

AGREEMENT  
BETWEEN THE  
BIG WALNUT SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
(OAPSE/AFSCME LOCAL 4/AFL-CIO)  
AND ITS  
LOCAL #696

July 1, 2012 - June 30, 2015

**ARTICLE 1**  
**RECOGNITION**

- 1.01 The Board of Education of the Big Walnut Local School District, hereinafter referred to as the "Board", hereby recognizes the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO) and its Local #696, hereinafter referred to as the "Union", as the sole and exclusive Bargaining Representative for all Employees now employed or to be employed in the following described Unit.
- 1.02 The Bargaining Unit includes all Employees under contract in the following classifications which are regularly assigned a work schedule:
- A. Head Cooks
  - B. Food Service Worker (all seniority will be grand-fathered).
- 1.03 The following positions shall be excluded from the Bargaining Unit:
- A. Food Service Director
  - B. Substitutes
- 1.04 The recognition of the Union shall remain in effect for the term of this Agreement. All other provisions of the Ohio Revised Code Sections 4117.05 and 4117.06 shall apply.

**ARTICLE 2**  
**PRINCIPLE**

- 2.01 All support (classified) personnel under contract and working in recognized classifications have the right to join, participate in, and assist the Union, and the right to refrain from such.
- 2.02 The Board and the Association agree that the Board's policies and practices affecting unit members and the Association's representation of interest of unit members shall be without discrimination, based on membership in the Association, race, color, national origin, creed, gender, sexual orientation, marital status, disability, or the free exercise of any right guaranteed by law, government regulation under the color of law or by this contract.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.01 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section and division (E) of section [4117.03](#) of the Revised Code.
- 3.02 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117. of the Revised Code impairs the right and responsibility of each public employer to:
- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - (2) Direct, supervise, evaluate, or hire employees;
  - (3) Maintain and improve the efficiency and effectiveness of governmental operations;
  - (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - (6) Determine the adequacy of the work force;
  - (7) Determine the overall mission of the employer as a unit of government;
  - (8) Effectively manage the work force;
  - (9) Take actions to carry out the mission of the public employer as a governmental unit.
- 3.03 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**ARTICLE 4**  
**PROCEDURES FOR CONDUCTING NEGOTIATIONS**

**4.01 INITIATING NEGOTIATIONS**

Negotiations may commence at the request of the Union or the Board within ninety (90) days of the expiration of the existing Agreement. Such requests shall be made to the State Employment Relations Board (SERB) and the Superintendent or his/her designee, the Local Union President, or the OAPSE Staff Field Representative. Upon written request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following the request.

**SCOPE OF BARGAINING**

The scope of bargaining between representatives of the Board and the Union shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. The parties may agree to and follow negotiations procedures and time lines different from those provided in this Agreement or Chapter 4117.

4.02 All meetings shall be held in Executive Session. Each negotiating team may consist of five (5) members, of which one (1) may be a Staff Field Representative of OAPSE and one (1) may be a Professional Negotiation Consultant of the Board of Education. Each party shall pay its own expenses pertaining to any Representatives incurred in Negotiations. Negotiating meetings shall be held during normal work hours (8:00 a.m. - 4:00p.m.).

4.03 The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:

- A. The time, place, and date of the next meeting.
- B. The length of the meeting in session, however, no meeting(s) except impasse meetings shall exceed three (3) hours including caucus time, unless mutually agreed upon. Upon request of either party, the meeting shall be recessed one-half (1/2) hour or less to permit the requesting party a period of time to caucus, as long as the maximum time limit of one half (1/2) hour is not exceeded, unless mutually agreed to by both parties.

- C. All issues for negotiations shall be submitted in writing by both parties at the first meeting, no additional issues shall be submitted by either party following the initial meeting unless agreed upon by both parties. All issues shall be stated in a clear and concise manner.
  - D. The agenda for each meeting shall be set in advance after the first meeting has occurred.
- 4.04 Items being negotiated will be initialed by both sides as they are agreed upon, which will only indicate the teams pledge to recommend to their respective ratifying groups the Tentative Agreement for ratification.
- 4.05 If, after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items, negotiations may continue by mutual consent. However, either party can declare impasse at the end of the forty-five (45) days.
- 4.06 A. REQUEST FOR MEDIATION
- 1. If agreement is not reached by the parties, after consideration of proposals and counter proposals, either party may petition the Federal Mediation and Conciliation Service (FMCS) to assign a mediator.
  - 2. In the event that the parties have not reached agreement thirty (30) days prior to the expiration of the contract, they shall petition the FMCS to assign a mediator.
- B. MEDIATION PROCESS
- 1. The mediation process shall commence with the assignment of the mediator and continue until a Tentative Agreement is reached, or impasse has been mutually declared. At this time the Board may give a final offer to the Union.
  - 2. The mediator shall have no authority to bind the parties to any agreement; nor shall s/he alter, modify or amend any agreement between the parties.
  - 3. The process described herein shall not abrogate the Union's right under ORC 4117.14 D.2 to conduct a lawful strike providing the following conditions are met:
    - a. The Agreement has expired.

- b. The statutorily required ten (10) days written notice (including the date and the time of commencement of the job action) has been appropriately filed.
  - c. There shall be no partial, part-time, or selected hourly strikes.
4. The procedures contained in this Article constitute the parties' mutually agreed dispute resolution procedure, and are intended to supersede any contrary provision of Revised Code Chapter 4117 (Public Employees Collective Bargaining Law).

C. ALTERNATE SETTLEMENT PROCEDURES

Nothing in this Section shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

- 4.07 When a Tentative Agreement has been reached by both teams, the Tentative Agreement will be submitted to the Union for ratification. The ratified Agreement must be returned to the Board by the Union. The Board shall, within thirty (30) days time, approve or disapprove the Agreement by appropriate motion. If either side fails to ratify or approve the terms of the Tentative Agreement, all terms previously agreed upon are null and void.
- 4.08 The President of the Local Union and the OAPSE Staff Field Representative shall sign on behalf of the Union and the President of the Board and the Superintendent shall sign the Agreement on behalf of the Board, after approval of the Board and ratification by the Union.
- 4.09 Prior to and during the period of negotiations, or impasse provisions, the Board and the Union agree to provide to each other, within a reasonable time period, information concerning the issue(s) under consideration at the expense of the requesting party, however, nothing herein shall require either party to provide confidential information compiled for the exclusive use of the bargaining team.
- 4.10 During negotiations, interim reports may be made to the Union by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.
- 4.11 News releases, either during negotiations or at the time of conclusion of negotiations, shall be made only by mutual agreement as to when and the

content of the release.

