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STATE EMPLOYMENT
RELATIONS BOARD

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Agreement

Between the
Westerville City School District
and
OAPSE/AFSCME Local 4/
AFL-CIO and Its Local #719

4

Effective
July 1, 2010 – June 30, 2012

2010 LOCAL 719 NEGOTIATIONS TEAMS

Local 719 team members:

Dale Grossman, Local 719 President
Barbara Hatfield, Vice President
Shirley Timberlake, Treasurer
Phillip Priest, Mechanic
Stephen Sullivan, Bus Driver
Chad Caldwell, OAPSE Representative

Westerville City Schools Board of Education team members:

Curtis Jackowski, Executive Director, Human Resources & Employee Relations
Christopher Wanner, Ph.D., Collective Bargaining Specialist
Mark Hershiser, Chief Operating Officer/Asst. Superintendent
Diana Brown, Board Legal Counsel
Laura Hendricks, Assistant Treasurer
Robert Lynde, Director, Transportation
Mike Ward, Manager, Custodial Services

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ARTICLE 1

AGREEMENT AND DEFINITIONS

1.01 This Contract, entered into between the Westerville City Schools Board of Education, hereinafter referred to as the Board, and Local #719 of the Ohio Association of Public School Employees, AFSCME Local 4/AFL-CIO, hereinafter referred to as the Union, represents the entire and complete understanding of the parties on all items negotiated herein.

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

1.03 Therefore, for the life of this Contract, the Board and the Union each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Contract.

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

1.05 DEFINITIONS

A. Run—A sequence of bus stops for the purpose of transporting students, usually grouped by grades, from home bus stops to school, from school to home bus stops or a combination of both.

B. Route—A sequence of two (2) to six (6) runs.

C. Kindergarten midday runs— Usually consists of two (2) runs. These midday runs will be made up of transporting kindergarten students from school to home bus stops, transporting kindergarten students from home bus stops to school or a combination of both.

D. Career Center midday runs—will usually consist of transporting students from schools to other schools or specified locations.

E. Shuttles—trips from one school to another school for the purpose of transporting students to classes.

F. Work Study—trips within the district to various locations to serve the needs of Special Ed/Special Needs students. Lift buses may be needed.

G. Field trips - A field trip shall be defined as any transportation assignment that is scheduled through a trip request form from the building principal, department head, teacher, coach, or group advisor. Any field trip that does not have an assigned driver forty-eight (48) hours prior to departure shall be deemed an emergency.

H. Drop-off/Pick-up (DOPU) Field trips – A field trip that begins and ends on the same day at the same location and is submitted on the same request form where the supervisor/administrator or his/her designee has determined it is not required to remain at the site during the duration of the activity. Drop-off/Pick-up field trips are those field trips that are estimated to be longer than six hours and within a fifteen mile (15) radius of the bus compound. Excluded are in-district trips during school hours to locations such as the Hanby House, Parks and Recreation, and Inniswood.

ARTICLE 2

MANAGEMENT RIGHTS (BOARD OF EDUCATION RIGHTS)

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

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

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

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

ARTICLE 3

RECOGNITION

3.01 The Board recognizes Local #719 of the Ohio Association of Public School Employees, hereinafter referred to as "the Union", as the sole and exclusive bargaining representative for all full-time regular employees in the following classifications: Contract Driver, Mechanic Technician, and Mechanic Technician Helper. Employees excluded from the bargaining unit are those employed in the following classifications or positions: Supervisors, Substitutes, and any and all other positions in the school district.

3.02 This recognition will remain in effect for the term of this Contract.

ARTICLE 4

UNION RIGHTS

4.01 PAYROLL DUES DEDUCTIONS

A. The Board agrees to deduct dues from the wages of unit members for payment to the Union upon presentation of a written authorization individually executed by any unit member.

B. Monthly payroll deduction of dues shall be forwarded to the OAPSE State Treasurer with a printout of each unit member for whom deductions have been made.

C. If the dues deduction is not revoked, it shall continue. Such revocation must be in writing and submitted by the unit member between August 21 and 31 to the District Treasurer with a copy to the Union Treasurer. Those unit members who have dues deducted in accordance with 4.0l A. and terminate service with the District prior to the end of the dues deduction period (other than due to death) shall have only the dues owed for the months actually worked prior to termination of service being deducted less the local dues. The unit member shall also provide a copy of his/her termination notice to the Local Union Treasurer. The amount of the remaining dues owed shall be certified by the Union Treasurer to the Board Treasurer.

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

E. Beginning with the first pay in October, deductions shall be made in equal installments through the last pay in May.

1. The Board will provide the Union with current W-2 information relative to wages by April 1 each year.

2. The amount of the dues deduction shall be specified by the Union President and submitted in writing to the Board's Treasurer by September 15 of each year.

4.01A P.E.O.P.L.E.

A. The Board agrees to deduct from the wages of any employee who is a member of Union, a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) donation as provided for in written authorization from the employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Board. The Board agrees to forward P.E.O.P.L.E. deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

B. The Union shall provide the Board's Treasurer the list of those unit members who authorized payroll deductions and the amount to be deducted for each unit member. This shall be done no later than September 15th each year.

C. The union will be charged an administrative fee annually for processing.

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

4.02 FAIR SHARE FEE

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

A. Each bargaining unit member who is not a member of the Union by September l, 1986 shall have equal payroll deductions begin in keeping with 4.01 E. above as a fair share fee which shall not exceed the dues paid by members of the Union. The Union will provide a list of names to the Board's Treasurer of those unit members who are not members of the

Union and the total fair share fee to be deducted for each. Newly hired unit members shall have their fees pro-rated for the remaining deductions.

B. If a unit member subject to 4.02 ends employment before all deductions have been made, the remaining fees owed will be deducted from his/her final check. The amount of the remaining fees owed shall be certified by the Union Treasurer to the Board Treasurer.

C. 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 related to the purposes of enforcing or negotiating the Contract or grievances.

D. The Union agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section provided that:

1. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.

2. The Board notifies the Union in writing and within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed.

3. The Board agrees to permit the Union or its affiliated organizations to intervene as a party if it so desires, and/or to not oppose the Union or its affiliated organizations' application to file briefs *amicus curiae* in the action.

4.03 MEETINGS

All unit members who are required to attend any meeting called by the supervisor or other administrator will receive a minimum of one-half (1/2) hour's pay. The rate of pay will be based on the unit member's hourly wage. No pay will be given for attending meetings during the assigned workday. Meetings shall not be scheduled on OEA/NEA Day or parent-teacher conference days. The Administration will identify current contract workdays drivers are not working, for continuous improvement activities mutually planned.

4.04 LABOR MANAGEMENT COMMITTEE

The Committee may consist of four (4) (three contract drivers and one (1) mechanic technician/mechanic technician helper) members from the bargaining unit and the OAPSE Staff Representative and four (4) members representing the Board. The Union and Board shall meet monthly (except during any school break) unless it is mutually agreed on that no issues need to be discussed. Meetings shall be conducted according to current by-laws and any amendments agreed upon by the Committee members.

This Committee shall be utilized to improve communications between labor and management and to deal with any problem arising out of this relationship. This committee shall have the ability to determine if an informational meeting with members of the bargaining unit is necessary. These meetings may or may not be deemed as mandatory. Renegotiation of the Contract or grievances shall not be a function of this Committee. Clarification of the existing language or the grievance procedure may be a function of this Committee.

4.05 EVALUATION/REBUTTAL PROCEDURE

Bargaining unit members shall have the right to write a rebuttal on any evaluation. Such rebuttal shall be included in the personnel file with the evaluation.

Such rebuttal shall be written on the evaluation form in a space provided for such rebuttal, and all evaluations shall be in writing and signed by the bargaining unit member. Such signature only indicates receipt of the evaluation and does not acknowledge agreement to the evaluation.

4.06 POLICIES, RULES AND REGULATIONS

A copy of all policies, rules and regulations pertaining to classified employees shall be sent to the Union President as they become available.

