DRIVERS: Summer school drivers will be selected by starting at the top of the classification seniority list and going down the list until the required number of drivers are selected.

37.10 A bus driver who makes a separate trip both to and from work for a field trip shall receive a minimum of two and one-half (2 ½) hour pay. Bus drivers

working any weekend or holiday shall receive a minimum of two and one-half (2 ½) hours at time and one-half rate. Drivers who work a non-public route on a day when the District is not in session shall receive a minimum of two and one-half hour pay. This provision supersedes Section 12.04 for drivers. Drivers shall be required to perform other duties as assigned during the two and one-half (2 ½ hours) period for which they will be compensated.

37.11 WORK RELEASE:

A. On days that Winton Woods is scheduled to be open and one or more of a driver's schools are closed, those drivers need to be available to work. They may communicate with the transportation supervisor to request release time from work with the appropriate time deducted as long as all work is covered. The rules for assigning other work to drivers will be as follows:

   1) If extra work assignments need to be covered that do not result in extra pay, they shall be assigned by reverse seniority.

   2) If extra work assignments need to be covered that will probably result in extra pay, they shall be assigned by regular seniority.

   3) If extra work assignments need to be covered that will probably result in extra pay and are not chosen by the regular seniority process, they shall be assigned by reverse seniority.

B. On days when Winton Woods is scheduled to be closed, but nonpublic schools are in session, assignments will be given out as follows:

   1) The driver whose route normally services an open school will be expected to run that route.

   2) If the regular driver does not wish to drive that route, the route will be offered by seniority to other available drivers.

   3) If no other driver can be found, the driver whose route normally services that school will be required to run that portion of their route that services that school.

C. Any driver/Assistant whose schools are not scheduled to be in session and wishes to substitute shall notify the supervisor in writing ten (10) calendar days in advance. Any driver/Assistant whose non-Winton Woods schools are scheduled to be in session and does not wish to drive shall notify the supervisor in writing ten (10) calendar days in advance.

37.12 Any regular school bus drivers and other regular employees who are required to obtain a Commercial Motor Vehicle License for the performance of their employment with the Board of Education shall be reimbursed by the Board for the difference between the cost of renewing a regular license and obtaining/renewing a Commercial Motor Vehicle License. The Board shall provide training and study sessions to assist in preparing for the Commercial Motor Vehicle License testing. The Board shall not pay for the training classes or time spent in classes or study sessions. The Board shall not pay for a driving test or the time spent on such a test which is necessitated by an employee's traffic violation or conviction.

37.13 STUDENT HEALTH RECORDS: The Board shall provide the transportation department with a list of students in their building(s) with known special medical problems by each October 15th. The Board's student medical records, along with emergency medical procedures, if any, shall be provided on a need-to-know basis, and employees shall hold all information in a student's medical records in confidence.

37.14 TRUCK ASSIGNMENT FOR A FIELD TRIP: When a truck is required to accompany a bus on a field trip, that trip shall first be offered to bus drivers qualified to pull a trailer as per field trip assignment procedures. ***There shall be a sign up list every August for drivers who wish to be trained to pull a trailer. Training will occur no later than November 1.***

37.15 DRUG AND ALCOHOL TESTING: Employees who are reported to Winton Woods as testing positive on a drug or alcohol test by the district's Medical Review Officer may be subject to disciplinary action up to and including termination from employment.

A. EMPLOYEE REQUEST FOR REFERRAL FOR ASSISTANCE

1. Employees who know they have a drug or alcohol problem may come to the employer to request a referral for assistance. Each employee shall be entitled to this request one time during their employment with Winton Woods City School District. The request must be made prior to the Employee being notified of a drug test appointment for probable cause, post-accident or random sample. An employee referred to an assistance or rehabilitation plan for this reason shall not be permitted to return to work as a school bus driver until all DOT requirements have been satisfied.

2. The Board will pay for the initial drug test.

3. The Board will pay all of the unreimbursed medical costs of the consultation with the substance abuse professional (SAP).

B. EMPLOYEES OBLIGATION TO REPORT CONVICTIONS: Employees convicted of violating any federal, state or local criminal drug statute, where the violation occurred during work hours or on Winton Woods City Schools premises (including
vehicles), must report the conviction to the Superintendent within five working days of conviction. Failure to meet this obligation will result in termination of employment.

C. RANDOM SAMPLE DRUG/ALCOHOL TESTS

1. Winton Woods City Schools will contract with an outside provider to complete random sample testing. That outside provider will provide the names of employees to be tested, taken from a current list of CDL licensed district employees.
2. Employees will be notified in writing upon their return from their driving assignment and must proceed directly to the drug-alcohol test.
3. When possible, testing will be done on site by an agent from the outside provider. In this case, employees will be paid for additional actual time up to one (1) hour for their time. If necessary for an employee to go off-site for a drug and/or alcohol test, he/she may submit two (2) hours of time on their exception sheet for that test.