- 4.12 When agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together within five (5) days to determine the accuracy of the transcript. If the Agreement is then in proper form it shall be submitted to the Union and the Board for ratification and adoption.
- 4.13 Members of the negotiating team will be released with pay while attending negotiation meetings that are scheduled during their regular work hours. The Superintendent must approve the schedule.
- 4.14 Prior to the negotiated Agreement being presented to the Union and to the Board, both negotiating teams shall pledge to recommend adoption of the Tentative Agreement.



**ARTICLE 5**  
**SAVINGS CLAUSE**

- 5.01 Any provision of this Agreement which may become in conflict with any Federal or State Law shall be and herein modified and/or waived to conform with such law, but any such modification or waiver shall not modify or nullify any other provision thereof.
- 5.02 The Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio, the United States Government, or any Agency and Subdivision thereof, and Executive Orders of the President of the United States, pertaining to the employment and discrimination practices.

**ARTICLE 6**  
**CONTINUOUS PERFORMANCE PLEDGE**

- 6.01 The Union and any and all of its members shall not cause, engage in, or sanction any strike, slow-down, or any other such concerted action against the Big Walnut School District for the term of this Agreement. In the event of a strike following the expiration of this Agreement, the Union and its members will remain on strike until resolution of a Tentative Agreement. Any return to service for any portion of a school day during such strike will be deemed abandonment of the strike regardless of any strike notice to the contrary.
- 6.02 In recognition of this Continuous Performance Pledge, the Board agrees that there will be no Lockout of members of the Union, except if such Lockout is a result in the Board's inability to pay, which results in the closing of all regular Schools.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

- 7.01 A. A "grievance" is defined as an alleged violation, misapplication, or misinterpretation of a specified Article(s) of this Agreement. If any such grievance arises there shall be no stoppage or suspension of work but such grievance shall be submitted to the following grievance procedure.
- B. A "grievant" is an Employee or group of Employees having a grievance.
- C. A "day" in this Section shall mean any day the Big Walnut Central Office is open. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the Procedure.

7.02 **INTRODUCTION**

- A. The primary purpose of this Procedure shall be to obtain, at the lowest level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.
- B. Both parties agree that during grievance proceedings the grievance should be handled in a confidential manner.
- C. Nothing contained herein shall be construed as limiting the individual rights of an Employee having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Union, provided adjustment is not inconsistent with terms of existing Personnel Policies in effect.
- D. An aggrieved employee shall initiate action within ten (10) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than that ten (10) days, the rights of the use of the procedure described shall be considered waived.
- E. At all levels of a grievance, after it has been formally presented, at least one (1) member of the Local Union's Officers shall attend any meetings, hearings, appeals or other proceedings required to process the grievance.

7.03 **PROCEDURE**

Time limits stipulated should be adhered to strictly as maximum to insure rapid resolution to problems and issues concerned. Lack of adherence to the time limits and/or proper procedures by the Grievant shall result in the declaration that

resolution has been obtained by the last Level of hearing. Time limits may be extended by mutual agreement of all parties concerned.

A. INFORMAL

Within ten (10) days of an event or condition that an individual considers a grievance, she/he shall discuss the problem with his/her immediate Supervisor. She/he may do this alone or with his/her official Union Representative. The Grievant must inform the Supervisor in writing, that their discussion constituted the informal step of the grievance procedure, per grievance form.

B. LEVEL ONE - FORMAL

If informal discussion does not resolve the problem to the satisfaction of the Grievant, within five (5) days she/he can lodge a formal, written grievance with the immediate Supervisor. In all Levels of the formal proceedings, official Grievant Report Forms shall be made in triplicate: one (1) for the Grievant, one (1) for the Administration, and one (1) for the Union. The Grievant shall also have the right to request a meeting with the immediate Supervisor within five (5) days. If the employee so desires, she/he has the right to be represented by the OAPSE Staff Field Representative. The immediate Supervisor shall take action on the written grievance within five (5) days after the meeting with the Grievant.

C. LEVEL TWO - FORMAL

If the Grievant is dissatisfied with the action taken by the immediate Supervisor, she/he may appeal, in writing, within five (5) days to the next level of Administration, the Superintendent, for a meeting which shall take place within five (5) days after the appeal. The OAPSE Staff Field Representative shall be permitted at the option of the Employee. Action, in writing, with supporting reasons for the action, shall be taken five (5) days after the meeting.

D. LEVEL THREE - FORMAL

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the Grievant, such Grievant may appeal, in writing, to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the

right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. The aggrieved Employee shall have the right to be represented at such meeting by a representative of his Employee organization. The OAPSE Staff Field Representative shall be permitted at the option of the Employee. The Board shall meet with the Grievant to review such grievance in Executive Session, or give such other consideration as it shall deem appropriate. The Board shall act upon such appeal no later than the next regular meeting.

E. LEVEL FOUR - FORMAL

If the Grievance is not resolved at Step Two (2), the Grievant may request to take the Grievance to FMCS mediation. The mediation request shall be filed with the District Office no later than ten (10) work days following receipt of the Step Two (2) decision. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.

F. LEVEL FIVE - BINDING ARBITRATION

In the event that the grievance is not satisfactorily adjusted at Level Three, OAPSE may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within ten (10) working days of the receipt of the response at Step Three or the failure of the Superintendent's timely response.

The parties shall immediately attempt to select a mutually acceptable Arbitrator according to the voluntary rules of the American Arbitration Association.

The costs of the arbitration shall be borne by the losing party, as designated by the Arbitrator.

The Arbitrator shall be empowered only to base his decision upon the specific Articles and Sections of this Agreement, and shall have no power to add to, subtract from, or otherwise modify this Agreement, and shall be prohibited from making an award contrary to law. The decision of the Arbitrator shall be final and binding on all parties.