4.07 DRIVER ABSTRACTS

A. The Board agrees to pay for all driver abstracts required.

B. If a contract driver cannot obtain a commercial driver's license (CDL) due to testing procedures and his/her failure of such, he/she will be placed on an unpaid leave of absence until such time he/she obtains a license. The unpaid leave will be granted for a maximum of one hundred twenty (120) calendar days. Upon obtaining such license as required, the employee will be returned to his/her previously held position and route. The employment of an employee who does not obtain renewal of the required license prior to the expiration of an unpaid leave of absence granted

pursuant to this Section is to be considered resigned from their employment with the Westerville City Schools.

ARTICLE 5

NEGOTIATIONS PROCEDURES

5.01 COVERAGE AND NOTIFICATION

During successor Contract negotiations, the parties agree to negotiate wages, hours, fringe benefits, terms and conditions of employment and the amendment, modification or deletion of a specific provision of this Contract. Either party who desires to negotiate a successor Contract shall file a Notice to Negotiate with the State Employment Relations Board (SERB) and serve a copy upon the other party. Notice to Negotiate from the Union shall be served on the Superintendent and Notice to Negotiate from the Board shall be served upon the Union President.

If neither party notifies the other within the prescribed period of time, the Contract will continue in full force and effect for one (1) calendar year from the expiration date.

5.02 SUBMISSION OF ISSUES

All proposals for successor Contract negotiations shall be exchanged by the Board and the Union following the first meeting on a mutually agreed date. Proposals shall in form and detail specify that to which agreement is sought. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. The items proposed shall constitute the total for negotiations, and no additional proposals may be brought to the table unless otherwise mutually agreed by the parties.

5.03 RIGHTS OF INDIVIDUALS

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

5.04 NEGOTIATION TEAMS

The Board and the Union shall be represented at all meetings by a team of negotiators not to exceed four (4) members each, the OAPSE Staff Representative, and the Board Consultant. The Union team shall include one (1) Mechanic unless none are able or willing to serve. Neither party in any

negotiations shall have control over the selection of the negotiation team of the other party. In addition to the negotiating teams, each team shall be authorized to admit no more than one (1) consultant to the negotiation meetings. Consultants may address members of the teams as may be desired. No more than one (1) consultant may be permitted to address the negotiators at one time. The intended use of such consultants shall be communicated to the Board or the Union prior to all negotiation meetings.

5.05 NEGOTIATIONS MEETINGS

Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date and time for the meeting.

5.06 CAUCUS

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a mutually agreed upon reasonable period of time to caucus, not to exceed one-half (1/2) hour.

5.07 EXCHANGE OF INFORMATION

The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, upon reasonable request, all available public information in the usual form maintained pertinent to the issues under negotiations. Such information shall be submitted to the requesting party not later than seven (7) workdays from the time of the request.

5.08 PROGRESS REPORTS

Progress reports, with respect to negotiations, shall be made by mutual consent of both parties, with the exception of progress reports to the Board and Union.

5.09 IMPASSE PROCEDURE

A. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the parties have solidified and have become intransigent pertaining to unresolved issues.

C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.

D. The parties shall jointly request a mediator, through the Federal Mediation and Conciliation Service.

E. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

F. The mediator shall have no authority to recommend or bind either party to an agreement.

5.10 AGREEMENT FINALIZATION

A. As negotiation items receive tentative agreement, they shall be reduced to writing and signed by the chair of each party.

B. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union for ratification. Within thirty (30) days from the time the agreement is ratified by the Union and is presented to the Board, the Board shall take action upon the recommendation submitted.

C. While no final Contract shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

D. When approved by the Board, the Contract shall be signed by both parties and shall become a part of the official minutes of the Board.

E. All negotiated benefits shall be implemented on the dates stated in the negotiated Contract.

F. Any agreement reached and accepted by the Union and the Board shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Contract.

5.11 CONSISTENCY WITH LAW

If any provision of this negotiated Contract shall be found to be unlawful by a court of competent jurisdiction, such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any

provision found to be unlawful shall be changed to conform with law through negotiations between the Board and the Union. These negotiations shall take place at the most expedient and mutually agreeable time.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 DEFINITIONS

A. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a written provision of this negotiated Contract.

B. A grievant shall mean a person, the Union, or a group. All grievances shall be signed by the grievant, Grievance Chairperson, and/or Local President.

C. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

6.02 RIGHTS OF THE GRIEVANT AND THE UNION

A. A grievant may, at his/her option, be accompanied at all formal steps of the Grievance Procedure by a representative of the Union.

B. The purpose of these procedures is to secure at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate.

C. Where the grievance involves a reduction, removal, or suspension of more than three (3) days, the unit member shall be furnished with a copy of the order for reduction, removal, or suspension stating the reasons therefore.

D. The grievant may file an appeal of such order as denoted in 6.02 C. above to the Personnel Board of Review in accordance with O.R.C. 124.34.

E. The existence of this Grievance Procedure shall not be deemed to require any unit member to pursue the remedies herein provided and shall not impair or limit the right of any unit member to pursue any other remedy available under law, except that in the event the unit member submits a grievance and also pursues any other remedy available under law, the employee shall be deemed to have elected such other remedy and shall be foreclosed from any further action on such grievance under this

Grievance Procedure unless so ordered by a court of competent jurisdiction. An appeal may be filed with the Personnel Board of Review during the grievance process to allow the Union to satisfy the appeal period of Section 124.34 of the O.R.C.

6.03 TIME LIMITS

A. The number of days indicated at each step in the procedure shall be the maximum, but may be extended by mutual agreement in writing of the Local President or designee and the Superintendent's designee.

B. A bargaining unit member who feels he/she has a grievance shall first, within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based, meet informally with the immediate supervisor in an effort to resolve the problem. If the grievant does not initiate the informal meeting concerning a grievance with his/her immediate supervisor within ten (10) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

C. If a disposition of a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

D. Failure at any step of these procedures to communicate the disposition of a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.

E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed or emailed to the Local President, grievance chairperson and grievant.

F. An effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

G. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

H. Following any Local 719 elections, the Union shall advise the Superintendent in writing as to who is the Local President, other officers including the grievance chairperson and any changes during that school year.

6.04 GRIEVANCE PROCEDURE

A. INFORMAL PROCEDURE

A bargaining unit member who feels he/she has a grievance shall first, within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based, meet informally with the immediate supervisor in an effort to resolve the problem. If, after the informal meeting with the bargaining unit member's immediate supervisor the member is not satisfied with the informal response, he/she will meet with the grievance chairperson and Local President, who will determine the merits of the grievance and shall sign the grievance.

B. FORMAL PROCEDURE

STEP I

If the grievance is not resolved in the informal step, the grievant may, within ten (10) days of meeting with his/her immediate supervisor, submit a formal grievance to his/her immediate supervisor. To be processed, the grievance must be on the grievance form (Appendix D), mutually agreed to by both parties and must contain all information required on said form. Ten (10) days after receipt of the formal grievance, the immediate supervisor shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant and the Superintendent's designee, to be completed no later than ten (10) days after the meeting.

STEP II

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

STEP III

If the grievant is not satisfied with the disposition at Step II, the grievance may be appealed to the Superintendent or the Superintendent's designee within ten (10) days of receipt of the disposition at Step II. Within ten (10) days after receipt of the grievance form, the Superintendent or the Superintendent's designee shall meet with the grievant and write a

disposition with a copy to the grievant and to the Superintendent's designee no later than ten (10) days after the meeting.

STEP IV

Upon mutual agreement of the board and Local 719, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation.

1. The Union may, for a grievance which addresses a violation of this Contract per Article 6.01 A. and which is not under the jurisdiction of the Personnel Board of Review, submit a demand for arbitration to the American Arbitration Association (AAA) within ten (10) days after receipt of the disposition at Step III or within ten (10) days after receiving a denial of review by the Personnel Board of Review as determined by 6.02 E.

2. Copies of the demand will be mailed to the Superintendent with return receipt requested or hand delivered with date of receipt noted. The mailing or delivery shall be done so that the date of receipt will comply with the ten (10) day limit for submission to arbitration.

3. The arbitrator shall be selected in accord with the Voluntary Labor Arbitration Rules of the AAA.

4. The arbitrator shall have no power to add to, subtract from, disregard, alter, delete or modify any term of this Contract.