D. REASONABLE CAUSE DRUG/ALCOHOL TESTS: An employee who is scheduled for a drug or alcohol test under the reasonable suspicion section of the DOT requirements shall be escorted to the test site by someone in administrative authority (such as the transportation supervisor, Human Resources, student resource officer or a designee).

E. POST- ACCIDENT DRUG/ALCOHOL TESTS

1. All drivers are required to have a drug and alcohol test as soon as practical after an accident. The driver shall remain readily available for such testing, or may be deemed by the alcohol and drug program administrator to have refused to submit to testing. No alcohol may be consumed for eight hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other

documents that would indicate whether there were any controlled substances in his/her system.

2. An accident is defined by the Federal Highway Administration regulations as an accident, which results in the death of a human being, bodily injury to a person who immediately receives medical treatment away from the scene of the accident as a result of the accident, and/or one of the vehicles being towed from the scene.

3. In the case of an accident that results in a fatality, the driver will be required to have a blood/alcohol test. If the accident results in bodily injury or property damage requiring a vehicle to be towed from the accident, the driver will be required to have a blood/alcohol test only if cited in the accident. A driver may be required to have a blood/alcohol test based on reasonable cause as a result of an accident.

F. REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR DRUG TEST: No CDL license holder shall refuse to submit to an alcohol or drug test as required by policy or DOT requirements. An employee who refuses to submit or who is identified as refusing to comply at the testing site under the DOT regulations, may be terminated from employment.

ARTICLE 38 - BUILDINGS AND GROUNDS

38.01 A head custodian position will be established at each school and a lead custodian position will be established at selected schools. In normal circumstances, the head custodian position will be the day custodian and the lead custodian will be the swing/second shift person. At the discretion of the Board, additional head *and* lead custodians may be designated. A head custodian will receive an additional $.75 per hour to be added to the salary schedule in addition

38.02 The head custodian position will be responsible for developing plans for school year cleaning, summer cleaning and special projects work to be submitted to the building principal and the custodial supervisors for review. Head custodians will be held accountable for communicating, organizing, implementing and monitoring the progress of all such agreed upon plans. They will be the main liaison between the building principal and the custodial staff in the building. In addition, the head custodian will perform other leadership duties as assigned by the building principal and/or the custodial supervisors.

38.03 The lead custodian will assist the head custodian *in* developing all plans and communicating all agreed upon plans to the building custodial staff. They will keep

the head custodian informed of all deviations from and/or problems with implementing the plans.

38.04 The Board will provide custodians and maintenance craftsman with uniforms for the length of this contract.

38.05 A custodian must be present at all paid rentals and those school events that are presently being covered.

ARTICLE 39 - CLERICAL LEVELS

39.01 Office Assistants, IMC Assistants and Secretaries I, II and III are identified by Levels as follows for wages, in accordance with new job descriptions which reflect the duties, responsibilities and skill levels. This series of Levels A-E will also be used for lay-off purposes.

LEVEL A - Office Assistants, Receptionists

LEVEL B - Secretary Classification I

High School, Middle School and Central Office Secretaries, Food Service, Music/Athletics and High School Data Specialist, Transportation Office Assistant.

LEVEL C - Secretary Classification II

Secretary to: Elementary School Principal, Middle School Principal;
Secretary for: Student Activities, High School Registrar, High School Guidance and Middle School Guidance/ Assistant Principal, IMC Assistants.

LEVEL D - Secretary Classification II

Secretary to HS Principal, Food Service Director, Director of Student Services Teaching and Learning (Tech, enrollment, Special Education, Project Success).

LEVEL E - Secretary Classification III

ARTICLE 40- ADMISSION STATUS FOR CHILDREN OF NON-RESIDENT

39.01 Preschool age and school age children of district employees who are not residents of the Board's school district *may be* eligible to attend any school within the district without payment of any tuition charges.

39.02 School age children of district employees who are residents of the board's school district may be eligible to attend any school within the district.

39.03 Final approval of either the admission of an employee's nonresident student(s) or assignment of an employee's resident student(s) shall be made by the Superintendent.

ARTICLE 41 - SECURITY MONITORS

40.01 When staffing events, they shall be compensated at their regular rate of pay or overtime if over forty (40) hours.

40.02 Salary Schedule - Level C Clerical and then add S .25 per step. The salary schedule will be subject to the agreed upon % increases.

40.03 Board will provide six (6) shirts with a choice of combination of short or long sleeves. Board will replace as needed, but not less than total replacement once every two (2) years.

ARTICLE 42 - DONATION OF SICK LEAVE

A. Purpose:

Association members may donate paid sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family as defined in Article 9.

B. Applicability:

This policy applies to all Association members who have completed their initial

probationary period.