G. A grievance may be withdrawn at any Level without prejudice or record.

H. Copies of all written decisions of grievances shall be sent to all parties

involved: The Local Union President, the Grievant, and the appropriate Administrator.

- I. No records, documents, or communications concerning a grievance shall be placed in the personnel file or any of the participants in procedures described in this Agreement.
- J. Forms for processing grievances shall be made available through all Administrative Offices in each building, the Central Administration Office, and designated Officials of the Union.
- K. Official grievance records should be kept in a separate file that is maintained by the Treasurer of the Board. Access shall be made by the Superintendent, the President of the Local Union, or if disclosure is required by law.
- L. In the event that either side may challenge arbitrability of a grievance submitted for arbitration, the Arbitrator shall first consider and rule on the issue before conducting a hearing on the merits of the grievance. If necessary, the Arbitrator may conduct a hearing limited to the issue of arbitrability only.

**ARTICLE 8**  
**SENIORITY**

8.01 To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined, shall prevail.

8.02 The following principles shall be used to define seniority for all members of the Bargaining Unit.

A. **DEFINITIONS**

1. **SYSTEM SENIORITY** shall be defined as the length of employment by an Employee with the Board as computed from that Employee's most recent date of hire into the Big Walnut Local School District. For New Employees starting after July 1, 2012, first day of work will be used.

2. **JOB CLASSIFICATION SENIORITY** shall be defined as the length of employment by an Employee as computed from that Employee's most recent date of hire into a specific job classification. For New Employees starting after July 1, 2012, first day of work will be used.

B. New Employees shall have no seniority status until they have completed a probationary period of ninety (90) days worked, after which their seniority dates from the date of hire.

C. Employees who resign or are discharged for cause terminate their seniority.

D. Only contracted full-time or contracted part-time Employees shall accumulate seniority.

E. An Employee's System Seniority will include any seniority accumulated under another School District that has merged with or been absorbed by the Big Walnut Local School District.

F. Employees on an approved Leave of Absence shall retain seniority as provided in this Article, but shall not accrue seniority during the Leave of Absence.

G. Employees with System Seniority who change job classifications shall continue to retain their Seniority in their former job classification during the ninety (90) work day probationary period. Such Employee shall acquire

seniority in the new job classification dating from his/her most recent date of entry into the new job classification, and shall no longer accrue seniority in the former job classification.

- H. In those cases where employees have the same number of years of service, the Board will determine seniority by the following:
- New Employees, hired after July 1, 2012, first day of work
  - Board/District hire date
  - Last four digits of Social Security Number, highest number prevails



**ARTICLE 9**  
**EXTRA WORK DISTRIBUTION**

9.01 DISTRIBUTION

- A. All extra work shall be offered to all personnel on a rotation basis recognizing job classification seniority and that best meets qualifications as posted using the following formula:
1. All extra work shall be posted for five (5) days in advance, if possible. Employees shall be awarded extra work/extra day work within their own job location before it is offered to an Employee from another location.
  2. If no Employee within a job location requests the extra work, it shall be offered to the senior Employee within the job classification from the extra work sign-up list as defined in Section 9.02 of this Article.
  3. If the extra work job is not filled according to the above Sections 1 and 2, the Supervisor, at his/her sole discretion, shall assign the least senior Employee in that classification for the extra work.

If this is not possible, then a substitute may be assigned in that classification for the extra work.

9.02 WORK LIST SIGN-UP

- A. Cafeteria personnel shall have the opportunity to sign up for extra work during the first month of the school year.
- B. All extra work will be assigned on an “as needed” basis. Assignments will be assigned by classification using seniority and that best meets the qualifications as posted.
- C. If an Employee refuses extra work three (3) times, the Employee’s name will be removed from the list.
- D. New regular food service workers may sign up for extra work within the first **two** weeks of regular employment.
- E. Any extra work that is required with less than a thirty-six (36) hour notice to the appropriate Supervisor will be assigned by asking the most senior employee who best meets the qualifications of the required work, in the building first.

9.03 DEFINITIONS

- A. Extra work shall be banquets and/or activities outside the regular workday sponsored by an outside group or work that becomes available during the normal work day.

**ARTICLE 10**  
**LAYOFF AND RECALL PROCEDURE**

10.01 LAYOFF

- A. Whenever it becomes necessary to reduce the number of Employees in a job classification due to abolition of a position, lack of funds, or lack of work, probationary Employees in that classification shall be laid off first. Layoff of Classified Employees shall be made in the inverse order of seniority as defined in Article 8.
- B. Within a classification, the person with the lowest seniority in the classification affected shall be first laid off. If further layoffs are necessary the same procedure shall be used.
- C. A person laid off under Section B above, shall have the right to bump an Employee in another classification provided such Employee has held a contract at least for one (1) year in the other job classification.

10.02 RECALL

- A. A laid off Employee will be eligible for recall from his/her last known home address and phone number on the file. It shall be the responsibility of each Employee to keep the District informed of the current address and phone number.
- B. A person on layoff shall maintain his/her recall rights for a period of two (2) years from the date of layoff.
- C. In refilling vacancies caused by such layoffs. Employees shall be called in the reverse order of layoff.
- D. Notice of recall to laid off Employees shall be sent by Certified Mail to the Employee's last known home address. The Employee shall have five (5) working days after receipt of the notice to notify the Superintendent of their intention, and five (5) more working days to return to work. Receipt of the recall means the date of the signed receipt of delivery. If addressee has moved, recall date will be attempted delivery date.
- E. If the Employee does not return to work within five (5) working days, his/her name shall be removed from the layoff list and the Employee will be considered as resigning his/her position.

**ARTICLE 11**  
**EMPLOYEE EVALUATION**

11.01 Evaluation of head cooks and food service workers should be performed by the Food Service Director in conjunction with the Building Principal, with input from the head cook. Bargaining Unit Members on continuing contracts will be evaluated at least once every three (3) years. When deemed necessary, an Employee may be evaluated at any time. Prior to being placed in the file, the Employee shall initial the evaluation form. The initialing of said form shall mean that the Employee has been offered a copy of the form and does not necessarily mean that the Employee agrees with the contents. If s/he so desires, the Employee may within five (5) calendar days, present his/her views in writing of one hundred (100) words or less regarding the contents of the report. These views, so expressed, shall become a part of the official record and be included in the Employee's personnel file.