5. The fees and expenses of the arbitrator shall be borne by the party whose position was not sustained by the arbitrator. The arbitrator award shall be advisory.

ARTICLE 7

SALARY

7.01 PAY PLAN OPTIONS

Bargaining unit members shall be placed on electronic deposit and shall be given the option of being paid on a twenty-six (26) pay per year plan or on a pay-as-you-go plan. By no later than the end of the first contract work day, each new bargaining unit member must indicate which plan he/she chooses. If no election is made by the end of the first contract work day, the unit member will be placed on "pay-as-you-go". For existing members, any change in pay plans must be made by the end of the first contract work day or no change will be allowed. All shortages in pay checks, to include wages, vacation, sick and personal days shall be paid during the next pay period.

For purposes of holiday pay, the "Day" shall be defined as the hours the employee would have worked had it not been a holiday.

7.02 OVERTIME

A. All hours actually worked over forty (40) hours in one (1) week shall be paid at one and one-half (1-1/2) times the bargaining unit member's regular rate of pay. The forty (40) hours shall include the occurrence of holidays and/or calamity days and parent/teacher conference days.

B. PREMIUM PAY. All hours worked on Sunday shall be paid at the rate of two (2) times the scheduled rate of pay. All hours worked on holidays (as per Article 8.02) shall be paid at the rate of one and one-half (1-1/2) times the scheduled rate of pay provided in Article 8.02 unless it is a scheduled work day. Payment for hours worked under this Section will not be duplicated by payment under Section 7.02 A. of this Article.

7.03 CLASSIFICATION CHANGE

When a bargaining unit member moves from one classification to another within the bargaining unit, they will be placed at the step of their new salary schedule which provides them with an equivalent or the next highest hourly rate.

Contract Drivers who fill the supplemental position of Driver Trainer shall receive the next step that provides them with a raise. If they are at the top of the salary schedule, an additional increment of twenty-five cents ($.25) per hour shall be added.

7.04 CONTRACT DRIVER SUBSTITUTE PAY

A. All contract drivers shall receive their regular scheduled pay for all days when due to parent-teacher conference day, their daily route is abbreviated or not run.

B. When contract drivers are not required to drive their routes due to the above, they will let the supervisor know they are available to sub on that day and would like to work. The supervisor will then select the needed contract drivers to fill any vacancy. If no contract driver wishes to work, then subs will be called.

7.05 SEVERANCE PAY

A. GENERAL

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

B. ELIGIBILITY

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

1. The unit member retires from the Westerville City School System.

2. Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code (S.E.R.S.). An employee may receive severance from more than one employer.

3. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within one hundred twenty (120) days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check. (The only exception to the requirements above is for a unit member who has twenty [20] years of service credit with the Westerville School Board. Said unit member shall be eligible to receive severance pay after receiving his/her first benefit check from S.E.R.S. providing the unit member has not worked for another school district or political subdivision of the State of Ohio since his/her last day of employment with the Westerville Board of Education and provided said check is received no later than five [5] years since the unit member's last day of employment with the Westerville Board of Education.)

4. The unit member must have not less than ten (10) years of service with the Westerville District, the state, or its political subdivisions. If a unit member has ten (10) years of service with the Westerville District, the state, or its political subdivision but less than 10 years experience in the Westerville City School District the unit member will be paid severance only on those sick leave days accumulated during employment with Westerville City Schools.

5. The unit member must sign a form provided by the Board when he/she picks up the District's retirement check certifying that all of the above eligibility criteria have been met.

C. BENEFIT CALCULATION

1. Severance payment shall be made for accrued unused sick leave to a maximum of sixty (60) days. The payment shall be at the hourly rate the employee is earning at the time of retirement.

2. Unit members, who upon retirement have exceeded the maximum number of sick leave days which can be accumulated under Article 9.01 A., shall receive one (1) additional day's severance pay for every increment of thirteen (13) days above the maximum sick leave accumulation.

Receipt of severance pay shall eliminate all sick leave credit accrued by the unit member.

D. RETIREMENT INCENTIVE

Bargaining unit members who are eligible to retire pursuant to the guidelines of the School Employees Retirement System, and have 20 years of employment with Westerville City School District, shall qualify for an early retirement incentive payment. This does not apply to Disability Retirement.

Bargaining unit members whose assignment is more than five (5) hours per day shall be eligible for a retirement incentive payment in the amount of three thousand dollars ($3,000) to be paid in one (1) lump sum with severance pay.

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

To qualify the unit member must:

1. To receive the retirement incentive the unit member must have 20 years of employment with Westerville City Schools and apply for the benefit the first year he/she is eligible to retire under the S.E.R.S guidelines.

2. If a unit member does not apply during his/her initial eligible year for retirement he/she will not receive the retirement incentive and will have waived his/her right to this benefit.

3. A unit member who is eligible to retire must submit by certified mail to the Superintendent 90 calendar days or more prior to the effective date of retirement a written notice of intent to retire at the eligible date or at the end of that specific school year.

4. Provide written verification of retirement from the S.E.R.S.

7.06 INSURANCE

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

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

1. The Board will pay eighty percent (80%) of the family premium and ninety percent (90%) of the single premium for members of the bargaining unit.

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

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

C. Effective January 1, 2006, the health insurance plan was amended to be a High Deductible Healthcare Plan (HDHP) and Health Savings Account (HSA).

1. High Deductible Healthcare Plan / Health Savings Account

a. Effective January 1, 2010, the District shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

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

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

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

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

2. Effective January 1, 2010 each eligible bargaining unit member who participates in the district's High Deductible Healthcare Plan on the preceding December 31 shall receive from the Board, for the period of January 1 through December 31 of the year in which such payment is made, a contribution to the employee's Health Savings Account. For calendar years 2011-2012 the board shall contribute fifty percent (50%) of the deductible to each eligible bargaining unit member's account.

Employees hired during the HDHP/HSA plan year (Jan 1 – Dec 31) shall receive the Board of Education contribution on a pro-rated basis as provided by IRS Code and Regulations.

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

3. Details and forms will be available from the Board prior to September 10 of each school year. The insurance programs include but are not limited to Hospital, Surgical, Major Medical, Dental, Life, Health and Accident, Vision, and Income Protection policies.

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

1. The Board will provide bargaining unit members with a term life insurance policy of thirty thousand dollars ($30,000).

2. The Board will provide bargaining unit members with an Accidental Death and Dismemberment policy of thirty thousand dollars ($30,000).

E. DENTAL INSURANCE

The Board will pay one hundred percent (100%) of the cost of the dental insurance premium.

Effective January 1, 2010 the Maximum Benefits per Covered Person shall increase to $2,000.00 per year. All other specifications shall remain the same.

F. VISION INSURANCE

The Board shall purchase through a carrier licensed by the State of Ohio, vision care insurance coverage. For unit members who elect such insurance, the Board will pay up to a maximum of $8.00 per month for family coverage and up to $3.00 per month for single coverage.

Effective January 1, 2010 the coverage shall meet or exceed the specifications below:

Examination	Once in any 12 month period
Lenses (if required)	Once in any 12 month period
Frames (if required)	Once in any 12 month period
Benefits	$50 Wholesale Frame $130 Retail Equivalent $105 Elective Contact Lens
Maximum Benefit	Payment in full (if a panel doctor is used) Payment per schedule (if a non-panel doctor is used)
Deductible	None on frames $10.00 on Exam

G. SECTION 125 PLAN

The Board will provide to the extent available under the Internal Revenue Service Code and Regulations (Section 125) for the payment of unit members' insurance(s) premium contributions on a pre-tax basis. This "125" provision is solely for the purpose of reducing current tax for unit members and will remain in effect so long as IRS 125 laws and rules remain substantially unchanged. A 125 plan (pre-tax medical savings and dependent care account(s)) will be available to unit members with language providing for recovery of funds if necessary. The 125 plan shall not allow for payment of benefits under the HDHP/HSA, except as provided by law. Members whose circumstances change must notify the Treasurer's office within 31 days.