C. Policy:

An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave meets all of the following criteria:

1. An employee or a member of the employee's immediate family (defined in Article 9) has a serious illness or injury.

2. The employee has no accrued leave.

3. The employee has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible.

4. An employee may receive a maximum of 180 days of donated leave during their career.

Employees may donate leave if the donating employee meets all of the following criteria:

1. Voluntarily elects to donate leave.

2. Donated leave will be used in the order the donation forms were received.

3. Donates a minimum of four (4) hours.

4. Has a sick leave balance of at least eighty (80) hours after donation (hours are determined by multiplying the employee's number of sick days by hours worked per day)

An employee may donate up to a maximum of sixteen (16) hours each year between July 1st through June 30th.

D. Procedures:

Employees interested in receiving donated sick leave must submit a "*Verification of Serious Illness Form*" to the Superintendent (or designee). A committee will then determine if the employee's condition qualifies the employee to receive donated leave. The committee will be comprised of the Superintendent (or designee) and the OAPSE President (or designee). The decision of the committee is final and cannot be grieved by the member applying for donated leave.

The sick leave donation program shall be administered on a pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

Donated sick leave will be converted on an hour for hour basis. This conversion will be reflected in an employee's sick leave balance. This may result in an employee having a sick leave balance of less than a quarter of a day increment.

Employees who wish to donate leave shall complete a *"Sick Leave Donation Form"* and certify all of the following:

5. The name of the employee for whom the donated leave is intended.

6. The number of hours to be donated.

7. That the employee will have a minimum sick leave balance of at

least eighty (80) hours after donation.

8. That the sick leave is donated voluntarily.

9. The employee understands that the donated sick leave will not be returned.

Winton Woods City Schools shall ensure that no employees are forced to donate leave and shall respect an employee right to privacy. However, the Winton Woods City Schools or the Association may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. The Winton Woods City Schools shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis. ***The Board reserves the right to replace an employee for whom sick leave has been donated if the absences fall outside of Federal and State job protected leave time periods. However, the Board shall reassign the affected employee the same or similar position with no loss of pay upon return from leave resulting from sick leave donation.***

Forms: Verification of Serious Illness

Permission to release medical information

Donation Form

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto by their duty authorized representatives, after adoption and approval of this entire agreement by the Board of Education pursuant to section 4117.14 (B) of the Ohio Revised Code, have set their hands and seals this _____Day of_____, 2024.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, American Federation of State, County, and Municipal Employees, AFL-CIO

_____
Derryl Hall, OAPSE Field Representative

_____
Shonda Ferguson-Gordon, President #271

_____
Donte Dukes, Vice President #271

BOARD OF EDUCATION OF WINTON WOODS CITY SCHOOL DISTRICT

_____
Debra Bryant, Board President

_____
Steve Denny, Superintendent

_____
Randy Seymour, Treasurer



The Ohio Association of Public School Employees
AFSCME Local 4, AFL-CIO

OAPSE Local _____
Step _____

Name(s) of Grievant(s) _____ _____

_____ _____

_____ _____

Is this a Class Action Grievance? _____ Yes _____ No

Classification _____

Work Location _____

Immediate Supervisor _____

Statement of Grievance _____

_____

_____

_____

Remedy Requested _____

_____

_____

Date Presented to Management Representative _____/_____/_____

Title _____

Management Signature _____

Management's Disposition of Grievance _____

_____

_____

_____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance.

Signature of Employee _____ Date _____/_____/_____

Signature of Union Representative _____ Title _____

Withdrawal Authorization

I, _____, knowingly, hereby agree to withdraw this grievance.

Grievant's Signature _____ Date _____/_____/_____

OAPSE (Appendix B)

APPLICATION FOR PAID PERSONAL BUSINESS LEAVE DAYS

Winton Woods City schools

(To be submitted to the employee's immediate supervisor three days in advance of leave day)

Date: _____

I, _____ , hereby serve notice that I shall be absent from duty for 1/4, 1/2, 1/3, 1, 2, 3 (circle one) day (s) on _____in the A.M., Mid-day, P.M., All day, (circle one).

Signature of Applicant _____

Signature of Supervisor _____

Approved

Disapproved

Reason for denial

APPENDIX "C"

ACCUMULATION AND USE OF SICK LEAVE FOR REGULAR FULL-TIME AND REGULAR SHORT-HOUR EMPLOYEES

Each employee accumulates 1.25 days of sick leave each month or a total of 15 days each year. Because there is considerable variation in the amount of hours worked daily by different employees, it is necessary to adjust the number of sick days an employee has accumulated any time that the employee's regular work schedule is increased or decreased by 5 hours per week or more. The adjustments, such as the examples below, are made by considering how many hours of pay are represented in the sick days that the employee has accumulated. A food service worker who normally works 3 hours each day and has 100 sick days accumulated has 300 hours of sick leave time accumulated. A custodian who normally works 8 hours each day and has 100 sick days accumulated has 800 hours of sick leave time accumulated.

