

2016-2019

NEGOTIATED AGREEMENT

OAPSE

Local # 163



NEGOTIATIONS AGREEMENT

This Agreement is made and entered into this first day of September, 2016 by and between the Willoughby-Eastlake City Board of Education, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees, AFSCME/AFL-CIO and its affiliate Local #163, which is hereinafter referred to as the "Association" or the "Union".

ARTICLE 1 - TERMS

The terms and conditions of this Agreement are effective for the period commencing September 1, 2016 and terminating August 31, 2019, except as otherwise provided herein. However, each building will be subject to a written inspection in the fall and spring of each year using an agreed upon form designed by a committee consisting of members from both the union and administration. ~~If 40% or more of the buildings fail the inspection by the spring of 2015, the contract will expire on June 30, 2015.~~ If 40% or more of the buildings fail the inspection by the spring of **any given year 2016**, the contract will expire on June 30, **2016 of said year**. The administration will provide the Union President a copy of the inspection schedule 2 weeks before each inspection. The union representatives ~~will~~ **may** do a pre-inspection using union leave for the purpose of allowing for input prior to the inspection by determining areas of concern. The spring inspection will be done after spring break and before May 1 each year. ~~A failing score will be determined by the committee once the form has been finalized and said failing score will be delineated on the inspection form.~~ **All failing scores will be forwarded to the Superintendent's office and the Union President. The building will have ten (10) working days to rectify the issues noted in the inspection upon which a re-inspection will be completed.**

ARTICLE 33 - PROBATIONARY PERIOD

The probationary period for all new employees shall be sixty (60) calendar days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. The Employer shall have the sole discretion to discipline or discharge such probationary employees and such action cannot be reviewed through the Grievance Procedure. However, the Employer will not discharge a probationary employee because of union membership or union activity.

All promotions or transfers will be for a probationary period of twenty-five (25) working days to allow the Board to determine the fitness and adaptability of the employee to do the work required. Either the employee or the Employer shall have the option of returning the employee to his/her previous position during this probationary period. At the conclusion of the probationary period, the employee shall be appointed to the new position.

It is agreed that, in the event a position is posted for bid, an employee bids upon and is appointed to the position, and the appointee subsequently decides to return to his/her former position, the applicant for the posted position who has the next highest score on the rubric, will be offered the position without re-posting. However, if the beginning or ending time of the posted position changes by two or more hours after the original appointee returns to his/her former position, the position must be re-posted with the new beginning/ending times. This procedure will be followed until all internal applications are exhausted, at which time the position shall be considered open for external bid.

The employer shall send a copy of all postings for Local 163 to the union.

The employer shall notify the president in writing of all newly hired persons that fall under the classifications in the bargaining unit that they represent so that the president or their designee shall be given the opportunity to meet with them for a reasonable amount of time for the purpose of explaining the Union benefits that are available to them as well as having them complete their Union application.

ARTICLE 45 – WAGES

Custodians, Maintenance, Mechanics
Salary Schedule
2016-2017

Step	Class I General Cleaning	Class II Assistant Custodian	Class III Custodian (Unsupervised) Asst. Day Custodian	Class IV A Truck Driver	Class IV B Grounds Maintenance	Class V Utility Bus Mechanic, Assistant Maintenance	Class VI Bus Mechanic, Journeyman Painter, Mason, Carpenter, Electrician, HVAC, Plumber	Class VII Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
0	15.66	19.82	20.45	20.45	20.45	21.01	24.54	24.91
1	16.21	20.54	21.01	21.01	21.01	21.60	25.20	25.59
2	16.51	20.86	21.36	21.36	21.36	21.91	25.51	25.85
3	16.82	21.19	21.57	21.57	21.57	22.13	25.77	26.10
4	17.08	21.19	21.89	21.89	21.89	22.46	26.13	26.40
5	17.38	21.19	22.19	22.19	22.19	22.69	26.29	26.61
6	17.38	21.19	22.19	22.19	22.52	23.02	26.67	26.93

(A) Longevity increments (cumulative) for Willoughby-Eastlake service, all classifications, providing the anniversary date occurs before December 31st, will be:

- After 10 years: 0.31/hour
- After 15 years: 0.32/hour
- After 20 years: 0.33/hour
- After 25 years: 0.05/hour

The Board will pay a one-time stipend of \$500 for the 2014-2015 school year to all full-time employees. This will be payable in a lump sum payment by the end of September 2014.