7.07 TRAINING PAY

All unit members shall be paid their regular hourly rate for all time spent in training which may be required by the Board including time spent in training pursuant to Ohio Administrative Code § 3301-83-10 (A(3)) – training for drivers who transport special needs students .

7.08 SALARY SCHEDULES

See Appendices A, B, and C:		Wages
A.	Contract Drivers	7/1/10 - 2.5%
B.	Mechanic Technician	7/1/10 - 2.5%
C.	Mechanic Technician Helper	7/1/10 - 2.5%

See Appendices A, B, and C:		Wages
A.	Contract Drivers	7/1/11 - 1.75%
B.	Mechanic Technician	7/1/11 - 1.75%
C.	Mechanic Technician Helper	7/1/11 - 1.75%

Lump Sum paid January 1 2011	$175.00
Lump Sum paid January 1 2012	$175.00

7.09 EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. The Board of Education will provide an Employee Assistance Program (EAP) with equivalent or better services and protection than those presently provided.

B. Bargaining unit members participation in EAP is voluntary.

C. All information derived from a unit member's (or his/her immediate family) involvement with EAP shall be confidential. No information shall be released under any circumstances except as required by law.

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

ARTICLE 8

WORK SCHEDULE

8.01 WORK WEEK

The basic workweek shall be Monday through Friday, unless otherwise specified by the Board. Every bargaining unit member is expected to be on duty every work day of his/her official work calendar, except when using sick leave, taking approved vacation or personal leave, or taking official approved leave. Failure to report to duty without authorized leave may result in disciplinary action, up to and including termination.

8.02 PAID HOLIDAYS

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

A. All contract drivers shall receive the following holidays:

1. Labor Day
2. Thanksgiving Day
3. The day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. New Year's Day
7. Martin Luther King Day
8. Presidents' Day
9. Good Friday

B. All twelve (12) month unit members shall receive the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Work Day before Christmas
11. Christmas Day

C. If a holiday falls on a Saturday then the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday then the holiday shall be observed on the following Monday.

8.03 VACATION

Twelve (12) month unit members shall receive vacation under the following schedule:

A.

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

B. Twelve (12) month unit members' vacations are to be taken during the period July 1 through June 30. After the posting of the date of annual highway patrol state bus inspections, request for vacation during the period of the inspection will not be approved. Requests to use earned vacation days shall be submitted in writing 5 days prior and must be approved by the unit member's immediate supervisor, except in extraordinary circumstances.

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

D. Vacation days may be used as they are earned or may be accumulated to a maximum of the total number of days earned in two (2) years. (That is, the total number of unused vacation days which may be carried from the end of one Contract year into the next Contract year may not exceed the total number of days accrued in the previous two (2) years.)

E. Upon separation from employment with the Board, a unit member will be paid for accrued but unused vacation days pursuant to the provisions of O.R.C. 3319.084.

8.04 SCHOOL CALENDAR

The Superintendent will seek input from the Union concerning the composition of the school calendar prior to making a recommendation on said calendar to the Board of Education.

8.05 CALAMITY DAYS

A. Calamity Day is a school day when the Westerville City Schools is closed due to calamity.

B. Bargaining unit members who are scheduled to work on a Calamity Day but are not required to work shall be paid for hours scheduled but not worked. Those bargaining unit members who are paid for Calamity Days on which they do not work shall be required to work any scheduled make-up day(s) without any additional compensation.

Bargaining unit members who are required to work on a Calamity Day shall be compensated at a rate of one and one half (1 ½) times the regular hourly rate for all hours actually worked on such day. Mechanics who are required to work on a Calamity Day shall be compensated at a rate of two (2) times the regular hourly rate for all hours actually worked on such day. Contract drivers who are called in to work on a calamity day to start buses and/or work in the bus garage grounds shall be compensated at a rate of two (2) times the regular hourly rate for all hours actually worked on such day.

C. For each Calamity Day that the School is required to make up, bargaining unit members shall be required to work a make-up day. Make-up Calamity Days shall be treated as a normal workday and no compensation beyond normal holiday pay, if applicable, will be paid.

D. The District will specify a contingency plan under which the District's students will make up days to meet the minimum school year requirements. The Superintendent may revise the adopted school calendar that will change the student attendance days if necessary to comply with the Ohio law.

8.06 DELAYED START

General

In the event a Delayed Start requires contract drivers to work during their normally scheduled downtime, the contract drivers shall receive additional compensation at regular rate of pay equal to the amount of delay. The report time shall be fifteen (15) minutes prior to the delayed route departure time. A bargaining unit member on authorized leave will not receive additional compensation nor be charged additional leave time as a result of the delayed start.

Example

A.M.

If the normal scheduled a.m. runs start at 7:00 a.m. and a two (2) hour delay is required, then contract drivers shall report at 8:45 a.m. to prep their bus for a 9:00 a.m. start. Should the normal a.m. route time be from 7:00 a.m. to 9:00 a.m. and due to the delay, the route time is from 9:00 a.m. until 11:00 a.m., the contract driver shall be paid at his/her regular rate of pay from 7:00 a.m. to 11:00 a.m. for the a.m. runs.

ARTICLE 9

LEAVES

9.01 PAID LEAVES

A. SICK LEAVE

1. Sick leave shall accrue at the rate of one and one fourth (1-1/4) days per month to a total of two hundred fifty-five (255) days. Unit members shall not accrue sick leave while on unpaid leave or disability leave. Accumulation shall be unlimited only for purposes of severance pay under Article 7.05. Unit members may use sick leave for personal illness, illness or death in the immediate family, pregnancy or exposure to a contagious disease. Immediate family shall be defined as family members residing in the unit member's household or spouse, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, daughter-in-law, son-in-law, stepparents, step grandparents, stepchildren, grandchildren, aunt or uncle.

2. Each new unit member or any unit member who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If

any of these days of sick leave are used, they shall be deducted from the sick leave accumulated during that contract year, or if necessary, the following contractual year.

If a unit member ends employment with advance sick leave that has been used but not paid back, the dollar value of this advanced sick leave shall be deducted from the last paycheck issued by the Board.

B. SICK LEAVE GUIDELINES

When a bargaining unit member is to be absent from work, he/she shall notify a supervisor of his/her impending absence by one-half (1/2) hour before he/she is scheduled to report in the morning duty and one (1) hour prior to the time he/she is scheduled to report in the afternoon, except in emergency circumstances. The foregoing notification must be by direct conversation with a supervisor, unless the notification occurs before 5 am. If the notification occurs before 5 am, it is sufficient to leave a voicemail by calling the number specified by the Transportation Supervisor.

If a suspected inappropriate pattern of sick leave emerges, the Superintendent or designee shall notify the Union President of the potential sick leave misuse. Where the Superintendent or his/her designee determines that it is probable that a bargaining unit member has engaged in an inappropriate pattern of sick leave usage or has used sick leave for reasons other than those provided in the negotiated agreement, a meeting will be arranged with the unit member and appropriate personnel. The unit member shall have the right to representation at the meeting(s) and will be provided with a statement of the allegations to which he/she may respond at the meeting(s). If the district substantiates sick leave abuse, the unit member may be disciplined up to and including termination or loss of wages for days misused. If the district substantiates an inappropriate pattern of sick leave usage, the unit member may be disciplined in accordance with Article 14, Disciplinary Procedure. Discipline for substantiated misuse will be part of a unit member's personnel file.

C. PERSONAL LEAVE

1. All bargaining unit members shall be granted a maximum of three (3) days personal leave per year. Unused personal leave shall not accumulate from year to year.

2. If the date the unit member needs to take personal leave is scheduled or known in advance, he/she shall notify his/her immediate supervisor at least forty-eight (48) hours in advance ("if possible") of the leave date so that arrangements can be made for a qualified substitute.

3. Personal leave shall not normally be approved for the day preceding or day following a holiday, vacation period, or the first and last week of school.