**ARTICLE 12**  
**DISCIPLINARY PROCEDURE**

- 12.01 The Big Walnut Local Board of Education sets forth the following disciplinary procedure to insure the fair, timely, and equitable treatment of its Classified Employees. Each Employee may have his/her recognized Employee representative present at any level of this procedure.
- 12.02 An Employee may be non-renewed at the expiration of a ninety (90) probationary period or a limited contract without reasons. The Board is required to follow procedural guidelines subject to the Ohio Revised Code.
- 12.03 After the investigation noted in Section 12.02, the Supervisor and/or Administrator shall determine the proper level of discipline to be administered.

12.04 **LEVEL ONE**

The Supervisor and/or Administrator shall give a verbal reprimand and counseling to prevent further occurrences. The action of the Supervisor or Administrator may be appealed to the Superintendent. There shall be no appeal from the Superintendent.

12.05 **LEVEL TWO**

A written reprimand shall be presented to the Employee by his or her supervisor in a formal meeting setting. The action of the Supervisor and/or Administrator may be appealed to the Superintendent. There shall be no appeal from the Superintendent.

12.06 **LEVEL THREE**

The Supervisor and/or Administrator shall recommend to the Superintendent a suspension without pay. The Superintendent shall conduct an investigation of the incident and meet in conference with the Employee and his/her Union representative. Within five (5) working days of the conference the Superintendent will render his/her decision in writing.

If the Superintendent recommends suspension to the Board, the Board shall act upon the recommendation at its next special or regularly scheduled meeting. The Employee may request in writing, through the Superintendent, a hearing before the Board.

Said hearing shall be held in Executive Session and the Employee may have

his/her Union representative present. The Board shall render a decision in writing within five (5) working days of the Board meeting. This decision shall be sent via Certified Mail.

- 12.07 The Supervisor and/or Administrator shall recommend to the Superintendent, termination. The Superintendent shall conduct an investigation of the incident and meet in conference with the Employee and his Union representative. Within five (5) working days of the conference, the Superintendent will render his/her decision in writing.

If the Superintendent recommends termination of the Employee's contract to the Board, the Board shall act upon the recommendation at its next special or regularly scheduled meeting. The Employee may request, in writing, through the Superintendent, a hearing before the Board in Executive Session. The Board shall render a decision in writing, within five (5) working days of the hearing. The decision shall be sent via Certified Mail.

12.08 BINDING ARBITRATION

A suspension of more than three (3) days and termination of a contract may be appealed to Binding Arbitration (Level 4 of the Grievance Procedure). Reasons for termination of contract shall be subject to ORC Section 3319.081.

- 12.09 An Employee may request the cessation of force and effect of disciplinary actions from his/her personnel file after five (5) years. This request shall be honored given that no further related instances have occurred during those five (5) years.

**ARTICLE 13**  
**JOB DESCRIPTIONS**

- 13.01 The Union shall be furnished with a copy of job descriptions of each classification covered under the terms of this Agreement upon their adoption by the Board.
- 13.02 Prior to any change in job description covered under this Agreement, OAPSE shall be notified of such changes and given the opportunity to discuss such changes and the effective date of changes.
- 13.03 Job descriptions of newly created positions shall be discussed with the Union and a copy furnished to the President of the Local prior to the effective date of such new position.

**ARTICLE 14**  
**OAPSE LEAVE PROVISIONS**

- 14.01 The Board agrees to permit the President of OAPSE Local #696 and any duly certified Delegates to attend the OAPSE Annual Conference for the duration of the Conference with continuity of salary.
- 14.02 A limit of one (1) Union Member who is elected to the State Office of President, Vice President, or Secretary of OAPSE, or as a member of the State Executive Board of OAPSE, shall be granted leave without pay to attend meetings of such bodies not to exceed fifteen (15) days in any school year. All expenses incurred shall be paid by the Union for this Union Leave, excluding pay for substitutes.



**ARTICLE 15**  
**SICK LEAVE**

15.01 Each Classified Employee employed by the Board shall be entitled to sick leave accumulation at the rate of one and one-quarter (1 ¼) days per month for a total of fifteen (15) days per year. Any Employee having more than two hundred forty (240) days on the effective date of this Contract shall retain those days. All other Employees may accumulate up to the maximum of two hundred forty (240) days. Bargaining Unit members who have accrued the maximum two hundred forty (240) sick leave days at the beginning of a school year can take up to fifteen (15) additional sick leave days per year that will not be charged against the original two hundred forty (240) days. Bargaining Unit members taking sixteen (16) or more sick leave days shall have those sick days deducted from their original two hundred forty (240) days.

15.02 For the purpose of sick leave, immediate family shall be defined as spouse, mother, father, child, grandparent, grandchild, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, any person with standing in place of any of the forgoing and any person residing in the home of the Employee for whose care the Employee has responsibility. The Superintendent will consider exceptional circumstances on an individual basis.

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, or absence due to illness or injury in the Employee's immediate family, absence due to doctor or dental appointment, and for any medically related absence either personal or in the immediate family.

After five (5) consecutive days of sick leave, the employee shall provide a written statement for the use of sick leave on a form prescribed by the board. Falsification of a statement is grounds for suspension or termination of employment. If medical attention is required, the board may require a written doctor's excuse for the use of sick leave.

The Employee shall notify his/her immediate supervisor as far in advance as possible of the approximate dates for the long term use of sick leave. After thirty (30) days this shall be reviewed by the Superintendent.

15.03 **BEREAVEMENT LEAVE**

Bereavement leave shall be granted up to three (3) days for the death of an immediate family member. Immediate family shall be defined as above in Article 15.02. Additional days may be approved by the Superintendent.