A. Example of an employee whose hours are increased from 3 hours per day to 8 hours per day and who has 100 sick days accumulated on the old 3 hours/day schedule:

- 3 hours/day x 100 days = 300 hours sick leave
- new schedule = 8 hours/day
- 300 hours _ 8 hours/day = 37.5 days sick leave

The accumulated sick days have been converted to the new 8-hour day schedule so that the employee now shows 37.5 days of accumulated sick leave (8 x 37.5 = 300 hours). Each month that the employee works under the new 8-hour/day schedule, the employee will accumulate 1.25 days of sick leave based on the new 8-hour day and thus accumulate the equivalent of 10 hours of sick pay each month.

B. Example of an employee whose hours are decreased or reduced from 6 hours per day to 4 hours per day and who has 100 sick days accumulated on the old 6 hours/day schedule:

- 6 hours/day x 100 days = 600 hours sick leave
- new schedule = 4 hours/day
- 600 hours + 4 hours/day = 150 days sick leave

The accumulated sick days have been converted to the new 4 hours day schedule so that the employee now shows 150 days of accumulated sick leave (4 x 150 = 600 hours). Each month that the employee works under the new 4 hour/day schedule the employee will accumulate 1.25 days of sick leave based on the new 4 hour day and thus accumulate the equivalent of 5 hours of sick pay each month.

Sick day accumulation shall be 1.25 days per month. Use of sick leave will always be to the nearest 1/4 day. When an adjustment in an employee's accumulated sick days is made, the conversion will always be made to the nearest 1/4 of a day.

The employee and management share in the responsibility of notifying the Treasurer's office when work assignment changes necessitate adjustments in accumulated sick leave.

APPENDIX "D"

Application for Sick Leave:

- **How many working days are you applying for sick leave? _____**
- **Start Date_____ End Date_____**
- **Employee Name (Printed)_____**
- **Position_____ Department/Building_____**
- **Reason for Sick Leave_____**
- Reminder: If the sick leave is more than 3 days, a fit-to-work certificate from the doctor is needed in order to get back to work.

- By signing below, I confirmed that all information in this form is true and accurate.

_____ _____

Employee's Signature **Date Signed**

_____ _____

Supervisor's Signature **Date Signed**

- Approved
- Disapproved

Appendix E

Winton Woods City School District
Support Staff Professional Interest Form

By submitting this form, you will receive consideration when openings occur in the position in which you have indicated interest. It is your responsibility to submit a new form if your interest changes or if new positions become available. Additional copies of this form are available at Central Office. Please submit this form to Courtney Wilson, Executive Director of Human Resources and Legal Affairs.

Name_____ Phone _____

Present Position_____ Building_____

Position Interested in:

_____ Aide (Classroom)
_____ Aide (IMC)
_____ Aide (Office)
_____ Aide (Special Ed.)
_____ Custodian
_____ Crossing Guard/Pony
_____ Food Service Driver
_____ Other
_____ Change in Assignment
_____ Maintenance (Craft)
_____ Mechanic
_____ Secretary C
_____ Secretary Other
_____ School Bus Driver
_____ Food Service
_____ Exempt Position

(Explain) _____

_____

Please list two in-district persons who know about your qualifications for the position you are seeking. One should be an administrator/supervisor.

_____ _____

Briefly explain why you are interested in the above position:

Signature_____ Date_____

RECEIVED BY_____ DATE_____

APPENDIX F

Ohio Association of School Employees and Winton Woods Board of Education
Collective Bargaining Agreement

WINTON WOODS CITY SCHOOLS
TUITION REIMBURSEMENT APPLICATION
& COMPLETED COURSEWORK CONFIRMATION

NAME_____

I wish to apply for reimbursement for the following credits:

University or College: _____

Name and Number of Course_____

Number of semester hrs. _____

Cost per Credit Hour: _____

Date of First Class: _____

(Tuition Reimbursement Application must be submitted prior to the first date of the class)

____ College Registration Form Attached - including actual cost of tuition

_____

To be completed after coursework:

____ College Transcript Attached - must be received by September 1st confirming successful completion of coursework

For Office Use Only

Received – Date_____Initial_____

Tuition Reimbursement

O Tuition Reimbursement form MUST be submitted for approval **Prior** to the first day of the class.

- A registration form must accompany the tuition reimbursement form. The registration form may be a copy of your online registration, a copy of the actual bill/ or statement of account from the University or a document that clearly shows the amount you are being charged for the hours. Please do not submit a generic form that does not include your name or cost of the courses.

- An official transcript must be submitted by September 1 of the effective year in order to receive reimbursement. Please note, a grade report or internet grade report is not accepted as documentation. We must have an official transcript.