4. Personal leave shall be granted for the following reasons:

   a) Emergency circumstances which require the employee to be at home.

   b) Conduct of personal legal business.

   c) Compulsory court appearances, except for jury duty. (See 9.01 C.).

   d) Graduation or marriage of a relative in the immediate family. For definition of the immediate family, see 9.01 A. above.

   e) Religious holidays not included in the school calendar.

   f) Personal business which cannot be handled outside working hours. No further explanation will be required except that the unit member shall certify in writing that the leave will not be used for rest, recreation, vacation, or for seeking or engaging in gainful employment. Personal leave for personal business shall not normally be approved for two consecutive days.

   g) The Superintendent may authorize personal leave for any justifiable reason.

5. Personal leave may be used in one-half (1/2) or one-third (1/3) day increments on a time paid per run increment for which time is taken. Twelve (12) month employees may take personal leave in two (2) hour increments.

6. The unit member shall complete a personal leave form justifying the use of personal leave, not later than the second workday after the employee returns to work from personal leave.

7. One (1) day of personal leave may be used in conjunction with the unpaid leave of absence provisions of this Contract.

8. A maximum of three (3) days unused personal leave will be added to accumulated sick leave as of July 1 each year.

D. JURY DUTY, COMPULSORY COURT APPEARANCE

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

2. A unit member who is subpoenaed to appear, as a witness in a school business/activity case shall be granted paid leave for the number of days or partial days needed to give testimony, as long as the employee is not engaged in pursuing a lawsuit against the District. A written request shall be submitted to the unit member's immediate supervisor as soon as the need for such leave is known.

E. ADOPTION LEAVE

A unit member who is adopting a child shall be entitled to up to five (5) days paid leave for the purpose of processing the adoption.

F. MILITARY LEAVE

A bargaining unit member shall be entitled to any military leave provided by Board policy and law.

G. UNION LEAVE

1. The Board agrees to grant three (3) duly elected delegates leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary. Requests, in order to be permitted, must be made at least two (2) work days prior to the first leave date.

2. Unit members may be excused with pay to attend the annual Central District OAPSE meeting. Such day shall coincide with OEA/NEA Day each year. All requests must be approved by the immediate supervisor and/or the Superintendent. A unit member whose request is approved will be paid for the number of hours they would have driven on OEA/NEA Day to a maximum of four (4) hours. In order to receive pay, a written verification of attendance shall be submitted to the transportation supervisor on the first workday following the meeting.

3. Priorities for approval of requests shall be on the following basis:

   a) District officers
   b) Local Union officers
   c) Members

H. ASSAULT LEAVE

1. Any unit member who must be absent due to physical disability resulting from an unprovoked or unjustified assault on such unit member which occurs in the course of Board employment shall be granted assault leave. Full pay status (days not charged to sick leave) under assault leave shall be granted up to a maximum of the first twenty (20) days of said disability. At the end of the twenty (20) days the unit member may, at his/her option, use sick leave or receive Workers' Compensation (if eligible) for the period of the physical disability.

2. A unit member requesting assault leave will complete and submit to the Superintendent a form which should include the following:

   a. Date and time of occurrence.

   b. Identification of the individual(s) causing the assault (if known).

   c. Facts and circumstances surrounding the assault.

   d. A certificate from a licensed physician describing the nature of the injury sustained causing absence.

   e. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).

   f. Signature of the assaulted unit member.

9.02 UNPAID LEAVES

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

A. LEAVE OF ABSENCE

1. Upon a written request from the unit member, the Board of Education may grant a leave of absence for a period of not more than two (2) years for education, professional, or other purposes, and shall grant such leave where illness or other disability (excluding disability retirement) is the reason for the request.

2. Upon the return of the unit member from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning unit member while he/she was on leave.

3. If, after the return of the unit member from leave, the person employed for the purpose of replacing a unit member on leave is continued in employment as a regular unit member, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period. Any credit awarded to a unit member mentioned above shall be in compliance with O.R.C. 3319.081.

B. SHORT-TERM LEAVE

Short-term leave without pay may be granted by the Board. Short-term leave is intended to cover emergencies or other urgent needs for which relief is not provided using other leave provisions. Examples of reasons that are not normally an emergency or other urgent need include rest, recreation, vacation or for seeking or engaging in gainful employment. Requests shall be submitted on the appropriate leave form with detailed rationale for the request to the Superintendent or designee at least three (3) workdays in advance of the requested starting date of the leave. Short-term leave will not be granted for the week preceding or week following a holiday, vacation period, or the first and last week of school. Approval of a request for short-term leave shall not limit management's discretion to approve or disapprove other requests for short-term leave.

C. CHILD CARE LEAVE

A unit member who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or

her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the Board four (4) weeks notice prior to the anticipated date on which the leave is to commence.

D. FAMILY AND MEDICAL LEAVE (FMLA)

Family and Medical Leave Act

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

The FMLA permits qualified employees to receive up to 12 weeks of unpaid leave per 12-month period for personal or family medical reasons, as verified by licensed physician (see Appendix - Form F). An eligible unit member must have performed at least 1,250 hours of actual work during the current contract year immediately preceding the leave. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

ARTICLE 10

LAYOFF PROCEDURE

10.01 LAYOFF

When it becomes necessary to reduce the number of unit members because of financial reasons or lack of work, the layoff shall be made according to the following procedure:

A. The unit member with the least classification seniority in the affected classification shall be the first laid off.

B. BUMPING RIGHTS - A unit member who is scheduled to be laid off shall have the option to bump a less senior employee in a lower paying classification within the class series. A class series shall be defined mechanic technician, mechanic technician helper. Class series seniority shall be defined as an employee's most recent date of entry into the class series.

C. If further layoffs are necessary, they shall be accomplished in the same manner.

10.02 RECALL

A. Recall rights for any unit member who is laid off shall be in the inverse order of seniority with the last unit member laid off being the first called back when vacancies are available.

B. A unit member shall be maintained on the recall list for a period of two years from the date of layoff. If a unit member is recalled to a job that is equal to or better than the job the unit member was in at the original layoff date and the unit member refuses to take the position, he/she shall be stricken from the list.

C. All unit members who are on a layoff status shall have the right to be carried on payroll records and to remain in the group insurance programs if acceptable to the carrier. The affected unit member shall be responsible for the full premium payment of all programs subscribed to at the first full premium due date following the effective date of his/her layoff.

ARTICLE 11

ROUTES

11.01 ROUTE BIDDING

A. Route bidding and in-service shall take place during the last full week of summer vacation before school begins, as follows:

Monday: All known routes shall be bid separately from kindergarten midday runs, shuttles and work studies and shall be posted in the Transportation Complex and on the District's intranet two (2) weekdays prior to Bid Day.

Thursday: Bid Day
Friday: In-service

Except that, if school starts on a Monday, posting shall be on the prior Monday, Wedneday shall be Bid Day and in-service shall take place on Thursday or Friday.

No route shall be paid less than four (4) hours per day. No A.M. or P.M. run shall be paid less than two (2) hours. "A.M. run" or "P.M. run" does

not include kindergarten or career center midday runs or any other midday run.

B. Career Center routes will be no less than six (6) hours daily. Midday career center runs will be paid no less than two (2) hours. No kindergarten midday run will be paid less than two (2) hours.

C. Unit members shall have access to the adopted school calendar, which is approved two (2) years in advance, to note the date of Bid Day.

D. Drivers will be able to view routes beginning at 6:00 a.m. on bid day. Contract drivers shall begin bidding at approximately 8:00 a.m. Bidding will be continuous until finished. All contract drivers shall have the opportunity to bid a route by seniority. The designated bid area will be closed to all except the five (5) contract drivers bidding.

E. Posted on each route shall be bus/route numbers, school/schools serviced, all known shuttles, starting time of route, number of days and daily hours and other pertinent information as determined by the Administration.

F. After bid day, all routes will remain a contract driver's assignment unless a route becomes available after the start of the school year and the contract driver wishes to bid on the open route and is successful in his/her bid attempt.

G. If a route per 1.05B (not a midday, and not a layover time) is changed more than thirty (30) minutes total from the posted route, the driver may:

1. Voluntarily accept the change in route times; or

2. Take the route time of a unit member who is less senior than the affected contract driver. The bumped contract driver shall be assigned to the route that was changed, but may exercise bumping rights as was the case with the first contract driver. This bumping procedure may be utilized no more than six (6) times after the originally affected driver exercises his/her rights under this option.