**Custodians, Maintenance, Mechanics
Salary Schedule
2017-2018**

Step	Class I General Cleaning	Class II Assistant Custodian	Class III Custodian (Unsupervised) Asst. Day Custodian	Class IV A Truck Driver	Class IV B Grounds Maintenance	Class V Utility Bus Mechanic, Assistant Maintenance	Class VI Bus Mechanic, Journeyman Painter, Mason, Carpenter, Electrician, HVAC, Plumber	Class VII Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
0	15.97	20.21	20.86	20.86	20.86	21.43	25.03	25.40
1	16.53	20.95	21.43	21.43	21.43	22.03	25.70	26.10
2	16.84	21.27	21.78	21.78	21.78	22.34	26.02	26.37
3	17.15	21.62	22.00	22.00	22.00	22.57	26.29	26.62
4	17.42	21.62	22.32	22.32	22.32	22.91	26.65	26.92
5	17.72	21.62	22.63	22.63	22.63	23.14	26.82	27.14
6	17.72	21.62	22.63	22.63	22.97	23.48	27.20	27.46

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- After 15 years: 0.32/hour
- After 20 years: 0.33/hour
- After 25 years: 0.05/hour

**Custodians, Maintenance, Mechanics
Salary Schedule
2018-2019**

(Subject to change based on the percentages tied to the unencumbered cash carryover)

Step	General Cleaning		Assistant Custodian		Custodian (Unsupervised) Asst. Day Custodian		Truck Driver		Grounds Maintenance		Utility Bus Mechanic, Assistant Maintenance		Bus Mechanic, Journeyman Painter, Mason, Carpenter, Electrician, HVAC, Plumber		Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic	
	Class I	Class II	Class II	Class II	Class III	Class III	Class IV A	Class IV B	Class V	Class V	Class VI	Class VI	Class VII	Class VII		
0	15.97	20.21	20.86	20.86	20.86	20.86	20.86	20.86	21.43	21.43	25.03	25.03	25.40			
1	16.53	20.95	21.43	21.43	21.43	21.43	21.43	21.43	22.03	22.03	25.70	25.70	26.10			
2	16.84	21.27	21.78	21.78	21.78	21.78	21.78	21.78	22.34	22.34	26.02	26.02	26.37			
3	17.15	21.62	22.00	22.00	22.00	22.00	22.00	22.00	22.57	22.57	26.29	26.29	26.62			
4	17.42	21.62	22.32	22.32	22.32	22.32	22.32	22.32	22.91	22.91	26.65	26.65	26.92			
5	17.72	21.62	22.63	22.63	22.63	22.63	22.63	22.63	23.14	23.14	26.82	26.82	27.14			
6	17.72	21.62	22.63	22.63	22.63	22.63	22.63	22.97	23.48	23.48	27.20	27.20	27.46			

(A) Longevity increments (cumulative) for Willoughby-Eastlake service, all classifications, providing the anniversary date occurs before December 31st, will be:

- After 10 years: 0.31/hour
- After 15 years: 0.32/hour
- After 20 years: 0.33/hour
- After 25 years: 0.05/hour

- (B) Placement on the salary schedule for employees moving across classifications shall be to the first step in the new classification which will increase the employee's level of compensation; no transfer will result in a decrease in the employee's level of compensation.
 - (C) An employee specifically assigned to perform asbestos removal shall be paid a wage of \$28.05 per hour instead of his/her normal rate of pay, for the period of time spent in asbestos removal work.
- The Manager of Buildings and Grounds will provide to the administration a list of those employees who, because of the need to communicate with them in a timely manner, are to receive a monthly stipend of no more than ~~twenty-dollars~~ ~~(\$20.00)~~ **fifty dollars (\$50.00)** to help defray the cost of a personal cell phone used in the conduct of district business. In the event an employee changes positions, such stipend may be withdrawn. If a cell phone is provided to an employee by the district, the monthly amount of reimbursement is not provided.

Personnel employed as a "Truck Driver" shall be employed twelve (12) months per year at full wage to allow for the accommodation of the needs of the District. During the summer months, the administration reserves the right to assign the truck driver to other duties as necessary.

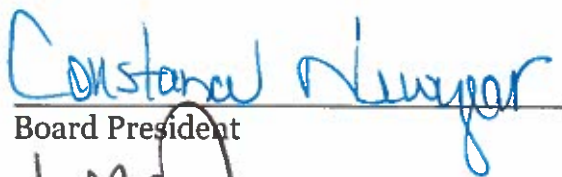
ARTICLE 47 - COMPLETE AGREEMENT

The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in written provisions in this Agreement.

The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.

Any matters or subject not covered herein have been waived by the parties for purposes of negotiations for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect.

For the Board of Education:



Board President

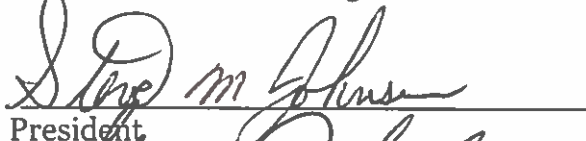


Treasurer



Superintendent

For O.A.P.S.E. Local #163:



President



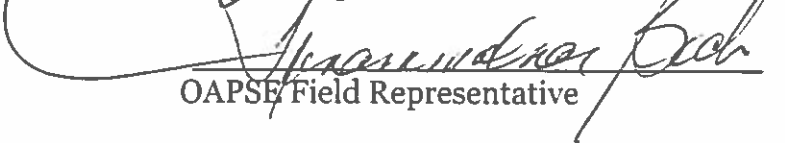
Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



OAPSE Field Representative