#### 15.04 PARENTAL LEAVE

- A. Pregnancy – In addition to all other leave available, up to six weeks of accrued paid sick leave will be available to Employees following the birth of a child which will be counted toward the twelve weeks of FMLA leave. Unless such leave is extended due to illness, any extension of that leave beyond six weeks will be unpaid leave.
- B. Parental – upon written request, Employee shall be granted a leave of absence without pay for a period not to exceed six weeks for care of a newborn or adopted child. If both parents are Employees, only one such parent shall be eligible for leave under this provision.

#### 15.05 FAMILY MEDICAL LEAVE ACT (FMLA)

The Board and the Union, on its own behalf and on behalf of the members of the Bargaining Unit each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 (“FMLA”) 29 USC Sections 2601 through and including 2654. The Board may designate any paid sick leave or other qualified leave to run concurrently with FMLA as provided in this Agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.

#### 15.06 SICK LEAVE DONATION

- 1. The Board and the Union will activate a sick leave donation on an “as needed” basis. When the Sick Leave Donation Committee has awarded sick leave to a member, the Local President will present the District Treasurer with a list of names for the donation of sick leave days approved by the Sick Leave Donation Committee. The District Treasurer will be notified at least two (2) pay dates prior to being requested to pay additional sick leave to a member utilizing the sick leave donation. No more than twenty (20) days of sick leave may be awarded a member at any one (1) time, provided that a member may request a hearing for additional days.

#### 2. PARTICIPATION IN SICK LEAVE DONATION BENEFITS

Bargaining unit members are eligible for a loan of sick leave if all of the following conditions have been satisfied:

- (a) The member has exhausted his or her accumulated and unused sick leave together with any advancement of sick

leave as defined in Article 20.

- (b) The member is not eligible for disability retirement under the regulations of the School Employees Retirement (SERS).
- (c) The member is suffering from serious personal illness or injury, or requires additional sick leave due to the serious health impairment of a family member (as defined in this Article) of a sufficiently severe nature as to warrant extraordinary relief as determined by the Sick Leave Donation Committee and otherwise approved as provided in this section.

A member who has exhausted a loan of sick leave may request and receive an additional loan of sick leave days from Sick Leave Donation upon the approval of the Superintendent.

3. APPLICATION FOR SICK LEAVE DONATION BENEFITS

Qualified bargaining unit members may apply for a loan from the Sick Leave Donation. Application shall be made to the Superintendent who will refer the application to the Sick Leave Donation Committee or create such a Committee for the consideration of the request. The recommendation of the Sick Leave Donation Committee will be forwarded to the Superintendent for approval or rejection. The Superintendent may either approve the recommendation as submitted, approve a fewer number of days or reject the application. If the application has been approved for a fewer number of days than recommended by the Donation Committee or rejected, the applicant may appeal the Superintendent's decision to the Board of Education. Any such appeal will be considered at the next regularly scheduled meeting of the Board of Education. The applicant will be notified of the decision of the Board of Education no later than three (3) days following the Board of Education meeting.

The decision of the Board of Education shall be final and no grievance may be brought challenging any action of the Donation Committee, the Superintendent or the Board granting, modifying or denying any request for the advancement of sick leave days under this section.

4. SICK LEAVE DONATION COMMITTEE

The Sick Leave Donation Committee shall consist of two (2) union members designated by the President of the Local and two (2)

representatives appointed by the Superintendent. The Donation Committee shall consider individual requests for the advancement of sick leave from the Sick Leave Donation and submit a written recommendation to the Superintendent. The recommendation shall include determination of whether or not the criteria for the advancement of sick leave set forth in the section have been satisfied. A separate committee may be designated for each individual request as determined by the Superintendent and the Local President.

**ARTICLE 16**  
**PERSONAL BUSINESS LEAVE**

- 16.01 Classified Employees shall be granted no more than three (3) days in any Contract year, without loss of pay, for the conduct of personal business. Except in cases of urgent necessity, application for such leave shall be made in writing to the Superintendent five (5) days prior to the beginning of such leave. No more than one (1) food service worker per building may be off on personal leave on any one day. In cases of urgent necessity the Superintendent may approve leave for more than the number of employees listed above. If more than one (1) Employee in a building has requested the same day, the request will be granted to the Employee whose request was first received.
- 16.02 Personal leave shall not be authorized for purposes such as the following:
- A. Gainful employment
  - B. Absences covered by the sick leave provision
- 16.03 Employees with a personal leave balance above two (2) days at the end of the school year shall have that balance (above two (2) days) transferred to accrued sick leave.

**ARTICLE 17**  
**LEAVE OF ABSENCE**

- 17.01 In accordance with the provisions of ORC Section 3319.13, the Board may grant an unpaid leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request. This provision is not intended to limit other requirements of ORC Section 3319.13 as they affect Bargaining Unit Employees. If an employee fails to return from a Leave of Absence it shall be deemed as a formal resignation.
- 17.02 Upon the granting of the leave, the Employee shall continue to be carried on the payroll records for the purpose of eligibility for any group insurance plan. The Employee must make the monthly payments in the amount of the total monthly premium within the first week of each month.

**ARTICLE 18**  
**ASSAULT, JURY, AND PROFESSIONAL LEAVES**

**ASSAULT LEAVE**

- 18.01 In the event that an Employee is required to take a leave because of a physical assault resulting in total temporary physical disability; she/he shall be entitled to assault leave payment. Assault leave payments shall be the regular rate of pay less any other benefits received that relate to the assault, except medical payments received from Worker's Compensation. An assault must be the direct result of proper actions taken by an Employee in the course of performing his/her duties.
- 18.02 Assault leave shall begin with the first day of absence from work due to the assault injury, but she/he may not accumulate sick leave during assault leave.
- 18.03 Assault leave shall not be deducted from accumulated sick leave days.
- 18.04 To qualify for assault leave an Employee must file claim with the Bureau of Worker's Compensation.
- 18.05 A certificate must be furnished by a physician stating the nature of the disability and the expected period of recovery time. To be entitled to compensation for assault leave the Employee must file a written report with the Superintendent stating the facts, identifying the assailant, and stating the name and address of all witnesses (if known).
- 18.06 No leave shall be granted for longer than thirty (30) work days from the date of the assault, unless so authorized by the Superintendent.