H. If a contract driver refuses or is unavailable to bid and does not grant permission to another contract driver or a supervisor, in writing, to bid in their place, he/she shall lose his/her bidding position and go to the bottom of the list. If this should occur, these contract drivers shall bid immediately after the bidding of all contract drivers has occurred.

I. Contract drivers who work beyond their assigned workday shall submit the overage electronically. The total overage for the workweek will be

accumulated and rounded up to the next 15-minute increment. For example, if a unit member works over their assignment 10 minutes each day of the workweek for a total accumulated time of 50 minutes, the time would be rounded up to the next 15-minute increment or 60 minutes. Even if an employee works over 8-10 minutes only one day a week, this time will be rounded up to 15 minutes.

J. When a contract driver completes his/her route/run, he/she shall remain at the work site until his/her paid time is completed and shall fulfill job-related responsibilities as assigned.

K. Once a route has been established and bid on at the beginning of the year, it cannot be separated on a permanent basis without mutual agreement. Runs shall not be split except under extraordinary circumstances.

11.02 MANDATORY PRE-OPENING OPERATIONS

All contract drivers who have been successful in bidding a route shall be paid for time spent preparing buses and running routes prior to the beginning of the school year up to, normally, a maximum of two (2) hours. All time worked for pre-opening operations shall be at straight-time only, regardless of when it is worked. Such pre-opening operations are mandatory; provided that the assigned bus has the requisite sticker and the route sheets are available at least three (3) days prior to the first day of school. Drivers shall sign a sign-in sheet with their name, date, and time-in that shall be in the transportation office in order to be paid. Time necessary over two (2) hours requires prior approval of the supervisor.

11.03 ROUTE VACANCIES DURING THE SCHOOL YEAR

A. In the event that during the school year and after the initial bidding procedure a route becomes available, the route will be posted within ten (10) workdays for a period of two (2) workdays.

B. All contract drivers shall be allowed to bid on a Board provided form during the period when the bid notices are posted. The most senior contract driver bidding shall be granted the route at the end of the second day or when the position becomes available if prior notice is given by the bargaining unit member who is leaving. Contract drivers cannot bid on the same route given up in the immediate bidding cycle set forth in 11.03 C.

C. Subsequent vacancies, created by the initial posting, to a maximum of three (3) additional, shall be filled using the above bid procedure.

D. If at any time after initial bidding of routes is completed in August, the Superintendent may reorganize routing due to transportation obligations of the Board that will continue for the remainder of the school year. If the routes are decreased or increased by more than thirty (30) minutes a day and/or more than two and one-half (2 ½) hours during a school week from the initial assignment at the beginning of the school year, the contract driver shall exercise one of the following options:

1. <u>DECREASE IN HOURS</u>

   a. Voluntarily accept a reduction of more than thirty (30) minutes per day and/or more than two and one-half (2 ½) hours during a school week.

   b. Retain the total number of initial hours and shall be available to substitute on any other route during the paid time of the lost ridership, or

   c. Take the Route of a unit member who is less senior than the affected contract driver. The bumped contract driver shall be assigned to the route which was reduced but may exercise the bump rights as was the case with the first contract driver. This bumping procedure may be utilized no more than six (6) times after the originally affected contract driver exercises his/her rights under this option.

   If the need arises to reinstate the discontinued contract driver and the original contract driver chose option #a or #b, the hours will be returned to the original route and contract driver. If the original contract driver chose option #c, the portion discontinued and then reinstated shall be posted for bid by any available contract driver.

2. <u>INCREASE IN HOURS</u>

   a. The affected route will be placed up for bid.

   b. The displaced contract driver shall be able to take the route of any member who is less senior than the affected contract driver. This bumping procedure will continue no more than six (6) times after the originally affected contract driver exercises his/her rights.

11.04 PROCEDURES TO PROVIDE COVERAGE FOR MID DAY VACANCIES

A. When a contract driver is absent from his/her kindergarten, career center, work study or shuttle the vacancy shall be filled by seniority from a posted lists of those contract drivers who request to be placed on said lists. There shall be no less than four (4) mid-day vacancy lists posted at the beginning of each semester which shall be established by mutual agreement.

B. Any driver who rejects three (3) mid-day coverage offers or who accepts, then turns back a mid-day coverage offer (or a combination of the foregoing) shall be removed from that mid-day vacancy list for the duration of the semester.

C. In the event a contract driver becomes ill or is unable to drive the kindergarten, career center, work study or shuttle and advance notice of 45 minutes or less is given, filling the vacancy shall be treated as an emergency when a Board employee with a valid CDL license may fill in.

D. The contract driver that is substituting on the above-mentioned assignment (Section A.) shall continue for no more than fifteen (15) consecutive workdays. In the event that the contract driver cannot complete his/her fifteen (15) consecutive workdays due to any type of leave, the rotation list will be used again.

E. Notwithstanding section A above, if the regular driver provides notice that he/she will be absent for more than thirty (30) days, the mid-day vacancy will be posted for temporary bid and awarded to the most senior driver who bids and is available (i.e. the mid-day does not conflict with his/her regular route) to cover the mid-day. If a driver who is awarded a temporary mid-day misses more than three (3) days of the temporary assignment, the temporary assignment will be re-posted for bid and awarded to the senior driver who bids and is available to cover the mid-day.

11.05 FIELD TRIPS

The procedures for assigning field trips shall continue as they currently exist, which are the procedures outlined in the parties' Memorandum of Understanding dated August 18, 2008 and as set forth in this provision. This procedure shall continue unless or until new or modified procedures are mutually agreed to by the parties. No field trip procedures shall be changed or implemented unless the procedures are mutually agreed, reduced to writing and signed by the Director of Transportation and the Union President.

No driver will be assigned to any trip that would, as scheduled, conflict with the driver's regular route times and location, as determined by the Union President, the driver in charge of assignment, and the Transportation Director. Said determination regarding whether a trip would conflict with the driver's regular route times and location is final and is not subject to the grievance procedure.

1. All field trips shall be assigned based upon a seniority-rotating list. This list shall be established on a voluntary basis and the contract driver's classification seniority shall be used.

2. If a field trip is canceled and the contract driver(s) is not notified and reports, the contract driver(s) shall receive two (2) hours pay. If more than one (1) bus is dispatched on a field trip assignment and less than the number dispatched is used, the least senior contract driver(s) shall drive the field trip assignment. The most senior contract driver(s) shall return to the garage and shall be paid the same as the contract driver driving the field trip assignment.

3. All contract drivers who accept a field trip shall be paid at their regular hourly rate with a minimum of one (1) hour's pay. Field trips outside a thirty (30) mile radius of the transportation complex will be paid a minimum of two (2) hours pay.

4. Whenever it is not possible to secure an available contract driver of the bargaining unit for a field trip, the Board may be required to secure a board employee with a valid CDL license.

5. Contract drivers shall be paid only for regularly scheduled time where there is an overlap of such regular time and field trip time.

6. A contract driver shall be assigned to assist with the assignment and record-keeping of the field trip procedure, with an additional two (2) hours added to his/her regular contract driver rate. The assignments to the position of field trip assignment and record-keeping is within the sole discretion of the Board and will be made before annual route bidding. When bidding on a route, the contract driver assigned may not bid on a route that, when combined with the time under this assignment, results in a work day of more than 8 hours a day).

7. Pay for field trips shall be paid in the pay period worked. The driver must submit the field trip pay slip by 5 p.m. the day following the field trip; otherwise, the contract driver will be paid during the pay period submitted.

11.06 SUPPLEMENTAL POSITIONS

A. In the event of a vacancy in the driver trainer positions during the school year, the vacant position will be posted for a period of three (3) workdays.

B. All contract drivers shall be allowed to bid during the posting period and the most qualified applicant will be awarded the vacant position. Should the qualifications of two (2) or more contract drivers be equal, then the job classification seniority will be the determining factor.

C. Contract drivers who fill the supplemental position of Driver Trainer shall receive the next step that provides them with a raise. If they are at the top of the salary schedule, an additional increment of twenty-five cents ($.25) per hour shall be added. Driver trainers will be limited to up to 16 hours of training per trainee unless additional hours are approved by the Transportation Manager.

D. The Driver/Trainer supplemental position shall be treated like any other District supplemental position, such that the supplemental contract is for one (1) year and may be non-renewed by the Board by providing written notice of non-renewal to the unit member on or before April 30th. Any vacancy shall be filled as set forth in subsections A and B above.

ARTICLE 12

WORKING CONDITIONS

12.01 SENIORITY

DEFINITIONS

A. System seniority shall be defined as the unit member's service with the Westerville City School District from the most recent date of hire.

B. Job classification seniority shall be defined as the unit member's length of service in a job classification as computed from the employee's most recent date of entry into such job classification.

C. Most recent date of hire shall be defined as the date on which a bargaining unit member was hired without an interruption of service. (Disability retirement is considered an interruption of service and, if the unit member returns to service, only the years of service up to the date of disability retirement count towards seniority.) For purposes of this Contract, in the event that more than one unit member has the same job

classification seniority date, the tie will be broken by random picking of names by the OAPSE representative, except for unit members hired after November 1, 1988: Ties in job classification seniority shall first be broken by system seniority before the random picking of names by the OAPSE representative.

SENIORITY LIST VERIFICATION

A. It shall be the employee's responsibility to maintain a current address with the Board.

B. Not more than once per year, upon request by the Union, the Board will furnish the Union with a complete seniority list of all the employees in the bargaining unit.

C. The Board will provide the Union with the names of employees who have been removed from the active roll and a general description of the reason therefore (e.g. termination, voluntary quit, etc.).

D. The Union shall have ten (10) days following the receipt of the seniority list of all the employees in the bargaining unit to notify the Board of any errors, and if the Board is not notified of any errors within the ten (10) day period, the seniority list shall be deemed final.

12.02 JOB SPECIFICATIONS

Job requirements and specific skills required to fill all positions within the bargaining unit shall be provided to all bargaining unit members. Changes and updates shall be furnished to unit members.

12.03 WORK OUTSIDE OF CLASSIFICATION

No bargaining unit member shall be required to perform work outside of their classification.

12.04 DRIVING OF BUSES BY NON-UNIT MEMBERS

The Board agrees that no teacher, coach, or other Board employee, other than a regular contract driver shall operate a school bus for the purpose of transporting passengers except in a case of emergency when a valid CDL licensed Board employee may fill in.

12.05 STUDENT DISCIPLINE

Each contract driver shall be provided a copy of the student discipline procedure and all changes prior to their effective date on or before the first workday of each school year.

12.06 WORKING CONDITIONS

Contract drivers will not be required to wash the outside of their bus but shall be responsible for keeping the inside of their bus swept and clean.

12.07 WORK RULES

A. The Board has the right to establish reasonable work rules not inconsistent with this Contract.

B. Work rules shall be enforced equitably and consistently. Discipline resulting from alleged violation of such work rules shall be subject to the disciplinary procedure.

C. The Board will post new work rules or amendments to current work rules for a period of five (5) workdays, prior to implementation of such work rules.

12.08 SAFETY

A. Contract drivers who feel that a vehicle is unsafe to drive shall report the nature of the unsafe conditions to the transportation supervisor who will determine if a substitute vehicle is required.

B. Unit members will be furnished with proper materials to clean up any body fluids.

12.09 HANDBOOKS

Bargaining unit members will be provided with an updated Transportation Handbook.

12.10 CHECK RIDES

A. A check ride may be used to evaluate the driving skills of a contract driver and/or to evaluate the assigned route.

B. An examiner shall give the contract driver a one-day notification of his/her intent to perform a check ride.

C. Upon completion of a check ride, the examiner shall review the check ride with the contract driver and make recommendations pertaining to his/her driving skills.

D. One copy of the employee check ride evaluation shall then be given to the contract driver and one copy shall be retained by the manager. If the contract driver feels that he/she has not been given a fair evaluation of his/her driving skills, the contract driver may review it with the transportation manager; the contract driver may have a representative present. A copy of the evaluation shall then be placed in the contract driver's file.

E. Contract drivers shall be paid for a check ride being conducted at a time other than their regular route except at the request of the contract driver. Such pay shall be at the contract driver's regular hourly rate.

12.11 SCHOOL CONTRACT DRIVER TRAINING

A. A unit member shall be certified by an Ohio Pre-service School Contract driver Training Instructor and issued a new certificate upon successful completion of the requirements every six years.

B. All such certification processes shall be conducted in accordance with O.A.C.

C. Each unit member shall be certified for the driver skills evaluation by a designated supervisor.

As part of the required driver job certification process, each unit member shall have the opportunity to select his or her certification trainer as follows:

1. First attempt: The transportation supervisor or their designee shall assign a qualified on-bus-instructor to a trainee for re-certification via a rotating OBI seniority ranking method; i.e., the highest ranking OBI will get the first student, second highest ranking OBI the second student, etc., on a rotation basis.

2. Second attempt: In the event a second attempt for re-certification is necessary, the Transportation Supervisor or their designee shall make a second assignment of a qualified OBI to the trainee.

3. Third attempt: Trainee will be assigned to a supervisor and a subsequent attempt to pass will be made.

4. Fourth attempt: Per Ohio Administrative Code, driver must have regional Ohio Pre-Service Instructor administer the test. The driver must be offered appropriate driving instruction prior to this fourth opportunity.

   The Supervisor or their designee retains the right in case of conflict of interest to assign the OBI.

D. In addition to the driving skills evaluation, each unit member must pass pre-trip evaluation and successfully complete a minimum of nine (9) hours of the Ohio Pre-service School Contract driver Training classroom instruction as certified by the Ohio Pre-Service instructor.

12.12 CDL RE-CERTIFICATION

Upon successful completion of the CDL re-certification a unit member will be paid $10.00 per hour for up to 12 hours of classroom education and up to 2 hours of driving time. This applies to all unit members who are required to have a CDL and for all current unit members who have already successfully renewed their CDLs.

ARTICLE 13

MECHANIC TECHNICIAN AND
MECHANIC TECHNICIAN HELPER

13.01 JOB DESCRIPTION

The Board agrees that bargaining unit members shall not be required to perform duties outside of their job description.

13.02 WORK SCHEDULE

A. Mechanic technicians and mechanic technician helpers will work a consecutive eight (8) hour day including lunch. All lunch breaks shall be spent at the garage where the unit member will be available for assignment.

B. Summer hours may be scheduled by mutual agreement between the supervisor and unit member for ten (10) hours per day, four (4) days per week. The supervisor reserves the right to insure proper scheduling so that a normal five (5) day week will be covered.

13.03 POSTING PROCEDURE

A. When a vacancy occurs in the Mechanic Technician or Mechanic Technician Helper classifications within the bargaining unit, it shall be posted in a conspicuous place for a period of five (5) days. Any unit member may request the vacant position in writing. In selecting the replacement unit member, the Board shall apply the following procedure:

Any unit member may request, in writing, consideration for the posted position within the posting period. All applicants will be considered according to ability, experience, past work performance, and seniority in the District.

B. Applicants from within the positions of mechanic technician or mechanic technician helper shall be given priority consideration for the posted position. Priority consideration means such applicants will be offered the position if minimal qualifications for the position have been met. Other criteria being equal, the applicant with the greatest classification seniority will receive the position. The necessary qualifications shall be provided with the posting.

C. Other unit members who apply as per Section A. above, shall be considered for the position if not filled by Section B. before advertising outside of the bargaining unit.

D. In the event the position is filled by an individual outside the bargaining unit a period up to 30 workdays will be provided for a transitional period. Transitional period is defined as overlap of services before the departure of the mechanic leaving the position.

13.04 UNIFORMS

The Board agrees that all mechanic technicians and mechanic technician helpers shall be provided, at no cost, uniforms and cleaning service. Each uniform shall consist of pants and shirt, jacket or coveralls, with a clean change for each workday.

The Board agrees that all Mechanic Technicians and Mechanic Technician Helpers will be provided with winter insulated coveralls and on the first pay period in July of each year shall receive a separate check in the full amount of one-hundred dollars ($100.00) for shoe allowance.