**JURY DUTY - COMPULSORY COURT APPEARANCE**

- 18.07 A bargaining unit member, upon written request to the Superintendent, shall be granted leave for the number of days or partial days needed to serve on jury duty. The bargaining unit member shall receive his/her normal pay during jury duty service and any check for jury payment. A leave form shall be submitted when the bargaining unit member becomes aware of the need to use jury duty leave.

A bargaining unit member who is subpoenaed to appear as a witness in a school/business activity case shall be granted paid leave for the number of days or partial days needed to give testimony. A written request shall be submitted to the bargaining unit member's immediate supervisor as soon as the need for such leave is known.

## **PROFESSIONAL LEAVE**

18.08 Upon approval of the Superintendent or his/her designee, professional leave shall be granted for the purpose of professional development activities that will benefit the District. Any Bargaining unit member desiring such leave shall submit a written request to the Superintendent or his/her designee no later than three (3) days prior to the date(s) of the leave. This notification may be waived by the Superintendent or his/her designee in cases of emergency.

Bargaining unit members shall receive reimbursement for necessary and actual expenses incurred for such leave or meetings or functions, in an amount not to exceed one hundred sixty-five dollars (\$165.00) per bargaining unit member, per instance for registration, lodging, and/or meals. Additional expenses may be reimbursed on approval of the Superintendent or his/her designee. Mileage will be reimbursed at the then current IRS approved mileage expense deduction rate.

Itemized bills shall be submitted for reimbursement on appropriate forms (actual hotel receipts and a daily tabulation for meal expenses must be attached).



**ARTICLE 19**  
**CALAMITY DAYS**

19.01 A calamity day is a school day when school is closed or delayed due to epidemic, inclement weather, or other calamity. Calamity days over the state allotted days are required to be made up and Employees will not be compensated for working these makeup calamity days. When schools are closed due to epidemic or other calamity, Employees shall be paid at the regular rate of pay and not have sick leave or personal leave charged against their accounts. Employees who are required to work on a calamity day (when school is closed) shall be paid normal calamity day pay, as well as time and one-half for all hours worked. If an employee is at work when the calamity day is declared the employee shall receive time and one-half for all hours worked as well as the calamity day pay. On days when the start of school is delayed due to inclement weather, bargaining unit members shall be required to report to work as early as the weather and road conditions permit.

**ARTICLE 20**  
**HOURS OF WORK**

- 20.01 The standard work week shall not exceed forty (40) hours in any one (1) calendar week. A calendar week begins on Monday and runs through Sunday. An Employee shall receive his/her regular straight time rate for all scheduled hours actually worked. S/he shall receive one and one-half (1-1/2) times his/her regular hourly rate of pay for hours worked in excess of forty (40) per week.
- 20.02 All overtime work must be authorized by the Superintendent or his/her designated Representative.
- 20.03 There shall be no pyramiding or duplication of overtime hours.

**ARTICLE 21**  
**REPORT PAY**

21.01 When an Employee is assigned or called to the school by reason of an emergency on a day s/he is not regularly scheduled to work, s/he shall work and be compensated at his/her regular rate for a minimum of one (1) hour. If hours accumulate to more than the forty (40) hour work week, such compensation shall be at time and one-half (1-1/2) times his/her regular hourly rate.

21.02 There shall be no pyramiding or duplication of wages paid.

**ARTICLE 22**  
**EMPLOYMENT REQUIREMENTS**

22.01 The Board agrees that if any Bargaining Unit Employee is required by the Board to have a physical examination, the Board shall pay the full cost of such examination if the Employee consults a physician appointed by the Board, or the Board shall pay up to Thirty Dollars (\$30.00) for a physician of the Employees choosing.

After an Employee has successfully completed a ninety (90) day probationary period, the Board agrees to reimburse for fingerprinting, background checks and TB testing for all newly hired and current Employees, if required.

22.02 If any additional examinations are required by the Big Walnut Local Board of Education the requirements of Section 22.01 shall apply.

**ARTICLE 23**  
**MISCELLANEOUS PROVISIONS**

- 23.01 The filing of any willfully false statement by an Employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.
- 23.02 Unless the work is of an emergency nature, no supervisory personnel shall perform work of a type normally performed by a Member of the Bargaining Unit.

**ARTICLE 24**  
**LABOR MANAGEMENT COMMITTEE**

- 24.01 The Labor Management Committee shall consist of Representatives of the Union and the Board. The main function shall be to confer on matters or concerns dealing with the overall operation of the School System as it pertains to the Cafeteria.
- 24.02 Representatives will be: From the Union - President and/or two (2) members; From the Board - Superintendent or his/her designee and/or two (2) other Administrators who are Supervisors.
- 24.03 Upon request this committee shall meet on an as needed basis to discuss matters of concern. Arrangement and agenda will be agreed to before the meeting.

**ARTICLE 25**  
**PAYROLL DEDUCTIONS**

25.01 The Board agrees to deduct dues for every Employee who authorizes the Board to do so in writing, and to remit to the OAPSE State Treasurer monthly together with a list showing the name of Employees and the amount deducted.

25.02 Deductions shall be in twenty four (24) installments beginning in October.

25.03 Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deductions authorization may be revoked by an Employee during a ten (10) day period beginning August 22 and ending August 31 yearly. Written notice of revocation shall be served upon the Treasurer and the OAPSE State Treasurer.

25.04 The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

25.05 In recognition of the Union's services to the Bargaining Unit, all individuals in the Bargaining Unit shall either be Members of the Union or share in the financial support of the Union by paying the Union a Service Fee not to exceed the amount of dues uniformly required of Members of Local #696 of the Ohio Association of Public School Employees (OAPSE).

A. All Employees must pay by payroll deduction, service fee, or membership, starting with the first pay in October made in twenty four (24) installments.

B. It shall be the responsibility of the Union to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the Unit Member which are not directly related to the purpose of administration of, or negotiating, the Agreement or processing of grievances.

C. Payments by Unit Members holding religious conscientious objections shall be governed by ORC 4117.09.

D. The Board's obligation to deduct the Fair Share Fee shall terminate upon a change to a position outside of the Bargaining Unit.