13.05 BARGAINING UNIT WORK

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

13.06 ASE Certification
If a mechanic becomes ASE Master Mechanic, the mechanic will receive $0.50/per hour above regular hourly rate for all hours worked. Valid certification must be maintained for stipend to remain effective.

ARTICLE 14

DISCIPLINARY PROCEDURE

14.01 Disciplinary actions shall include verbal reprimands, written reprimands, suspension and termination of bargaining unit members. Discipline shall be imposed on a progressive basis. However, the parties recognize some offenses may be dealt with in a more serious basis, including the possibility of termination for the first offense, considering the offense and its severity. (e.g., intoxication on the job; theft of school, employee or other property; intimacy with students; destruction or threat of destruction of property; etc.)

14.02 Each bargaining unit member may have his/her Union Representative present at any disciplinary meeting and will be afforded reasonable amount of time to locate a Union Representative.

14.03 A bargaining unit member will be notified in writing of a disciplinary meeting. In the notification, the reason for the disciplinary meeting shall be stated. The notification will contain the statement of the alleged violation.

14.04 The results of the disciplinary meeting shall be communicated to the employee in writing within ten (10) workdays, unless further investigation is necessary.

14.05 Only the discipline procedure, not the degree of discipline, shall be subject to the grievance article of this Contract. It is the intent of the parties that the "discipline procedure" includes whether the discipline imposed is consistent with the progressive provision set forth in 14.01 of this contract.

14.06 Records of lost pay disciplinary actions (i.e. suspensions) more than two (2) years old (except for documents pertaining to sexual misconduct, discrimination, insurability or fraternization) and records of non-loss pay disciplinary actions (i.e. verbal and written warnings) more than one (1) year old shall not be used against a bargaining unit member if there have not been any intervening disciplinary actions.

14.07 A driver who is uninsurable will be given the option to resign or be terminated from the Westerville City School District.

ARTICLE 15

TERM OF AGREEMENT

15.01 The Westerville City Schools Board of Education and OAPSE Local #719 hereby adopt this Agreement to be in full force and effect from the date of ratification by both parties through June 30, 2012. Negotiations shall be pursuant to Article 5 and the Union shall have the right to strike consistent with Article 5 and Revised Code Chapter 4117.

Superintendent

President, OAPSE Local #719

President, Board of Education

OAPSE Staff Representative

Treasurer, Board of Education

September 21, 2011
Date

September 21, 2011
Date

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

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

The school district has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and an equivalent number of days for each succeeding fiscal year in which the wage or salary schedule will be in effect.

IN WITNESS WHEREOF, we have hereunto set our hands on September 21, 2011.

WESTERVILLE CITY SCHOOL DISTRICT
FRANKLIN COUNTY, OHIO

By: Kristine Rollis
Title: President, Board of Education

By: X Good
Title: Superintendent

By: Bart Griffith
Title: Treasurer

APPENDIX A

CONTRACT DRIVERS

Step	7/1/2010	7/1/2011
0	$16.68	$16.97
1	$16.97	$17.27
2	$17.23	$17.53
3	$17.50	$17.80
4	$17.80	$18.12
5	$18.06	$18.38
6	$18.34	$18.66
7	$18.61	$18.94
8	$18.88	$19.21
9	$19.17	$19.50
10	$19.44	$19.78
11	$19.72	$20.07
12	$20.01	$20.36
13	$20.26	$20.62
14	$20.55	$20.91
15	$20.82	$21.18
16	$21.12	$21.48
17	$21.38	$21.76
18	$21.60	$21.97

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

2010-11	$175.00
2011-12	$175.00

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

MECHANICS

Step	7/1/2010	7/1/2011
0	$17.88	$18.19
1	$18.12	$18.44
2	$18.37	$18.69
3	$18.63	$18.96
4	$18.87	$19.20
5	$19.13	$19.46
6	$19.35	$19.69
7	$19.61	$19.95
8	$19.85	$20.20
9	$20.13	$20.48
10	$20.37	$20.72
11	$20.62	$20.98
12	$20.86	$21.22
13	$21.14	$21.51
14	$21.37	$21.75
15	$21.62	$22.00
16	$21.86	$22.25
17	$22.11	$22.50
18	$22.31	$22.70

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

2010-11	$175.00
2011-12	$175.00

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

APPENDIX C

MECHANIC HELPER

Step	7/1/2010	7/1/2011
0	$16.59	$16.89
1	$16.82	$17.11
2	$17.08	$17.38
3	$17.34	$17.65
4	$17.57	$17.88
5	$17.84	$18.15
6	$18.07	$18.39
7	$18.33	$18.65
8	$18.57	$18.90
9	$18.80	$19.13
10	$19.08	$19.41
11	$19.31	$19.65
12	$19.57	$19.91
13	$19.80	$20.15
14	$20.07	$20.42
15	$20.31	$20.66
16	$20.57	$20.93
17	$20.81	$21.17
18	$21.01	$21.38

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

2010-11	$175.00
2011-12	$175.00

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

Appendix D

WESTERVILLE – OAPSE LOCAL 719
GRIEVANCE FORM

Grievant: _____ Date: _____

Date of Alleged Violation: _____

Statement of facts leading to grievance: (Include name(s) of member(s) involved.):

_____

_____

_____

_____

Article(s) & Section Number(s) alleged to be violated: _____

Relief or remedy sought: _____

*The above area **must** be complete before submission. Use additional pages if necessary.*

Informal Meeting Date: _____ With Whom: _____

Step 1

Date Formal Grievance Filed: _____ Rec'd by: _____

President Signature: _____

Deadline for hearing: _____ Hearing date: _____

Disposition delivered on: _____

Step 2

Appeal Date: _____ Rec'd by: _____

Deadline for hearing: _____ Hearing date: _____

Disposition delivered on: _____

Step 3

Appeal Date: _____ Rec'd by: _____

Deadline for hearing: _____ Hearing date: _____

Disposition delivered on: _____

Step 4

Appeal Date: _____ Rec'd by: _____

Appendix E

WESTERVILLE CITY SCHOOLS

DEMAND FOR ARBITRATION

Date: _____

To: _____

Name of party upon whom the demand is made

Address: _____

City and State: _____

The undersigned, a party of an arbitration agreement contained in a written Contract, dated _____, providing for arbitration, hereby demands arbitration thereunder. (Attach arbitration clause or quote hereunder)

NATURE OF DISPUTE:

RELIEF SOUGHT:

You are hereby notified that copies of our Arbitration Agreement and of this demand are being filed with the American Arbitration Association at its

_____

_____Regional Office, with the request that it commence the administration of the arbitration.

Signed: _____

Title : _____

Address: _____

Telephone: _____

Appendix F

WESTERVILLE CITY SCHOOLS
NOTIFICATION OF EXTENDED SICK LEAVE

Instructions:
This form shall be submitted to the Human Resources Office as soon as you become aware of an extended absence of more than ten (10) days of sick leave.

If you become aware that your absence is going to be longer than indicated on this form, you should call the Human Resources Office to obtain a new form to update your status.

If you become aware that you can return sooner than indicated on this form, you should contact the Human Resources Office to inform them of your new return date.

The dates of the absence period are based on the best information available to you at the time of completing this form.

You shall complete (***Sick Leave Affidavit***) not later than the second work day after your return to work.

_____
Date

NAME: _____ BUILDING(S): _____

EMPLOYEE I.D.: _____ _____

_____

GRADE/SUBJECTS: _____

(1) STARTING DATE OF ABSENCE PERIOD _____

(2) ENDING DATE OF ABSENCE PERIOD _____

TOTAL DAYS _____

(3) REASON* _____
(If illness, specify personal or family _____

_____ _____
Date Signature of Employee

* You have a right to, under the Federal Medical Leave Act, up to twelve (12) weeks of leave in a twelve (12) month period for a serious personal or family health condition. If your accrued paid leave runs out, and you have not yet exhausted your twelve (12) weeks of Federal Medical Leave entitlement, you may continue your leave of absence on an unpaid basis by completing a Neg. Form J (Request for Leave). This notice serves to inform you that this paid leave of absence may be counted toward your Federal Medical Leave entitlement, if eligible.