25.06 The Union agrees to indemnify and hold the Big Walnut Board of Education harmless from any and all claims, suits, or any other action arising from the Organizational Security provision complying with this Article.

25.07 The Employer agrees to deduct from the wage of any Employee who is a

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



**ARTICLE 26**  
**WAGES**

26.01 Effective July 1, 2006, Employees shall receive at least Twenty three cents (.23) step increase for step 0-10, step 11-15 Twenty four cents (.24) and step 16-20 Twenty five cents (.25).

26.02 All Elementary Head Cooks shall receive \$1.60 per hour in addition to the hourly wage and step increase. All Intermediate School, Middle School, and High School Head Cooks shall receive \$2.00 per hour in addition to the hourly wage and step increase.

Any Employee who works in the Head Cook Classification for more than five (5) consecutive days shall be paid at that higher rate of pay.

26.03 Effective July 1, 2012, all Employees shall receive an increase in the amount of two and eight tenths percent (2.8%) on all steps of the salary schedule

Effective July 1, 2013, all Employees shall receive an increase in the amount of two and eight tenths percent (2.8%) on all steps of the salary schedule.

Effective July 1, 2013, all Employees shall receive an increase in the amount of two and eight tenths percent (2.8%) on all steps of the salary schedule.

At the Board's discretion, a maximum of three (3) years [steps 0 through 2] of the experience may be granted to new bargaining unit members for experience within the immediately preceding three (3) year period prior to beginning work with the Big Walnut Local School District.

26.04 Effective July 1, 2006, any Employee who has exhausted all steps on the wage schedule shall be eligible for a yearly longevity payment beginning with the 21<sup>st</sup> year of service in the amount of seven hundred fifty dollars (\$750.0). This shall be paid in two (2) equal payments, one (1) the pay period prior to Christmas vacation and the second payment on June 30.

**ARTICLE 27**  
**HOLIDAY PAY**

27.01 The following nine (9) holidays shall be recognized as paid holidays for all Bargaining Unit Employees:

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

27.02 Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays.

27.03 In order to be eligible for holiday pay, an Employee must accrue earnings on his last scheduled workday prior to such holiday and his first scheduled workday following such holiday, unless on either of such days the Employee was on an excused absence or on sick leave for which pay was granted.

27.04 Holidays falling on Saturday shall be celebrated on the preceding Friday unless the preceding Friday is a regularly scheduled day of pupil attendance, in which event, the Monday following the Saturday shall be celebrated as the holiday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the Employee otherwise eligible for holiday pay shall be paid the equivalent of one (1) day's pay his/her regular rate for such holiday in addition to his/her normal pay for that day.

27.05 In the event the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for classified personnel in this provision, then the designated holidays herein may be changed, provided that the number of paid holidays for Employees in each classification shall not be reduced in number.

27.06 Employees who are scheduled to work on a designated holiday shall be paid at a rate of double time (2X).

**ARTICLE 28**  
**TRAVEL ALLOWANCE**

28.01 Any Employee required to use his/her own vehicle to perform assigned duties for the Board shall be paid at the current IRS rate.

**ARTICLE 29**  
**RETIREMENT**

- 29.01 Severance pay will be paid in accordance with the Big Walnut Local Board Policy as follows:
- A. Ten (10) years of service with the Big Walnut Local School System is required for eligibility.
  - B. The rate shall be one-fourth (1/4) of the first two hundred forty (240) accumulated sick days.
  - C. An additional severance payment shall be for all accumulated and unused personal leave to a maximum of five (5) days.
- 29.02 Payments under this provision shall be based on the Classified Employee's per diem rate at the time of Retirement.
- 29.03 In order to qualify for Retirement pay under this Section, written evidence of the Employee's approval for Retirement Benefits from the School Employees Retirement System (SERS) must be received by the Superintendent within one hundred twenty (120) days from the date of separation of service with the Big Walnut Local Schools. The payment of Retirement pay shall be made only once to any one (1) Employee and shall result in the cancellation of all accumulated sick days.
- 29.04 The Big Walnut Local Board of Education agrees with Local #696 of the Ohio Association of Public School Employees (OAPSE) to the SERS "pickup" utilizing the salary reduction method of contributions to SERS paid upon behalf of the Employees in the Bargaining Unit, at no cost to the Board, under terms as follows:
- A. The amount to be "picked-up" on behalf of each Employee shall be the percentage of the Employee's gross annual compensation established by SERS. The Employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purposes of determining State and Federal Tax only.
  - B. The "pick-up" percentage shall apply uniformly to all Members of the Bargaining Unit as a condition of employment.
  - C. No Employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer "pick-up".

- D. Payment for all paid leaves, sick leaves, personal leave, and severance, including Unemployment Compensation and Worker's Compensation, shall be based on the Employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).
- E. Each Employee will be responsible for compliance with the IRS salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation.

**ARTICLE 30**  
**ENTIRE AGREEMENT CLAUSE**

30.01 This Agreement between the Big Walnut Local School Board and the Ohio Association of Public School Employees (OAPSE/AFSCME) and its Local #696 shall be in effect from July 1, 2012 through June 30, 2015. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth herein and the parties agree that this Agreement constitutes the entire Agreement between them.

Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the Schools as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules and regulations not contained herein shall not be binding upon the parties of this Agreement.

**ARTICLE 31**  
**PAY DATES**

- 31.01 All Classified Employees salaries shall be calculated over twenty-four (24) equal pay dates.
- 31.02 When a pay date falls on any day other than a normal working day ( e.g., weekend or holiday), the pay date shall be the preceding normal work day (e.g., Friday, or the last day before the holiday).
- 31.03 All employees must utilize direct deposit for payroll.

**ARTICLE 32**  
**INSURANCE**

32.01 The Board will pay the Board offered insurance coverage for all Employees at the following rates:

	<b><u>BOARD SHARE</u></b>	<b><u>EMPLOYEE SHARE</u></b>
30 + HOURS	85%	15%
20- 29 HOURS	50%	50%

Employee share not to exceed \$260.00 per month for family coverage and \$125.00 per month for single coverage.

For the purposes of insurance, employees hired before July 1, 2006, shall be eligible to receive health insurance benefits if they work fifteen (15) or more hours per week.

32.02 The Board will pay seventy-five percent (75%) of the Dental Insurance premium for all Employees working six (6) or more hours per day/thirty (30) hours per week not to exceed forty dollars (\$40.00) per month. Any premium in excess of this amount will be paid by the Employee. The Board will pay seventy-five percent (75%) of the dental insurance premium for all Employees working less than six (6) hours per day and less than thirty (30) hours per week not to exceed twenty dollars (\$20.00) per month.

32.03 The Board agrees to furnish Life Insurance to all Bargaining Unit Members in the face amount of Thirty Thousand Dollars (\$30,000).

32.04 Through the life of this Contract, the Board may change Insurance carriers. Any change in benefits shall be made by mutual agreement between the Board and the Union.



**ARTICLE 33**  
**JOB VACANCIES, POSTINGS, BIDS AND TRANSFERS**

- 33.01 No Employee shall be temporarily assigned to work in a work location other than the Employee's normal work site for a period in excess of five (5) working days without the written consent of the Employee.
- 33.02 Any Employee who has consented to remain at a work site other than the Employee's normal work site, for a period in excess of five (5) working days may at any time request in writing to be returned to the regular work site. This request shall be granted within ten (10) working days after the receipt by the Board of the written request.
- 33.03 When a new position is created or an existing position becomes vacant, the job shall be posted. All vacancies shall be posted by the Board for not less than seven (7) working days at all work locations prior to being filled and shall be filled within ten (10) work days from the close of the posting. Unless due to a lack of work, change in job duties, declining enrollment, or a change in technology warrants a reduction in hours, when a job is vacated it shall be posted and filled at the same or greater number of hours as it was vacated. Vacancies in the summer will be posted and filled on or before the last board meeting before the first workday of the school year.
- 33.04 Any Employee in the Bargaining Unit may file notice that they desire to bid the position. The Superintendent or designee shall interview all candidates. The Employee with the highest system seniority that also best meets the qualifications as posted shall be awarded the position.
- If no one from the Bargaining Unit is selected to fill the position, the Board may hire an individual outside the Bargaining Unit.
- A. Any Employee on leave during the period of the posting shall be mailed a copy of the notice by First Class Mail on the date the position is posted.
- B. Any Employee on leave shall have the right to have his/her Building Representative file for the transfer in his/her behalf.
- 33.05 Employees who successfully bid or transfer to new positions or vacant positions shall have the right to return to their previously held position within fifteen (15) working days after the Employee's first day working in his/her new assignment. The Superintendent shall also have the right, within fifteen (15) working days, to return the Employee to his/her previously held position, with cause. Employees who successfully bid to a new classification, shall serve a probationary period of ninety (90) working days, then remainder of the school year, then continuing

contract will remain in effect. This applies to new employees, and current employees retroactive to January 1, 2012.

33.06 A substitute/extra help employee shall not be used for more than ninety (90) work days, unless being used to fill for an employee on long-term leave.

33.07 If hours are needed to be added to an Employee due to a new program, initiative, or increase in student enrollment that would take the employee from a two (2) hour position to a three (3) hour position, or a three (3) hour position to a position that is no more than four (4) hours, the new position does not need to be posted provided there is no increase in benefits to the Employee. The increase in hours will first be offered to an Employee within the building, should the Employee decline, the position will be posted.

**ARTICLE 34**  
**LENGTH OF EMPLOYEE CONTRACTS**

34.01 Classified Personnel Employees for the Big Walnut Local Schools shall receive contracts as follows:

- A. First contract shall be for a probationary period of ninety (90) work days.
- B. Second contract shall be for the balance of the first year.
- C. Third contract shall be a two (2) year contract.
- D. Fourth contract shall be a continuing contract.

34.02 Employees hired between January 1 and June 30 shall receive employment contracts as follows:

- A. First contract shall be ninety (90) work days for a probationary period.
- B. Second contract, shall be for the balance of the school year.
- C. Third contract shall be a one (1) year contract.
- D. Fourth contract shall be a two (2) year contract.
- E. Fifth contract shall be a continuing contract.

If an employee has not completed the ninety (90) work day probationary contract before July 1, the third contract shall be a two (2) year contract.

**ARTICLE 35**  
**MERGE, CONSOLIDATION, OR REORGANIZATION**

35.01 In the event that Members of the Bargaining Unit are employed by another Employer because of merger, consolidation, or reorganization of any type, the terms and conditions of this Agreement will be binding upon all Members of the resulting Bargaining Unit.

**ARTICLE 36**  
**DRESS CODE**

36.01 Dress code for all Employees shall be modest, clean and properly fitted clothing appropriate for the related job. Blue or dark colored jeans and inappropriate T-Shirts will not be acceptable attire. Blue jeans may be worn on specified "Dress Down" days as set by the Building Administrator.

Good personal hygiene is required in the food service area.

36.02 All employees shall be reimbursed \$125.00 annually for the purchase of shoes (mainly white) or white, tan or khaki pants (jeans or uniform). All reimbursement requests shall be submitted no later than November 30 of each year.

**ARTICLE 37**  
**SUB-CONTRACTING**

37.01 No employee/position will be replaced or suffer a loss of wages/hours or benefits because of an outside contractor.

**ARTICLE 38**  
**ATTENDANCE AWARD**

38.01 Annual attendance payments shall be earned per the following and paid within forty-five (45) days of the last day of school:

<u>Days Missed</u>	<u>Award</u>
Less than 1 day	\$400.00
1 day but less than 2 days	\$300.00
2 days but less than 3 days	\$200.00
3 days but less than 4 days	\$100.00

Days missed for this article shall mean sick and/or personal days.

**ARTICLE 39**  
**MASTER AGREEMENT**

39.01 This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Board of Education of the Big Walnut Local Schools and the Ohio Association of Public School Employees (OAPSE/AFSCME) Local 4/AFL-CIO and its Local #696.

39.02 The terms and conditions of the within Agreement are effective for the period commencing July 1, 2012 and terminating June 30, 2015.

FOR THE BOARD:

FOR THE UNION:

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
STAFF FIELD REPRESENTATIVE

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
LOCAL #696 PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE