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AGREEMENT

BETWEEN

**THE CANTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/
AFSCME LOCAL 4, AFL-CIO AND
OAPSE LOCAL 609**

EFFECTIVE THROUGH

JUNE 30, 2011

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ARTICLE I - RECOGNITION AGREEMENT

- 1.01 The Board of Education of the Canton City School District (hereinafter “Board”) recognizes the Ohio Association of Public School Employees/AFSCME-AFL-CIO LOCAL 4 and Local 609 (the “Union”) as the sole and exclusive bargaining agents for all regular unit members in the Child Nutrition Department.
- 1.0101 The Board agrees to provide a copy of the current collective bargaining agreement between the parties to each newly hired unit member.
- 1.02 The bargaining unit shall include all employees listed as Cafeteria Cooks, Baker/Salad Makers/Pizza Specialists, Cafeteria Helpers, Lunchroom Managers, Lunchroom Foodhandlers, Lunchroom Assistants, Breakfast Managers, Breakfast Assistants, and Lunchroom Manager/Foodhandler.
- 1.03 For the purposes of this Agreement Section 1.02 shall be considered as a combined single unit.
- 1.04 When the Board establishes a new position similar to job classifications then included in the Bargaining Unit, the Board shall notify the Union and provide a copy of the proposed job description, hours and rate of pay. Within ten days of such notice, the Union may request a meeting with the Business Manager to discuss whether the position shall be included as part of the bargaining unit. If no agreement on the issue is reached, the Union may appeal the question directly to step III of the grievance procedure within twenty (20) working days. The Board retains its right to implement its proposed wage rate pending resolution of whether the position is in the bargaining unit.

ARTICLE II - NEGOTIATIONS PROCEDURE

- 2.01 Either party may initiate negotiations for a successor agreement not more than 105 days nor less than 75 days in advance of the expiration date of this Agreement by filing a Notice to Negotiate with the State Employment Relations Board and a copy with the other party. The parties shall hold their first negotiations session by May 1 unless they mutually agree to a different date.
- 2.02 Each negotiating team shall consist of no more than four (4) persons.
- 2.03 Each meeting shall be closed.
- 2.04 All proposals shall be exchanged in writing at the first meeting.
- 2.05 As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party.
- 2.06 Upon reaching a tentative agreement, said contract shall be presented to the Union membership for ratification within ten (10) days. If ratified, the contract shall be presented to the Board for its consideration at its next regular or special meeting.

- 2.07 If sixty (60) days after the initial meeting or a date mutually agreed upon tentative agreement on all items is not reached, the parties shall use the services of the Federal Mediation and Conciliation Service (FMCS).
- 2.08 The parties agree that the foregoing shall be the mutually agreed to alternative dispute settlement procedure.
- 2.09 Each party shall be responsible for making copies of the agreement for its own use. The Board will be responsible for new hires.

ARTICLE III - BOARD OF EDUCATION RIGHTS

- 3.01 The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of its work force which the Board has not specifically abridged, deleted, granted, or modified by the express written provisions of this agreement are, and shall remain, unilaterally and exclusively the right of the Board.

ARTICLE IV - INDIVIDUAL RIGHTS

4.01 Discrimination

The parties have agreed that they shall work together to prevent any unlawful discrimination as to race, color, religion, national origin or ancestry, age, disability, or sex in hiring practices and assignments to jobs and selection for upgrading.

- 4.02 Individuals have the right to join or not join the Union.

4.03 Personnel File

Official personnel files shall be available for inspection at the Board's Central Administration office and, if permitted by law, shall not be open to the public.

- 4.0301 A unit member shall have the right, at reasonable times, to examine and/or obtain at his/her own expense, any material from his/her personnel file.

- 4.0302 A unit member shall be provided with a copy of any material placed in his/her file at the time it is placed in the employee's personnel file. The unit member shall be given an opportunity to prepare a written response to such material which shall be included in the file. No disciplinary action (warning, reprimand or suspension) nor any evaluation shall be placed into a unit member's file without the unit member having an opportunity to sign the document. The unit member's signature is merely an acknowledgement the unit member has received the document and has had an opportunity to read the document and does not indicate agreement with the content. Should the employee refuse to acknowledge receipt and an opportunity to review the document, such refusal shall be noted on the document and signed by the person delivering the document to the unit member.

4.0303 Any person who places written material in a unit member's file shall sign the material and signify the date on which such material was placed in the file. No anonymous materials shall be placed in the unit member's file.

4.0304 a. At any time, a unit member may request in writing that information or other documentation which he/she believes is outdated, irrelevant, or immaterial be removed from his/her file. Such request shall detail the unit member's rationale as to why the material should be removed. If the material is not removed, the employee's request will be attached to the material.

b. Upon the request of a unit member any disciplinary records will be removed from the unit member's file after five (5) years if there has been no disciplinary warning, reprimand or suspension for any reason in the interim period.

c. Should a unit member be disciplined, suspended or discharged from employment, neither the unit member nor the Union may rely upon the defense that the unit member has been an employee with long service and a good record void of any prior disciplinary actions.

4.0305 If a complaint from a member of the public is to be placed in the unit member's file, such complaint shall include the name, address, or phone number and particulars of the complaint. To the extent permitted by law, any complaint found by the District to be unwarranted shall not be placed in the unit member's file.

4.0306 When a request to examine an employee's personnel file has been made, the District will notify the employee that such request was made and, if known, who made it. Notification may be either oral or written. An employee will not be required to sign to see his/her own file. The unit member's social security number and any medical information shall be considered confidential.

4.04 Evaluations

4.0401 Employees shall be entitled to a minimum of two (2) calendar days advance notice of any evaluation meeting. Each employee shall be evaluated annually on a standard evaluation form. Upon completion of an evaluation, the evaluation shall be discussed with the employee during the employee's paid time. Following the discussion, the unit member shall sign the evaluation and shall within one week receive a copy of the same. Once the meeting with the employee for discussion of the evaluation is complete and the employee signs the evaluation, there shall be no changes in the evaluation. Such signature shall denote neither agreement nor disagreement with the evaluation but shall denote only that the unit member has reviewed

and discussed the evaluation. The unit member shall be permitted to respond in writing to the evaluation and such response shall be made a part of the evaluation. Comments in the evaluation should be reflective of the employee's performance and conduct and its impact and affect on the operations and mission of the District.

- 4.0402 All evaluations shall state the time period for which the unit member is being evaluated.
 - 4.0403 All individual evaluation areas rated below satisfactory shall list suggestions for improvement. While it is not always possible to do so, supervisors are encouraged to discuss below satisfactory performance areas with the Unit member prior to the final evaluation in any school year. Failure to discuss areas of concern with a Unit member under this paragraph will not invalidate the evaluation, nor be subject to the grievance procedure.
 - 4.0404 The local Union President shall be notified of the annual date evaluations for the Bargaining Unit are anticipated to be completed.
 - 4.0405 The Business Manager will consider any recommendations from the President of Local 609 to modify the evaluation procedure and forms. Prior to implementing any such recommendations, the Business Manager will notify the President and, if requested, will negotiate concerning the affects of any such change.
- 4.05 No member of the Bargaining Unit will formally evaluate another unit member, with the exception that managers shall, if requested to do so by the building principal, evaluate all Child Nutrition personnel in accordance with Board guidelines and using Board adopted evaluation forms which shall be submitted to the building principal. If approved by the building principal, the evaluations will be signed by the principal and have the same effect as if actually performed by the building principal. If the building principal disagrees with any evaluation submitted by a manager in whole or in part, the building principal may amend the evaluation and shall note the amendment on the evaluation form and advise the employee and the manager of the amendment.
- 4.06 No Bargaining Unit Member shall be required to administer medication.
- 4.07 On or before November 15 of each school year, the Board will post copies of the seniority list on designated bulletin boards in each facility. Unit members shall have to and including December 15 to notify the Business Manager of any alleged errors in the seniority list. Failure to notify the Business Manager of the alleged error shall waive the alleged error. Employees on an approved leave during the posting period shall be exempt from this provision. Two seniority lists will be provided to the local Union President each year.

4.08 The provisions of O.R.C. Section 124.57 shall not apply to unit members and such members may engage in partisan political activity during non-working hours.

4.09 Employee Discipline and Discharge

A. Non-probationary employees may be demoted, reduced in pay, or suspended, or discharged from their job or otherwise disciplined for cause.

B. Disciplinary Procedure

1. Before imposing a reduction in pay, demotion, suspension or discharge on a non-probationary employee, the Business Manager shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the alleged behavior. The employee has the right to be accompanied at the conference by Union representation. The conference will be scheduled as promptly as possible by the Business Manager. The Business Manager may impose reasonable rules on the length of the conference and the conduct of the participants. At the employee's request, the conference shall be recessed for a maximum of three (3) work days to allow the employee time to provide necessary information relevant to the alleged behavior. If the Business Manager determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action and for such additional time that the conference may be recessed.
2. The party bringing the charges will be present at the disciplinary hearing. The employee and/or the employee's representative may ask questions of the charging party relative to the facts of the charge.
3. Progressive discipline should generally be followed.
4. When imposing a demotion, reduction in pay, suspension, or discharge on a non-probationary employee, the Business Manager shall sign a written statement of demotion, reduction, suspension or discharge. The statement shall state the grounds for the disciplinary action or removal. The Business Manager shall furnish a copy of the statement to the employee and, if requested by the employee, to the local Union representative. Disciplinary action is effective according to the terms of the statement of demotion, reduction in pay, suspension, or discharge. An employee who is demoted, reduced in pay, suspended or discharged shall have the right to file a grievance concerning such demotion, reduction in pay, suspension or discharge directly to the last internal step of the grievance procedure. Such grievance shall be filed within the time limits set forth in the last internal step of the grievance procedure.

5. Notwithstanding O.R.C. Chapter 124, this Section shall exclusively govern the continued employment, discipline, and discharge of employees.

6. The parties have adopted a disciplinary form to be used in disciplinary matters. See Appendix C.

The disciplinary form should be completed within one business day of the meeting and only those present at the meeting shall be signatories to the form. A copy of the disciplinary form shall be provided to the employee.

7. When the Business Manager's designee is holding the disciplinary hearing, the employee will be given notice of the designee.

8. When the discipline involves a suspension of three (3) days or more, the individual bringing the charge(s) against the employee may not also serve as the Business Manager's designee for purposes of the disciplinary hearing.

9. Employees should not be disciplined in the presence of other unit members or in public, but the parties recognize there may be exceptions that occur. To the extent provided by law, all matters herein shall be kept confidential.

10. In lieu of suspension without pay, the Administration has the discretion to give an "administrative suspension" which shall be a working suspension with a reduction in pay of 20% for each day of the suspension. For purposes of progressive discipline, an administrative suspension carries the same weight as a suspension without pay.

C. New Employee Probation

1. Each new employee shall serve a probationary period of ninety (90) workdays, during which the Business Manager or Superintendent may discharge the employee at any time without providing reasons and without the need to establish proper cause. In the event a probationary employee is discharged, the Union President and employee shall receive a copy of the notice of discharge.

2. Neither the employee nor the Union shall have any recourse under the contract to challenge a probationary discharge. A probationary employee otherwise shall get the benefit of all provisions of this Agreement in accordance with the terms of specific provisions.

3. Bargaining Unit members who are hired pending the completion of a pre-employment criminal background check shall be subject to immediate termination of employment for failure to meet the requirements of such background check under the same terms as any probationary employees,

even when such background check has been completed outside the time period set forth in Section 4.09 C-1.

4.10 Assault

Any incident of either verbal or physical assault suffered by an employee while on the job shall be promptly reported in writing to the immediate supervisor. The immediate supervisor shall acknowledge receipt of such report and shall report such information to the Business Manager and provide a copy to the Local Union President.

4.11 A. Weather Conditions

Weather conditions, including consideration of the windchill factor, shall be considered by a school principal or his/her designee in determining when lunchroom assistants shall have outside playground duty. The Principal or his/her designee shall consult with the lunchroom manager prior to making this decision.

B. Lunch Period

Four (4) to five (5) hour employees shall be entitled to a fifteen (15) minute unpaid daily lunch period, and five (5) or more hour employees shall be entitled to a thirty (30) minute unpaid daily lunch period.

C. Break Period

Five (5) to eight (8) hour employees shall be entitled to two (2) paid ten (10) minute daily break periods; and employees working two and one-half (2-1/2) to five (5) consecutive hours per day shall be entitled to one (1) ten (10) minute paid daily rest period.

4.12 Subject to program and space availability, children of Bargaining Unit members whose applications for admission have been received by August 15th will be allowed to enroll in the Canton City Schools without being required to pay tuition, provided that no additional staff will be required to admit a child. Transportation of the child to and from school will be the responsibility of the unit member and at the sole expense of the unit member. Such student shall be assigned to their school building and class by the Superintendent or designee. Transportation services will be made available to children enrolled under this provision. Availability will be determined upon the same criterion as contained in the Board's Intra-district Open Enrollment Policy.

4.13 The Board will provide inservice annually on a paid basis which shall be compulsory for all Unit members. The Local President may provide input, but the Board will determine the date, number of hours and program content for the inservice.

4.14 In order for the District to effectively enforce its policy prohibiting harassment because of sex, race, national origin, religion, disability, age, or veteran's status and to take prompt, appropriate corrective measures, it is essential that any and all incidents of

prohibited harassment be reported promptly in writing to either the immediate supervisor or to the Business Manager or to such other person who has been designated by the Business Manager for receipt of such incident reports.

- 4.15 Probationary employees and substitutes shall receive training for their position. Those employees shall receive an orientation from the Manager in the building when they first start working in the building.

ARTICLE V - UNION RIGHTS

As the recognized representative and bargaining agent for the bargaining unit, the Union has the following:

- 5.01 The use of one (1) designated bulletin board within each building for official Union announcements.
- 5.02 The use of members' mailboxes where available for the distribution of Union announcements and memoranda. At the time of distribution, the Union may provide the designated building administrator with an informational copy of any general announcement or memorandum.
- 5.03 The reasonable use of the Board's inter-school mail service for official union business only.
- 5.04 The right upon request to inspect and, if necessary, at its own expense, copy any public document.
- 5.05 Upon application to and approval by the Business Manager, the Union may use school buildings for meetings, so long as no additional costs are incurred by the school district.
- 5.06 Safety
- 5.0601 Twice a year the Administration shall conduct safety meetings(s) with the unit members. Additional meetings may be scheduled by the Board or its designees as appropriate. The unit members are encouraged to bring any perceived safety or health problems to the attention of his/her supervisor. If the problems continue or are not resolved, they may be brought to the Safety Committee by the 609 Safety Committee Representative.
- 5.0602 Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee, acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the Bargaining Unit Member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned with no reduction in pay or hours while the condition is being investigated and/or corrected.

5.0603 No Bargaining Unit Member shall be in any way discriminated against as a result of reporting any condition regarding safety, health, and sanitation. A Bargaining Unit Member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

5.07 Upon written request, the Board shall provide the Union with a copy of any public record.

5.08 Labor Management Committee

There shall be a Labor-Management Committee, the procedures and rules of which shall be established jointly by the Committee members.

5.09 Union Time

Upon reasonable notice to the Business Manager, the president and up to two voting delegates of the bargaining unit shall be permitted to attend their state convention meeting for a maximum of three (3) days at their own expense but without loss of pay. Also, release time not to exceed a total of forty-five (45) hours per year for the Union, shall be made available for members serving on various committees for the betterment of the organization. In a year during which a member of the bargaining unit is a member of the State Executive Board of the Union, up to an additional ten (10) hours of released time will be provided for that employee to meet those responsibilities. Consideration shall be given to a full membership meeting on school time if requested by the chapter.

5.0901 In addition, a one-hour (1) meeting of all new Local #609 unit members with Union officers and school Administrators may be held each year during working hours.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 - Grievance Definition

A grievance shall be defined as a dispute between a unit member or a unit member-represented group and the Board concerning the interpretation or application of only the specific and express written provisions of this agreement. The Union as an entity may file a grievance for a dispute involving a specified express provision of Article I, Article II, Article IV, Article V, Article VI, Article XII and Article XIV and § 7.04. Said grievance shall be filed within twenty (20) working days of the situation giving rise to the filing of said grievance. Grievances not filed within the twenty (20) working day period shall be regarded as invalid. Any grievance involving suspension from or termination of employment or alleged violation of Union rights is subject to immediate review at Step 2 of the Grievance Procedure.

6.02 - Grievance Procedure

- 6.0201 Except as provided in Section 6.01, prior to a formal grievance being filed, the unit member and the administration shall attempt to verbally resolve the situation giving rise to the grievance. The attempt will be between the unit member and the administrator who is directly responsible. Settlements at this level will not be inconsistent with the terms of this agreement and will set no precedents.
- 6.0202 Formal grievances by individual unit members must be signed by the grievant(s) and the appropriate local Union representative. The Union shall notify the Business Manager, in writing, of the local Union representative.
- 6.0203 Representation of unit members shall be limited to designated Union officials. Unit members may represent themselves at the grievance meetings. The Union shall have the opportunity to be present at the grievance meetings and no adjustment shall be inconsistent with the terms of the Agreement.
- 6.0204 All grievances and all grievance dispositions at all steps shall be in writing and dated. Special grievance-disposition forms shall be used. (Appendix B).
- 6.0205 If a decision on 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.
- 6.0206 The parties may mutually agree in writing to an extension of any time limit in this Article. If no extension is agreed upon, the failure of the administration to meet any time limit shall allow the grievant to move to the next step of the grievance procedure.
- 6.0207 The Union's designated representative shall receive a copy of written decisions.
- 6.0208 Any grievance filed prior to the expiration date of this Agreement shall be processed under the terms and the provision of the Agreement in effect when the grievance was filed.
- 6.0209 The Union shall not pursue any grievance to arbitration where the same issue(s) have been submitted to an outside agency for resolution. Unfair labor practices shall be exempt from this provision.
- 6.0210 When a formal grievance is filed, the unit member filing the grievance, or the Union, may contact the Business Manager who will identify the appropriate administrator who will hear the grievance. At any level of the grievance procedure, the Supervisor answering the grievance shall identify the appropriate Supervisor that will be responsible at the next level.

6.0211 Unless the Section of the contract being grieved is one under which the Union has the right to file a grievance, the Board may not rely upon the failure to have filed a grievance previously as precedent.

6.03

STEP I - A grievance, filed within the time limits expressed under Section 6.01, shall be presented to the employee's designated immediate supervisor. Within eight (8) work days of receipt of the grievance, the supervisor shall hold a meeting to endeavor to resolve the grievance. Once the supervisor holds the Step I meeting and if the grievance remains unresolved, the supervisor shall render a written decision within seven (7) work days of the meeting.

6.04

STEP II - If the grievant(s) is not satisfied with the disposition of the grievance under Step I, the grievant(s) may within seven (7) work days of the Step I disposition appeal the grievance to the Business Manager. Within twenty (20) work days of the receipt of the grievance the Business Manager shall reply in writing as to his/her disposition of the grievance. Such written disposition will occur after a meeting with the grievant has been held.

6.0501 If the Board fails to meet the time limits established in Step II and if the grievance proceeds to Step III, the arbitrator's fee shall be assumed by the Board.

6.0502 At the time of delivery of the Step I and II grievance response, the grievant shall be given a dated receipt of delivery.

6.05

STEP III - If the grievant is not satisfied with the disposition of the grievance at Step III, the Union may with the grievant's written concurrence within fifteen (15) work days of receipt of the answer, notify the Business Manager of its intent to submit the grievance to arbitration. If such notice of intent is filed with the Business Manager, the parties will meet within twenty-one (21) days to determine whether the grievance can be resolved. At that meeting, neither the employee-Grievant nor the employee-Grievant's immediate supervisor shall be present. The parties will exchange information that may be helpful in resolving the grievance. If the parties are unable to resolve the grievance through this process, a request for a panel of arbitrators will be submitted under § 6.0501. Any resolution must be approved by the grievant and the Union.

6.0501 The Union and the Business Manager shall jointly request the American Arbitration Association to submit a list of arbitrators that includes only members of the National Academy of Arbitrators. The parties shall select

the Arbitrator by following the rules of the American Arbitration Association which rules will also govern the arbitration hearing.

- 6.0502 The arbitrator shall, if reasonably possible, schedule a hearing within thirty (30) days of notification of selection. The hearing shall be held at a time and place mutually agreeable to the parties.
- 6.0503 The Arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at the decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- 6.0504 The decision of the arbitrator shall be final and binding on all parties.
- 6.0505 The arbitrator's fees and expenses shall be paid by the Board if the grievance is sustained and shall be paid by the Union if the grievance is denied. If the grievance is sustained in part and denied in part, the Arbitrator's fees and expenses shall be shared equally between the parties.
- 6.0506 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. This does not prohibit either party from using the result of the grievance as precedent for other grievances.
- 6.0507 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons essential to the hearing to be present.
- 6.0508 Nothing contained in the grievance procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- 6.0509 No reprisals of any kind will be taken by either party against any party in interest, any building representative or any other participant in the grievance procedure by reason of such participation.
- 6.0510 No Administrator/Supervisor shall be responsible for more than one step of the grievance procedure.

ARTICLE VII - DEFINITION OF TERMS

- 7.01 Regular Employees: Employees who have satisfactorily completed their probationary period and who work on a continuing basis throughout the school year are considered regular employees.
- 7.01A Regular full-time employees are those employees who are hired on a continuing five (5) day per week basis, for a minimum of six (6) hours a day.
- 7.01B Regular short-hour employees are those employees who are hired on a continuing five (5) day per week basis for less than six (6) hours a day.
- 7.02 Salaried Employees: All employees who are hired at an annual rate for a set number of days are considered salaried employees.
- 7.03 Hourly Employees: All employees who are on a daily time basis and paid at an hourly rate shall be considered hourly employees.
- 7.04 Substitute/Temporary Employees: Non-unit personnel hired to fill vacancies due to absence shall be considered a substitute employee. Those employees do not accumulate seniority and are not considered unit members.

Temporary employees are personnel hired to fill vacancies until a permanent employee can be selected. The vacancy should be filled within forty-five (45) days. If the vacancy cannot be filled within the forty-five (45) day period, the Local President shall be advised of the reason for the delay.

- 7.05 Seniority:
- 7.0501 System seniority shall be credited from the most recent date of hire as a regular employee.
- 7.0502 Child Nutrition seniority shall be credited as from the date of regular employment in the Child Nutrition Department only.
- 7.0503 Classification seniority shall be credited as from the date of placement or hire in a particular job classification.
- 7.0504 Should more than one classified employee have the same employment date, first - the date that the Civil Service test was taken and second - the date of application shall determine seniority. Should more than one unclassified employee have the same employment date, the date of the application shall determine seniority.
- 7.0505 The seniority of every employee, after he/she successfully satisfies the probationary period of his/her job, shall be continuous until he/she:

- a. resigns;
- b. retires;
- c. is laid off for a time exceeding the recall period; or
- d. is discharged for cause.

- 7.06 Workweek: A workweek shall be defined as the five (5) consecutive days in any calendar week beginning on Monday and ending on Friday.
- 7.07 Days: Unless otherwise specified in this Agreement, the word “days” shall mean calendar days.
- 7.08 Civil service seniority is work time in a classified assignment.
- 7.09 Business Manager shall mean Business Manager or designee.
- 7.10 Vacancy - A vacancy is a position that remains unfilled as a result of resignation, retirement, termination, transfer or death after the Administration has made a determination that it intends to fill such position or a position that is created as a new position.

ARTICLE VIII - EMPLOYMENT PROCEDURE

8.01 Applications

- 8.0101 Any applicant for a classified position who passes the Civil Service examination will be considered eligible for hire.
- 8.0102 Unclassified Position: To be considered for a non-tested position, the applicant shall apply at the Child Nutrition Office.
- 8.0103 Any regular Unit Member (609) who has completed the probationary period shall be permitted to take the open Civil Service Test for Cafeteria Manager.

8.02 Announcement of Openings

8.0201 The Business Manager shall announce the existence of any vacancy or new position involving two and one-half (2-1/2) or more hours in the Child Nutrition Program within five (5) workdays after the designee determines a vacancy exists or a new position is established. The notice of opening shall be posted for at least seven (7) consecutive days. The notice shall contain a job title, number of hours to be worked and location for the position and the deadline for submitting an application for the position. A copy of the notice shall be provided to the Local President.

Present employees may indicate to the Supervisor of Child Nutrition their interest in a position involving less than two and one-half (2-1/2) hours. The Supervisor shall keep a list of those employees and consider them in the event a vacancy exists. Such list shall be in effect for that current school year.

8.0202 All openings referred to in Section 8.0201 will appear in the weekly journal.

8.0203 During the summer the weekly journal shall be posted on the Canton City Schools web site, will be available on the telephone hotline number and posted on Channel 11.

8.0204 Copies of job descriptions shall be available through the Business Manager. The Union shall have the opportunity to provide input to the Business Manager for consideration in formulating job descriptions.

8.0205 All vacancies and new positions referred to in Section 8.0201 will be advertised as the same position vacated or created. If a job opening is to be filled, it shall be advertised as the same position vacated or created. It shall not prohibit the administration from re-evaluating or modifying the job description, as provided by law.

8.0206 If the Board is considering abolishing a position, it will notify the Union; who shall then have an opportunity to offer input.

8.0207 Summer work shall be advertised in a weekly journal, if known, prior to the close of the school year. After that time, unit members interested in summer work shall notify the appropriate hiring offices in order to be considered for summer employment.

8.03 Appointment and Placement

8.0301 All Child Nutrition related appointments shall be made through the Child Nutrition Department and approved by the Board. Daily hours for Child Nutrition personnel shall be determined according to need at the discretion of management. All new employees shall begin on the first step of the appropriate classification.

8.0302 Once a position is vacant, the administration shall decide if the position is to be filled within thirty (30) workdays. If a vacancy is to be filled, such position beyond the entry level shall be filled within fifteen (15) work days from the close of the posting. Any time requirement in this section may be extended by agreement between the Union and the Administration.

8.0303 A Unit member who has been promoted shall receive the higher pay beginning with the first day following his/her date of appointment by Board resolution.

8.0304 Filling Advertised Positions: All presently employed personnel eligible and bidding on positions shall be considered by the Child Nutrition Supervisor, and said employees shall be notified of the decision by the Child Nutrition Department within seven (7) working days. The Administration agrees to consider present qualified employees who file a timely application before employing personnel from outside the system.

The following factors are guidelines for evaluating the candidacy of present employees and/or applicants:

8.0304.01 Previous job experience.

8.0304.02 Quality and quantity of work performed in the present position.

8.0304.03 Skills.

8.0304.04 In the event 8.0304.01, 8.0304.02 and 8.0304.03 are equal for managers, cooks, or other Civil Service positions, seniority in the classified service shall prevail in awarding the position. For all other positions in the Child Nutrition Department, total Child Nutrition seniority shall prevail. However, the final decision on appointment and placements rests with the Administration; and, it is understood that seniority shall not be the exclusive determination for selection.

8.0304.05 Advertised non-Civil Service positions shall be filled within fifteen (15) work days after the close of the posting so long as there is a qualified candidate and the Board desires to fill the position. However, the final decision on appointments and placements rests with the Administration, and it is understood that seniority shall not be the exclusive determination for selection.

8.04 Probationary Period for Promotional Transfers

- A. A selected candidate shall serve a probationary period in his or her new assignment, and the assignment shall be confirmed or denied within this time period. The probationary period shall be thirty work days to allow the Board to determine the fitness and adaptability of any unit member for the work required. The probationary period may be extended up to an additional thirty (30) days upon mutual agreement of the employee, the Union and the Board. The Board may return the unit member to the former position at any time during the probationary period provided it is not for an arbitrary or capricious reason. In the event an employee does not satisfactorily meet the requirements of the promotional position, said employee shall have the right to employment by replacement of the least senior employee in the former classification.

An employee who has a promotional transfer shall have the right to voluntarily return to his/her former position at any time during the probationary period. The position vacated by the employee will not be considered a vacancy until after the employee successfully completes his/her probationary period.

- B. Any current hourly or salaried personnel hired for another higher classification Child Nutrition position shall not make a rate less than the current rate of compensation earned by said employee. To accomplish this purpose, the employee shall be placed on the second step of the schedule which shall show the minimum increase over the previous rate of compensation of said employee.

8.05 Transfers

A. Involuntary Transfers

In case of involuntary transfer because of unsatisfactory service, employees so involved shall be apprised in advance by the Child Nutrition supervisor. Vacancies created by such transfers shall be subject to the regular bid procedure. Classified employees shall have such rights as provided in the Civil Service Rules and Procedures to appeal such transfer.

B. Lateral Transfers

Lateral transfers and those wishing to move to a lower classification shall be given first consideration. However, the final decision on all placements and transfers rests with the Administration. An employee shall be permitted to make only one lateral or downward transfer during a one (1) year period. The year rule shall be waived in the case of involuntary transfers and may be waived by management in the case of lateral transfers.

- C. If a successful bidder declines to accept a position offer, such person shall not be eligible to bid on another position in the classification for one calendar year.

8.06 Resignations

8.0601 Any unit member desiring to resign from the staff of the Canton City Schools shall notify the Board of such intent, in writing, as soon as possible. Without a written, dated, signed resignation, the Board cannot process final payroll or other documents. A unit member may withdraw his/her resignation prior to the Board action accepting it, by giving written notice to the Supervisor of Human Resources. If withdrawn prior to Board action on the resignation, following this procedure there will be no loss of seniority.

8.07 Absence and Temporary Assignments

- A. Employees shall report off at the earliest possible time prior to the absence and no later than 8:00 a.m. on the date of the absence.
- B. The Child Nutrition Department and Managers shall make a reasonable effort to utilize substitutes when a regular employee is absent. Managers shall have access to an updated substitute list, when needed.
- C. If a unit member is authorized by the Supervisor of Child Nutrition or the Child Nutrition Liaison to do work normally done by an employee in a higher classification, he/she shall be paid the higher pay for the duration of the assignment. (See Section 8.04 (B)).
- D. When an employee reports off, the Board agrees to offer any extra hours to available, regular Child Nutrition employees before using non-Unit personnel as substitutes.

ARTICLE IX - REDUCTION IN FORCE

- 9.01 If the daily hours of an employee are reduced, such employee may bump the least senior employee in that classification with greater hours, provided such hours are equal to or less than the employee's hours prior to the reduction. If there is no less senior employee within the classification with greater hours, the employee may bump the least senior employee with greater hours in any classification previously held by the employee that is within the bargaining unit.
- 9.02 When in the event of building closing, job abolishment, or other reason determined by the Superintendent, reduction in staff is required, the number of people affected by a reduction in force will be kept to a minimum through attrition and by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.
- 9.03 Except for classified employees, in which case Civil Service seniority shall take precedence, Child Nutrition seniority shall apply for purposes of retrogression. On the basis of such seniority, displaced personnel, if qualified and if unassigned because of conditions described in 9.02 above, shall be given the opportunity to select temporary assignment to any existing vacancies as well as to all vacancies resulting from 9.02 above. The assignments would be subject to the procedure outlined in 9.04 below.

- 9.04 All openings, including vacancies resulting from 9.02 above, shall be announced and open for bids by all eligible employees as provided by this Agreement. Therefore, displaced personnel assigned in the manner outlined in 9.03 above may bid on their temporary assigned positions or on any other existing openings for which they are qualified. If the displaced employees' bids are accepted, said group of employees shall not be required to remain in these positions a full year before bidding on other positions as normally required for lateral transfers and new employees.
- 9.05 For the purpose of this section the following classification series shall be deemed to exist: Secondary Child Nutrition, Elementary Child Nutrition, Pre-School Child Nutrition and Breakfast Child Nutrition, Arts Academy and High Ability Programs Child Nutrition, and Alternative School Child Nutrition.
- 9.06 The following classifications shall be assigned to the specified series listed above:
- 9.0601 Secondary Child Nutrition
 - (1) Cafeteria Cook
 - (2) Baker/Salad Maker/Pizza Specialist
 - (3) Cafeteria Helper
 - 9.0602 Elementary Child Nutrition
 - (1) Lunchroom Manager
 - (2) Lunchroom Foodhandler
 - (3) Lunchroom Assistant
 - 9.0603 Breakfast Child Nutrition
 - (1) Breakfast Manager (Elementary)
 - (2) Breakfast Assistant (Elementary and Secondary)
 - 9.0604 Pre-School Child Nutrition
 - (1) Lunchroom Manager/Foodhandler
 - (2) Breakfast Manager
 - 9.0605 Arts Academy and High Ability Child Nutrition
 - (1) Lunchroom Manager/Foodhandler
 - (2) Breakfast Manager
 - (3) Lunchroom Helper
 - 9.0606 Alternative Schools Child Nutrition
 - (1) Lunchroom Manager/Food Handler
 - (2) Breakfast Manager

9.07 Bumping and retrogression of Child Nutrition employees shall proceed utilizing the guidelines hereinafter set forth:

9.0701 All bumping shall be exercised as follows:

(1) First, by a lateral move within the classification, as follows:

- a. by filling any vacancy within the classification to which the employee is assigned provided the hours are equal to or not more than one-half hour less than the hours in the position currently held by the employee; and
- b. if no such vacancy exists, the employee may bump the least senior employee who is junior to the employee in the classification with hours equal to or not more than one-half hour less than the hours in the position currently held by the employee.

(2) Second, if an employee is unable to find a position following the procedures in paragraph (1) of this section, then by retrogression into a lower classification in the classification series, as follows:

- a. by filling any vacancy in the next lower classification in the classification series with hours that are at least equal to or within one-half hour of the hours in the position currently held by the employee; or
- b. if no such vacancy exists, by bumping the least senior employee who is junior to the employee in the next lower classification with hours equal to or not more than one-half hour less than the hours in the position currently held by the employee; or

(3) Third, if the employee is unable to find a position following the procedures in paragraphs (1) and (2) of this section, then by selection of a position in a classification formerly successfully held by the employee, as follows:

- a. by filling any vacancy in a former classification successfully held by the employee with hours that are at least equal or within one-half hour of the hours in the position currently held by the employee; or
- b. if no such vacancy exists, by bumping the least senior employee who is junior to the employee in a former classification successfully held by the employee with hours equal to or not more than one-half hour less than the hours in the position currently held by the employee.

- (4) Nothing in Section 9.0701 prevents an employee from voluntarily selecting any vacancy with substantially fewer hours when exercising their rights under paragraphs (1), (2) or (3), but the employee is not required to do so.
- 9.0702 It is understood by the parties that retrogression or bumping is not intended to allow employees to select an occupied position into which they will move.
- 9.0703 “Bumping” shall be defined as “the displacement of another employee with less Child Nutrition seniority except that Civil Service seniority prevails over Child Nutrition seniority for cooks.”
- 9.0704 Employees retrogressing (bumping) into lower classifications shall not be subject to a probationary period.
- 9.0705 Bumping under Item 9.0702 above shall automatically place the employee on his/her present step in the new wage classification.
- 9.0706 Any employee reduced in classification or laid off shall retain recall rights for a period of one (1) year with the option of extending the recall for another one (1) year period by notifying the Administration by registered mail within thirty (30) days after the end of the first year’s recall rights as to his/her intent to extend the option. Failure to do so shall cancel second-year recall rights. The appointing authority shall not hire nor promote anyone into the classification series of reduction or lay-off until all reduced or laid-off employees are reinstated. Persons declining an offer of reinstatement shall be removed from the recall list.
- 9.0707 The laid-off employee shall provide the Administration with his/her current mailing address, telephone number, and any other pertinent information. In the event of a recall, the employee being recalled shall be notified by registered mail at the address on file with the Administration, as to the date of his/her expected return to work. Each employee being recalled shall be given ten (10) working days’ notice prior to his/her expected return to service. Persons refusing to accept or failing to respond within the ten (10) work day period shall be removed from the recall list. Notice mailed to the address on file with the Administration shall constitute full compliance with the Administration’s duty under this section.

9.08 Layoff Procedure

9.0801 Whenever a regular position in the Canton City Schools is abolished or reduction in force is effected, layoff within the classification or classification series shall proceed in the following order according to the seniority provision of this Agreement:

9.0801.01 Temporary employees.

9.0801.02 Employees serving provisionally who have not completed their probationary period after appointment.

9.0801.03 Employees who have satisfactorily completed their probationary period after appointment.

9.0802 Should an employee being laid off perform a specific specialty, the next employee in line must be willing and able to assume the specialty or accept the lay-off in place of an employee with lesser seniority. "Able" means the ability to perform the specialty with minimal training (up to one week).

9.0803 Recall of laid-off employees shall be based on seniority as outlined in this Agreement.

9.0804 Any unit member subject to layoff shall be notified by certified mail no later than fourteen (14) calendar days prior to the effective date of the layoff. A copy of the layoff notice shall be sent to the Local Union President.

9.09 Under the Provisions of the Above Procedures

Unit members who retrogress to a lower classification shall retain their current hourly wage rate, but not necessarily hours worked per day, and then be frozen at said hourly rate until the hourly wage rate of the new position surpasses that which the employee was earning at the time of retrogression.

9.10 The parties agree that the foregoing procedure shall be the exclusive layoff procedure and that Civil Service statutes, rules or regulations relating to layoff shall not apply. Civil Service shall have no jurisdiction to consider any action under the layoff provisions of this Agreement.

ARTICLE X - COMPENSATION AND PAYROLL PROCEDURES

10.01 10.0101 Child Nutrition schedules are based on hourly rates and days worked.

10.0102 All bargaining unit members regularly scheduled to work four (4) or more hours per day shall receive twenty-six (26) pays or twenty-seven pays in those years where the Treasurer opts to have twenty-seven (27) pays. If there are to be twenty-seven pays in a year, the Treasurer will notify the local presidents of that fact one school year in advance.

All bargaining unit members regularly scheduled to work less than four (4) hours shall receive twenty-one (21) pays.

10.0103 Beginning with the first pay on and after January 1, 2009, payroll shall be made by direct deposit. Pay stubs shall be provided to each bargaining unit member.

10.02 Increments

10.0201 Longevity increments shall be added to pay schedules of all Child Nutrition personnel and shall be paid to those persons having service with the Board. Said increments are expressed in terms of an hourly rate and would be placed in effect at the beginning of the 18th, 21st, and 26th years of employment by the Board.

10.0202 Time spent on the recall list shall not be considered a break in seniority. Such time shall not be considered for purposes of movement on the salary schedule or for qualifying for longevity.

10.0203 Annual increments are earned if a Unit Member is in pay status for at least one hundred twenty (120) days during the preceding contract year.

10.03 Severance Pay:

10.0301 The Board authorizes severance pay for all eligible school employees. No person shall collect severance pay more than one time. An eligible employee is interpreted to be an employee of the Board who has been accepted in his/her retirement system and approved for retirement benefits, and who has earned and accumulated sick leave days.

10.0302 The Board shall provide severance pay in an amount equal to one-fourth (1/4) of the employee's accumulated sick leave days up to a maximum accumulation of one hundred twenty (120) sick leave days.

In addition, employees who have accumulated more than one hundred twenty (120) days of unused sick leave shall be entitled to an amount equal to one-fifth (1/5) of the days accumulated over one hundred twenty (120) to a maximum of two hundred eighty-five (285) days or an additional payment of thirty-three (33) days for an aggregate of sixty-three (63) days. If, upon retirement, the bargaining unit member has the

maximum amount of sick leave accumulated and unused, e.g., two hundred eighty-five (285) days, the unit member shall receive a credit of two additional days of severance pay. A daily rate of pay will be based on the employee's daily rate of pay for the last completed year of service.

- 10.0303 Employees shall make application for severance pay on Board forms to be eligible for payment.
- 10.0304 In the event a bargaining unit member dies while in the employ of the schools after rights have vested under SERS, severance pay shall be paid to the employee's estate.
- 10.0305 The severance payment provided in Section 10.0302 above will be made within sixty (60) calendar days of the later of the retirement date or the employee's application for such payment.

10.04 Payroll Deductions

- 10.0401 The following payroll deductions shall be available:
- A. Union dues;
 - B. Annuities made available because of a showing of interest of fifteen (15) or more employees;
 - C. Insurance;
 - D. Credit Union;
 - E. United Way;
 - F. Union designated political action committee;
 - G. Ohio Public Employee Deferred Compensation Program;
 - H. Ohio Tuition Trust; and
 - I. United Negro College Fund.

In addition, the Board will have payroll deductions for fair share fee as provided in Section 10.07.

10.040101 Process for Credit Union Payments

- A. For cooks, there shall be twenty-four (24) bi-weekly deductions (2 per month).
- B. For other personnel, if possible and when possible, there shall be biweekly deductions (2 per month) from September through June.

10.040102 Process for Union Dues

- A. The employer agrees to provide payroll deduction of dues for any employee upon presentation of a signed authorization individually executed by the employee.
- B. Payroll deduction shall commence in September and continue for twenty (20) consecutive pay periods. New hires shall have their dues pro-rated over the portion of the year for which they are members and the District shall start payroll deduction with the first pay following at least a one week receipt of the signed authorization for the deduction.
- C. Dues deduction authorizations, once submitted by the employee, shall be continuous until the authorization is revoked by the employee through written notification by the employee to the school Supervisor of Human Resources or designee. The revocation must be made in writing to the school Treasurer between June 20 and June 30 in the final year of the contract.
- D. A Union officer shall be required to notify the Supervisor of Human Resources or designee of the Board, in writing, prior to August 15 of any school year of any change in the dues for the fall semester or by December 15 of any change in the dues for the spring semester.
- E. The Union agrees to indemnify and save the Employer harmless against any and all claims that may arise of, or by reason by, action taken by the Employer in reliance upon an authorization card submitted by the employee.
- F. Dues deduction may be started at any time during the twenty (20) pay periods but any deduction missed must be made up by the employee.
- G. All monies deducted and a report of all deductions shall be sent to the State Union Treasurer within five (5) days of the pay period. A copy of the report shall be sent to each local Union Treasurer.
- H. The employer agrees not to honor a check off authorization or dues deductions authorizations executed by an employee in the bargaining unit

in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, term and conditions of employment.

- I. A list of all unit employees will be mailed to the State Union Treasurer annually. The list will indicate the employee's job classification, hourly rate and annual number of hours scheduled. A copy will be provided to the local Union President.

10.05 Salary and Wage Schedule

10.0501 The salaries and wages are set forth in the attached schedule.

During the life of this Agreement, the following wage increases shall be implemented:

1. 1.5% increase + \$.05 per hour effective July 1, 2008;
2. 1.75% increase effective July 1, 2009; and
3. 1.95% increase effective July 1, 2010 contingent upon the ability of the Board President, the Superintendent and Treasurer to execute the certificate required by O.R.C. § 5705.412 for the 2010-11 fiscal year. The Board will notify the local presidents in writing no later than March 1, 2010 if the Section 5705.412 certificate for the 2010-11 fiscal year cannot be executed. In that event negotiations will commence in accordance with Article II.

10.06 Overtime

Any time worked in excess of eight (8) hours during a workday and any time worked in excess of forty (40) hours during a workweek or work performed outside the workweek shall be at a rate of time and one-half. Extra work, including overtime, will be divided as equally as possible among all regular Child Nutrition employees of a particular facility. The overtime rate will be computed on the weighted average basis as established in federal regulations.

10.0601

- A. A list will be established at the beginning of each school year at each secondary school facility for Child Nutrition employees to sign up for extra work for which they may be interested. The list will be revised as employees sign up for extra work throughout the school year. Sign up for extra work shall be on the form attached as Appendix __ - 1.

- B.** In addition, employees who are qualified to perform the work may sign up once each school year to work extra events. Sign up for extra events shall be on the form attached as Appendix ___ - 2 and must occur by the conclusion of the second week of the school year. Failure to sign up will result in forfeiting the right to work extra events for the remainder of that school year. If an employee signs up for the list and removes her name from the list, the employee will not be eligible to go back on the list until the following school year. Events using kitchen facilities for which Child Nutrition personnel are to be used, shall be assigned to the cook or other qualified bargaining unit employee in accordance with § 10.06.

10.07 Fair Share Fee

10.0701 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

10.0702 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be not more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board no later than October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union.

10.0703 Schedule of Fair Share Fee Deductions

- A. Payroll deductions of such fair share fees shall begin at the second pay date in January and end the second pay in June except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after the date of their employment.
- B. The Supervisor of Human Resources or designee of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

10.0704 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

10.0705 Procedure for Rebate

- A. The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- B. Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

10.0706 Hold Harmless

- A. The Union agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including court costs. If the Union refuses to provide an attorney to defend the Board in any such action, the Union agrees to reimburse the Board for attorneys' fees, in addition to the aforementioned costs. For purposes of this Section, the term "Board" includes the Board of Education Canton City School District, its members, the Supervisor of Human Resources or designee, Superintendent and all members of the administrative staff.
- B. The Board shall provide written notice within ten (10) calendar days of any claim made or action filed by a non-member for which indemnification may be claimed. The Board agrees to (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliates to intervene as a party if it so desires, and/or (c) to not

oppose the Union or its affiliates' application to file briefs amicus curiae in the action.

10.0707 Objections to Fair Share Fees

- A. Any member of the bargaining unit who objects to the payment of the fair share service fee by reason of membership in and adherence to the tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board ("SERB") to seek a declaration from SERB that the member not be required to financially support the local in accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code.
- B. It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C) of the Ohio Revised Code.

10.08 Payroll Adjustments

Any error resulting in insufficient payment of \$25 or more in the regular pay for a unit member shall be corrected and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the payroll department. Any error resulting in insufficient payment of less than \$25 in the regular pay for a unit member or any error in extra pay for overtime or extra hours or extracurricular services shall be corrected and added to the next payroll check issued not earlier than five (5) working days after the unit member provides notice to the payroll department. Payroll will provide proper notice to a unit member of an overpayment before a deduction is made at least fourteen (14) days in advance. An adjustment of \$50 or less will be deducted from the unit member's next pay. An adjustment in excess of \$50 but less than \$100, will be deducted in equal amounts from the unit member's next two pays. Adjustments of \$100 or more shall result in an agreement between the employee and the Business Manager to work out the schedule of repayment.

ARTICLE XI - FRINGE BENEFITS

In addition to mandated fringe benefits, the following benefits shall be available to unit members on the basis described.

11.01

11.0101

- A. Members of the bargaining unit working 1,950 hours or more per year are eligible for fully paid family coverage for hospitalization, dental and vision care, except that effective July 1, 2009 those unit members shall contribute, via payroll deduction, 3.50% of the hospitalization premium, increasing to 6.00% effective July 1, 2010 provided, however, that the increase effective July 2010 is expressly contingent upon implementation of the third year wage increase as set forth in Article X, Section 10.05 (3) above. Further, if the wage rates do not increase effective for the fiscal year July 1, 2010 through June 30, 2011, employee premium contributions will be continued at the levels required for the fiscal year July 1, 2009 through June 30, 2010. Premium contributions will not be required in months where there is a premium holiday. The Flex Plan Program will be used in connection with employee premium contributions beginning with the fiscal year July 1, 2009 through June 30, 2010.
- B. All other members of the bargaining unit receiving fully paid hospitalization as of June 30, 1995 shall continue to receive fully paid hospitalization, except that effective July 1, 2009 those unit members shall contribute, via payroll deduction, 3.50% of the premium, increasing to 6.00% effective July 1, 2010 provided, however, that the increase effective July 2010 is expressly contingent upon implementation of the third year wage increase as set forth in Article X, Section 10.01 (3) above. Further, if the wage rates do not increase effective for the fiscal year July 1, 2010 through June 30, 2011, employee premium contributions will be continued at the levels required for the fiscal year July 1, 2009 through June 30, 2010. Premium contributions will not be required in months where there is a premium holiday. The Flex Plan Program will be used in connection with employee premium contributions beginning with the fiscal year July 1, 2009 through June 30, 2010.
- C. Other members of the bargaining unit hired prior to June 30, 1995 working less than 1,950 hours per year and who are enrolled hospitalization as of September 30, 2004 or who enroll after September 30, 2004 and are regularly scheduled to work at least 22.5 hours per week shall be eligible for prorated hospitalization insurance based upon the following formula:
- Total assigned hours per day times scheduled workdays per fiscal year, including scheduled paid holidays, divided by 1,950 hours equals the percentage of the fringe rate to be paid by the Board based upon family hospitalization rate as the allowance toward individual or family coverage; provided their premium share is not less than that provided to employees under paragraphs A and B of this section.
- D. The Board shall pay 100% of the cost of dental and vision care coverage for all bargaining unit members hired prior to June 30, 1995 who were eligible for such coverage on that date. Those bargaining unit members hired prior to June 30, 1995 who were not eligible to receive 100% Board paid dental and vision and who are enrolled dental and vision care coverage as of September 30, 2004 or

who enroll after September 30, 2004 and are regularly scheduled to work at least 22.5 hours per week shall be eligible to purchase such benefits under the formula set forth under 11.0101 E.

- E. All bargaining unit members hired on or after July 1, 1995 scheduled to work less than 1,950 hours in a fiscal year and who are enrolled hospitalization, dental and vision coverage as of September 30, 2004 or who enroll after September 30, 2004 and are regularly scheduled to work at least 22.5 hours per week shall be eligible for hospitalization, dental and vision care based upon the following formula:

Total assigned hours per day times scheduled workdays per fiscal year, including scheduled paid holidays divided by 1,950 hours equals the percentage of the fringe rate to be paid by the Board on individual or family hospitalization, dental and vision care coverage.

- F. The unit member's share of the insurance cost, if any, shall be deducted in equal amounts from each pay. For those unit members with only twenty-one pays, the deductions must include payments for coverage after the end of the school year or the employee must make arrangements to make the premium payments by the first day of each month. For those employees with insufficient pay to make the deductions, the employee must make arrangements to make the premium payments by the first day of each month. Failure to make such payments will result in immediate cancellation of the unit member's coverage.
- G. Insurance coverage under this Article shall commence the first day of the month following an eligible employee's application for benefits.
- H. For any salaried employee who is enrolled in the hospitalization program and who is absent in excess of sick leave days, the Board agrees to assume the full cost of coverage for said employee for the duration of his/her illness, but no longer than the remainder of the contract year. The same shall be true for eligible hourly personnel through the end of the current school year.
- I. Both Hospitalization and Group Life Insurance policies are terminated at resignation or retirement. Life insurance terminates on the day that resignation is effective. Hospitalization terminates on the last day of the month in which the resignation is effective.
- J. The Board shall provide coverage as set forth in The Stark County Schools Council of Governments (COG) Health Benefit Plan, subject to such changes as may be made in the COG Health Benefit Plan from time to time. Unit members who are enrolled in the District's insurance plan(s) as of the effective date of the conversion to the COG Health Benefit Plan shall continue to be eligible for coverage under the COG Health Benefit Plan provided there is no loss of seniority. Unit members hired on or after the date of conversion to the COG Health Benefits Plan must be contracted to work at least 22.5 hours per week to be eligible for insurance benefits.

K. Should the premium be inflated in any year to repay any loan from the COG Health Benefit Plan to the Canton Schools, the amount of such inflated premium shall be fully paid by the Board and the inflated premium less the amount of inflation will provide the amount against which the percentage of Employee Share will be applied.

L. Bargaining unit members enrolled in the District's insurance programs (whether directly or as a dependent) and employed by the District as of August 31, 2004, if reemployed, shall continue to be eligible for insurance benefits. Bargaining unit members who enroll in the District insurance programs after August 31, 2004 shall be eligible to participate in the District's insurance programs if scheduled to work 22.5 or more hours per week.

11.0102 If an employee is absent on leave because of an injury at work and has been awarded worker' compensation in any claim(s), the Board will continue its share of insurance benefits for up to one year, cumulatively, during the lifetime of the employee's employment with the Board.

11.02 Life Insurance

11.0201 The Board shall pay 100% of the cost of life insurance. The group life insurance coverage shall be \$50,000 Life and Accidental Death and Dismemberment coverage for all unit members employed before January 1, 2005 and for all bargaining unit members hired on or after January 1, 2005 who are regularly scheduled to work 22.5 hour or more per week. Unit members shall have the option of purchasing additional coverage in accordance with and subject to the COG Health Benefit Plan policy; currently unit members may purchase additional term life insurance at the group rate, in \$5,000 increments up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with the requirements of the insurance carrier.

11.0202 If the employee has provided the District the name and current address of her beneficiary, the District shall notify the beneficiary of the insurance and provide information as to whom to contact.

11.03 Miscellaneous Provisions

11.0301

A. Employees who do not choose to enroll in either life insurance or hospitalization plan shall not receive the equivalent amount in other forms of compensation. Employees who choose not to enroll in the life insurance plan must sign a waiver.

B. No additional credit shall be given on family premium if employee chooses not to take group life insurance.

11.04 Paid Holidays

11.0401 Child Nutrition employees shall be paid for the number of daily assigned hours for the following during the school term:

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

11.0402 Employees who have completed the previous school term shall be paid for Labor Day. This pay shall be based on the number of hours assigned in the current school year.

11.0403 In order to receive holiday pay, an employee must work the last scheduled day before the holiday and the first scheduled work day after the holiday, unless the absence is excused in advance.

11.05 The Canton City Schools' Adult Evening Classes shall be open to Unit members on a space-available basis at no charge.

ARTICLE XII - LEAVE FROM DUTY

12.01 Unpaid Leaves of Absence

12.0101 Illness and Disability Leave

Any member of the bargaining unit who is unable to perform the duties of his/her position because of personal illness or other disability, upon application to the Board, shall be granted a leave of absence without pay or benefits for a specified period not to exceed one (1) year. Such leave may be renewed for another specified period not to exceed one (1) year.

12.0102 Parental Leave

Parental leave of up to three (3) months shall be granted to a member of the bargaining unit immediately after birth or adoption of a child. Application for parental leave must be made at least sixty (60) days prior to the anticipated commencement. Such leave shall be without pay or benefits.

12.0103 A member's seniority shall continue for the entire leave period and any extensions, although there will be no accumulation of service credits for pay or benefits under the Agreement. Upon return from leave, the member shall be entitled to reinstatement in his/her classification in the same or a comparable position. If that position or comparable position no longer exists, such person shall be assigned to such next lower comparable

position for which he/she is qualified. An employee returning from a leave of three (3) months or less shall be returned to the same assignment held before the leave, if it exists.

12.0104 Reinstatement or Early Terminations

Applications for reinstatement or termination of a leave of absence before its expiration date shall be made in writing by the member to the Business Manager and accompanied by a statement from the attending physician, if applicable, permitting a return to duty. This request must be made ten (10) days prior to the member's return to duty.

12.02 Special Leave

12.0201 A maximum of three (3) days special leave per school year (July 1 to June 30), not cumulative, shall be available to all regularly employed Child Nutrition personnel.

12.0202 When special leave is requested, the procedure shall be to complete the specific form for this purpose checking one of the reasons listed below, and submitting the form to the Child Nutrition Supervisor in advance of the leave:

- A. Funerals not covered by sick leave.
- B. Illness not covered by sick leave.
- C. Financial, marital, and/or legal problems that cannot be taken care of during off-duty hours.
- D. Weddings and graduations of children.
- E. Personal and private problems of an emergency nature that cannot be taken care of during off-duty hours.

12.0203 Special leave may not be used on the first or last day of the school year or on the day before or after a school holiday except by written permission of the Business Manager.

12.0204 Special leave shall not be charged to sick leave.

12.0205 The misuse of special leave shall be grounds for disciplinary action.

12.0206 No special leave shall be taken for the following:

- A. Recreational purposes.
- B. Gainful employment during school hours.

- C. Professional meetings and clinics.
- D. Those situations covered by sick leave.
- E. Inclement weather or traveling conditions unless reasonable effort has been demonstrated to reach the work assignment. The Business Manager shall determine reasonableness of effort.

12.0207 Except in cases of emergency, three (3) days notice for use of special leave shall be required.

12.03 Sick Leave

12.0301 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the unit member's immediately family. Members of the unit member's immediate family shall include grandparent, parent, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, step-children, foster children, foster parents, grandchildren, and any other person who because of relationship to the unit member shall be determined by the Business Manager to be members of the unit member's immediate family.

12.0302 One and one-fourth (1-1/4) days of sick leave shall be granted to unit members for each completed month of employment up to fifteen (15) days per year. Unused sick leave is cumulative to two hundred eighty-five (285) days.

12.0303 If sick leave is taken and medical attention required, the employee may be required to provide a statement listing the name and address of the attending physician and the date(s) when the physician was consulted.

12.0304 Misuse of sick leave may be grounds for disciplinary action.

12.0305 Each newly hired unit member and, upon application to the Human Resources office each unit member who has exhausted his or her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year to be charged against sick leave he or she subsequently earns. Such advancement will be made only upon the employee's request.

12.0306

1. When a bargaining unit member has exhausted accumulated sick leave and benefits, if any, remaining under the Family Medical Leave Act, and is still unable to return to work for health reasons, such bargaining unit member shall be placed on an extended medical leave without pay or

benefits until able to return to work. Such leave shall not exceed two years, however it may at the discretion of the Board be extended for up to two additional years.

2. Individuals electing to use such leave shall:

- A. Be entitled to notification of the last day of paid leave or termination of benefits as a result of FMLA leave terminating and to the continuation of insurance coverage at Board expense until the end of the month of notification provided a doctor's statement justifying the continuation of the leave is submitted promptly upon notification.
- B. Shall notify the Supervisor of Human Resources in writing of the intent to use the leave within one (1) week of learning that sick leave or FMLA leave has expired.
- C. Identify the anticipated duration of the leave.
- D. Unless already advanced in that contract year, be entitled to the advancement of five (5) days sick leave.
- E. Notify the Supervisor of Human Resources in writing of whether to continue any or all insurance coverage. If coverage is to be continued, payment in the amount of the premium shall be made to the Supervisor of Human Resources on or before the 28th day of the month prior to the month the premium is due and shall continue monthly until no longer desired, until the leave expires or the individual returns to work, whichever occurs first.
- F. Be entitled to return to employment in the same position held at the commencement of the leave.
- G. Upon return from the unpaid leave of absence, be entitled to have the Board pay the insurance coverage as provided in the contract if the employee works at least one-half of the scheduled work days for the month.

12.0307

Any bargaining unit member who utilizes sick leave while off work due to a work related injury or illness and whose absence from work, due to the work related illness or injury, is more than thirty (30) work days shall have the right to purchase back the sick leave utilized during this time at the level which the total workers' compensation payment will purchase. Such sick leave can be purchased "one time only" per claim at the same daily rate which exists when it was utilized, and can be repurchased upon

payment from lost wages from the Ohio Bureau of Workers' Compensation and Industrial Commission.

12.0308 Sick Leave Bank

Effective January 1, 2009, the Canton City Board of Education and the OAPSE Locals 107, 161, 161A and 609 agree to administer a Sick Leave Bank according to the following:

1. A Sick Leave Bank Committee comprised of the Superintendent or his/her designee; the President of each local or his/her designee; the Treasurer or his/her designee; the Business Manager or his/her designee; and the Child Nutrition Supervisor or his/her designee.
2. A Sick Leave Bank shall be established to provide sick leave benefits to bargaining unit members who had exhausted all their accumulated sick leave due to catastrophic or serious injury/illness suffered personally or by a family member that includes: employees, employee's spouse, employee's dependent and employee's children under the age of 18.
3. Definitions:
 - a. Catastrophic illness means a life-threatening illness or injury.
 - b. Serious illness or injury means an illness or injury which is not life-threatening, but one which requires in-patient hospitalization in excess of five (5) consecutive days; or confinement to bed on doctors' orders for a period of greater than ten (10) consecutive days.
 - c. Normal pregnancy does not fall within the definition of a catastrophic or serious illness.
4. The decision to grant or deny any request shall not be subject to the grievance procedure. Neither the granting nor denial or any request for such leave shall be considered precedent for any future Sick Leave Bank request. An individual may contact the Sick Leave Bank Committee for further explanation should they have no sick leave days; and/or to arrange for unique requirements for use of sick leave while in the Sick Leave Bank.

The member shall not receive sick leave days from the Sick Leave Bank if the absence pertains to workers compensation and/or disability retirement. This leave is not intended to substitute for Disability Retirement.

5. In order to participate in the Sick Leave Bank an eligible employee must irrevocably contribute one (1) sick leave day (one sick leave day is equal to the employee's day) to the bank. Advanced sick leave days are not

eligible for membership contribution to the sick leave bank. This sick leave day contribution does not count toward personal absences.

6. The Sick Leave Bank year will run from January 1st to December 31st.
7. The enrollment period shall be November 1st to November 15th; or the following Monday if November 15th falls on a weekend. The employee's one-day contribution shall be deducted from the December sick leave day accrual. The one (1) day December deduct will be credited into the Sick Leave Bank beginning January 1st.

Each local shall be responsible for collecting all completed enrollment forms from employees covered by that local and delivering them to the Treasurer's Office by November 20th.

8. The employee's one (1) day contribution shall be deducted from the December sick leave day accrual. The Sick Leave Bank "zeroes out" on December 31st. The one (1) day deduct into the new Sick Leave Bank year will be made in January of the new Sick Leave Bank year. Coverage for the new years begins January 1st.
9. Membership in the Sick Leave Bank automatically rolls over and each year one day shall be deducted unless the Sick Leave Bank Committee is notified to the contrary, by the employee, in writing by November 15th, or the following Monday if November 15th falls on a weekend.
10. To be eligible to receive sick days from the bank, an employee must have exhausted all sick days prior to applying for Sick Leave Bank days. There will be no advancement of sick leave days while using days from the Sick Leave Bank.
11. The member's maximum annual (calendar year) use of Sick Leave Bank days shall be forty (40) days with a lifetime maximum of one hundred and twenty (120) days per member.
12. While in the Sick Leave Bank an employee does not accumulate sick leave days, nor do sick leave days accumulate to the bank.
13. An employee will not be required to pay back sick days after they return to work.
14. The Sick Leave Bank shall not exceed a maximum of one (1) day times the total number of employees covered by this agreement.
15. Enrollment and request for Sick Leave Bank days shall be made on forms provided by the Sick Leave Bank Committee.

16. An approval form will be provided by the Sick Leave Bank Committee. The form will require certification by a physician, as well as signature of receipt of approval form by the Treasurer's Office.

12.04 Calamity Days

- 12.0401 Contract and hourly personnel shall be required to work on days when schools are closed due to a calamity if specifically requested by the Administration unless, because of said calamity, an employee is unable to report. (Calamity shall be considered as snow, fire, or other events which create personal hazards.)
- 12.0402 Personnel requested to report are required to report for work and shall not be paid overtime or premium pay unless they work hours extending beyond their regularly scheduled hours. In this case, they are entitled to overtime or premium pay.
- 12.0403 If an employee is required to work on a calamity day, compensatory time off shall be taken by such employee within the next thirty (30) days. Compensatory time off shall be taken with the permission of the employee's immediate supervisor and shall not be accumulated throughout the year.
- 12.0404 All other contract and hourly personnel shall not be required to work on days when schools are closed due to a calamity. If days are made up at a later date, employees shall work without additional compensation.
- 12.0405 Calamity days time off shall not be counted in determining an employee's sick leave or special leave.
- 12.0406 If a calamity day is declared after an employee arrives at work, the employee shall be given compensatory time off for the time worked or, at the employee's option, paid double time for the time worked.

12.05 Jury Duty - Court Witness

- A. Any unit member who is absent from his/her work assignment for jury duty shall be paid for the day/s at their regular rate of pay. Unit members shall not be required to turn over any jury duty pay.
- B. Where a regular unit member is subpoenaed to a court of law on school related legal business, i.e. witness to a crime, student assault or child abuse, involving persons other than the unit member (and exclusive of disputes with the Board of Education), the unit member shall be granted the necessary time off with full pay less any witness fee paid by the court upon presenting a copy of the official subpoena to the Executive of Human Resources or designee.

12.06 Professional Meetings

Absence with or without pay may be authorized by the Business Manager to permit employees to attend meetings and conferences of a professional nature. Authorization for such absence shall be obtained prior to the absence by a written request to the Business Manager.

12.07 Physical Assault Leave

12.0701 A unit member who is required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed ninety (90) workdays upon the employee's delivery to the Supervisor of Human Resources or designee a signed statement on forms prescribed by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s), if available, causing the assault, the facts surrounding the assault and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). The Board will likewise be willing to support unit members if they choose to file charges on their own. If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability.

12.0702 Full payment for assault leave, less worker's compensation shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Supervisor of Human Resources or designee. Falsification of either the above statement or a physician's certificate is grounds for suspension or termination of employment under the provisions of this contract.

12.0703 Where the member exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional paid leave is granted shall be determined solely by the Board. Where the assaulted employee becomes eligible for benefits under the School Employees Retirement System because of any disability or because of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

12.08 FMLA Leave

12.0801

A. Under the Family and Medical Leave Act ("FMLA"), a bargaining unit member who has been in pay status at least 1250 hours in the twelve month period preceding

the commencement of a leave is entitled to take up to twelve weeks of unpaid leave in a twelve month period (for purposes of this Agreement, such twelve month period shall be considered to run from July 1 through June 30, consistent with the District's fiscal year) in the following circumstances:

1. the birth of a child; or
 2. the placement of an adoption or foster care child with the employee; or
 3. the care of a spouse, child or parent who has a serious health condition; or
 4. a serious personal health condition that prevents the employee from performing the functions of his/her position.
- B. In cases where the Board employs both the husband and wife, each is entitled to twelve (12) weeks of FMLA leave for the birth or placement of their child.
- C. This Section does not limit or enlarge entitlement to paid or unpaid leave for which a unit member is otherwise eligible under this Agreement. However, if a unit member is entitled to and take paid sick leave for any of the circumstances set forth in A (1-4) above, the leave will be treated as and counted against FMLA available under this Section and the unit member must comply with the requirements of this Section.

12.0802

- A. The unit member will provide the Business Manager with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the unit member's need for leave is foreseeable. If the unit member's need for the leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to FMLA for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
- B. Whenever the leave is necessitated by the serious health condition of the unit member or his/her family member, and is foreseeable based upon planned medical treatment the unit member shall provide the Business Manager with no less than thirty (30) days prior written certification issued by a health care provider to support his/her request for leave. If a unit member requires intermittent leave as set forth below, the unit member shall provide the Business Manager with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the unit member shall provide notice as early as possible.

12.083

When medically necessary, a unit member may take intermittent FMLA Leave. The unit member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

12.084

The Board retains its right, at its own expense, to require the unit member to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at its expense, the unit member obtain the opinion of a third health care provider who shall be mutually agreed upon by the unit member and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for FMLA Leave.

12.085

Any ambiguities in this Section shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms not defined in this Section shall have the same meaning as those terms are defined in the FMLA.

12.0806

During such leave the bargaining unit member is entitled to the continuation of health benefits with the same level of Board contribution as exists during work time.

12.09 Temporary Duty Plan

The principle purpose of this Temporary Duty Plan ("Plan"), is to assist an expedited return of the bargaining unit member(s) to their original, prior to injury, status, as soon as possible, without jeopardizing the operations of the District or the safety of the employee. It is an interim step in the physical conditioning and recovery of a worker who has a work related injury.

1. The Plan shall be overseen by the Business Manager who will coordinate the employee's participation in the Plan in accordance with the employee's limitations as set forth by the Managed Care Organization ("MCO") in consultation with the employee's physician and consistent with the needs of the District and in accordance with the limitations of the Agreement or any laws or statutes that may apply. The District retains the sole right to:
 - A. Determine those employees that shall be permitted to participate in the Plan.
 - B. Change the work hours and work location of any employee that has agreed to participate in the Plan and the set work hours and location for any employee that has agreed to participate in the Plan.

- C. Determine the duration of the Plan which shall not exceed fifty (50) days.
2. Any employee who has been approved for a compensable lost time claim under Workers' Compensation is eligible to participate in the Plan.
 3. An employee wishing to participate in the Plan shall submit a request to participate to the Business Manager. The MCO will provide the Business Manager with a statement as to any and all limitations that need to apply for consideration of the employee's approval to participate in the Plan.
 4. When the Business Manager determines a position exists for the injured worker to participate in the Plan (in keeping with the limitations as set forth by the MCO in consultation with the employee's physician), the Business Manager shall reduce the offer to writing. The statement shall include the number of hours and days to be worked per week and in total; actual times and location of the position; job description of the position; and hourly wage and benefits to be provided. A copy shall be sent to the appropriate Local President. The statement shall be submitted to the MCO for approval.
 5. Subject to the conditions above and the approval of the MCO for the employee's participation in the Plan, the Business Manager will give written confirmation of the reporting date and hours of work. The employee must respond to the Business Manager's written offer within five (5) work days. Failure of the employee to respond to the written offer within five (5) work days will be considered a rejection of the offer.
 6. An employee participating in the Plan shall receive the same rate of pay as the employee was receiving at the time the employee left work because of the injury and will receive all other benefits afforded under the Agreement.
 7. The eligible employee will be given a specific start and stop date for the transitional program. The period of time may be extended for special circumstances.
 8. The District retains the exclusive right to determine the number of employees or the positions in any particular job classification eligible to participate in the Plan. No employee will be permitted to participate in the Plan if there is an existing layoff in that classification of a senior person or if such participation would cause a layoff or reduction in hours for a senior, existing bargaining unit member.
 9. The employee will be denied participation in the Plan if the MCO in consultation with the employee's physician determines the employee is physically unable to perform the duties of the position. Denial of participation in the Plan will not prohibit an employee from future consideration for participation, if so warranted.

ARTICLE XIII - MISCELLANEOUS ITEMS

13.01 Entire Agreement Clause

This contract supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Employer and Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

13.02 Conflict with Law

If any provision of this contract, or any application of this contract, or any agreement under its terms, is found to violate any federal or state law, or SERB ruling, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect. Furthermore in the event that a section of this Agreement does not comply with the law, both parties shall sincerely attempt to arrive at a mutually satisfactory legal solution to any resulting issue(s) through the negotiating process within ten (10) workdays from their agreement.

13.03 No Lockout/No Strike

- A. The employer agrees there will be no lockout during the life of this collective bargaining agreement.
- B. The Union shall not cause, engage in, or sanction any strike, slowdown or work stoppage. Furthermore, the Union shall seriously endeavor to bring an end to any strike, slowdown or work stoppage if one occurs.
- C. The Union shall at all times cooperate with the Employer in continuing operations.

13.04 Waiver of Negotiations

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with the knowledge or contemplation of either or provided, however, that this Article does not waive the right to the Union to notice and an opportunity to bargaining over the effect of any change in wages, hours or other terms of conditions of employment which the Board may make during the term of this Agreement.

13.05 Term of Agreement

Except as otherwise provided herein, this Agreement shall become effective upon ratification by the Union and approval by the Board, and shall remain in full force and effect until 11:59 p.m. June 30, 2010. Provided the Board President, Superintendent and Treasurer determine they are able and do execute the fiscal officer certificate of adequate revenues required by ORC § 5705.412 no later than March 1, 2010, the contract shall be continued, in accordance with provisions above, through and including June 30, 2011. If the certificate cannot be executed, negotiations shall be reopened for the fiscal year July 1, 2010 through June 30, 2011 in accordance with Article II.

The parties hereto have duly signed this Agreement in Canton, Ohio, on the ____ day of _____, 2009.

THE BOARD OF EDUCATION OF THE
CANTON CITY SCHOOL DISTRICT

President

Treasurer

OAPSE/AFSCME AFL-CIO

President - OAPSE Local 609

OAPSE/AFSCME AFL-CIO
Field Representative

CANTON CITY SCHOOLS

APPENDIX A

Grievance Form: OAPSE 609 - Support Service Personnel
(When completing form - please type or print)

Name: _____

Date, Time, and Location of Occurrence: _____

Statement of Grievance: _____

Section of Agreement Claimed to Have Been Violated: _____

Relief Requested: _____

Signature: _____

Grievant

Signature: _____

Union Representative or Designee

Time limits shall be in accordance with current contract.

COMPLETE RESERVE SIDE OF FORM AS APPLICABLE

STEP I

Date received by
Designated Administrator

Disposition of Grievance

Administrator/Date

Date Received by Grievant:

I hereby (request/do not request) that my grievance be forwarded to Step II.

Grievant/Date

STEP II

Date received by
Designated Administrator

Disposition of Grievance

Business Manager/Date

Date Received by Grievant:

Grievant/Date

Canton City School District Board of Education					
OAPSE 609 - Wage Schedule					
Effective July 1, 2008					
Base Increase		1.50%			
Steps	A	B	C	D	E
1	\$11.66	\$11.23	\$12.28	\$11.36	\$11.28
2	\$11.87	\$11.40	\$12.49	\$11.52	\$11.45
3	\$12.10	\$11.56	\$12.65	\$11.70	\$11.61
4	\$12.32	\$11.78	\$12.92	\$11.94	\$11.83
7	\$12.42	\$11.87	\$12.98	\$12.00	\$11.93
10	\$12.49	\$11.95	\$13.07	\$12.11	\$12.00
15	\$12.61	\$12.07	\$13.21	\$12.21	\$12.12
18	\$12.71	\$12.18	\$13.35	\$12.32	\$12.23
21	\$12.95	\$12.42	\$13.57	\$12.58	\$12.47
26	\$13.42	\$12.87	\$14.05	\$13.00	\$12.92
A	Secondary Cafeteria Cook				
B	Secondary Cafeteria Helper				
	Elementary Lunchroom Assistant				
	Elementary and Secondary Breakfast Assistant				
	Arts Academy Lunchroom Helper				
C	Elementary Lunchroom Manager				
	Elementary Breakfast Manager				
	Pre-School Lunchroom Manager/Foodhandler				
	Preschool Breakfast Manager				
	Arts Academy Lunchroom Manager/Foodhandler				
	Arts Academy Breakfast Manager				
	Alternative School Lunchroom Manager/Foodhandler				
	Alternative School Breakfast Manager				
D	Secondary Baker/Salad Maker/Pizza Specialist				
E	Elementary Lunchroom Foodhandler				

**Canton City School District Board of Education
OAPSE 609 - Wage Schedule
Effective July 1, 2009**

Base Increase 1.75%

Steps	A	B	C	D	E
1	\$11.86	\$11.43	\$12.49	\$11.56	\$11.48
2	\$12.08	\$11.60	\$12.71	\$11.72	\$11.65
3	\$12.31	\$11.76	\$12.87	\$11.90	\$11.81
4	\$12.54	\$11.99	\$13.15	\$12.15	\$12.04
7	\$12.64	\$12.08	\$13.21	\$12.21	\$12.14
10	\$12.71	\$12.16	\$13.30	\$12.32	\$12.21
15	\$12.83	\$12.28	\$13.44	\$12.42	\$12.33
18	\$12.93	\$12.39	\$13.58	\$12.54	\$12.44
21	\$13.18	\$12.64	\$13.81	\$12.80	\$12.69
26	\$13.65	\$13.10	\$14.30	\$13.23	\$13.15

- A Secondary Cafeteria Cook
- B Secondary Cafeteria Helper
Elementary Lunchroom Assistant
Elementary and Secondary Breakfast Assistant
Arts Academy Lunchroom Helper
- C Elementary Lunchroom Manager
Elementary Breakfast Manager
Pre-School Lunchroom Manager/Foodhandler
Preschool Breakfast Manager
Arts Academy Lunchroom Manager/Foodhandler
Arts Academy Breakfast Manager
Alternative School Lunchroom Manager/Foodhandler
Alternative School Breakfast Manager
- D Secondary Baker/Salad Maker/Pizza Specialist
- E Elementary Lunchroom Foodhandler

**Canton City School District Board of Education
OAPSE 609 - Wage Schedule
Effective July 1, 2010**

Base Increase 1.95%

Steps	A	B	C	D	E
1	\$12.09	\$11.65	\$12.73	\$11.79	\$11.70
2	\$12.32	\$11.83	\$12.96	\$11.95	\$11.88
3	\$12.55	\$11.99	\$13.12	\$12.13	\$12.04
4	\$12.78	\$12.22	\$13.41	\$12.39	\$12.27
7	\$12.89	\$12.32	\$13.47	\$12.45	\$12.38
10	\$12.96	\$12.40	\$13.56	\$12.56	\$12.45
15	\$13.08	\$12.52	\$13.70	\$12.66	\$12.57
18	\$13.18	\$12.63	\$13.84	\$12.78	\$12.68
21	\$13.44	\$12.89	\$14.08	\$13.05	\$12.94
26	\$13.92	\$13.36	\$14.58	\$13.49	\$13.41

- A Secondary Cafeteria Cook
- B Secondary Cafeteria Helper
Elementary Lunchroom Assistant
Elementary and Secondary Breakfast Assistant
Arts Academy Lunchroom Helper
- C Elementary Lunchroom Manager
Elementary Breakfast Manager
Pre-School Lunchroom Manager/Foodhandler
Preschool Breakfast Manager
Arts Academy Lunchroom Manager/Foodhandler
Arts Academy Breakfast Manager
Alternative School Lunchroom Manager/Foodhandler
Alternative School Breakfast Manager
- D Secondary Baker/Salad Maker/Pizza Specialist
- E Elementary Lunchroom Foodhandler

DISCIPLINE FORM

Date:

Employee Name:

Administrator:

Brief Summary of Discussion:

Administrator

Employee

Signing this form is not an admission of guilt, but that the issue was discussed.

ZERO TOLERANCE/DRUG-FREE WORKPLACE

Principles

1. The Board believes the abuse or illegal use of drugs is a national problem that seriously affects every worker. It adversely affects users, their families and friends, and it also presents a threat to employers and employees in the workplace.
2. Canton City Schools has always been and remains committed to providing a safe work environment and fostering the health and well being of our employees. The abuse and illegal use of drugs jeopardizes this commitment and undermines our capacity to serve our students and our community.
3. Therefore, the Board has developed this Drug-Free Workplace Policy, which we believe will best serve the interest of our employees, the students, and the community. This policy is based upon our belief that our schools must be an environment free from the effects of drug abuse.
4. The Board also recognizes that if unattended, serious personal problems can adversely affect all aspects of a person's life, including the person's ability to effectively perform his or her job duties.
5. Therefore, early detection and treatment of serious personal problems are mutually beneficial to the employee and the Canton City Schools. The Board is committed to helping employees through its Employee Assistance Program (EAP).
6. All employees are encouraged to become familiar with the policy. If there are any questions about the policy, please contact the Executive Director of Human Resources.

Procedures

1. All staff members have a responsibility to make themselves familiar with, and abide by, the laws of the State, the policies of the Board, and the district wide administrative regulations designed to implement them.
2. All employees are prohibited from the unlawful manufacture, distribution, dispensation, purchase, possession, or use of a controlled substance in the workplace or on the job, or elsewhere, if it impacts the employee's ability to perform his/her contractual responsibilities.
3. All employees are prohibited from reporting to work or working under the influence of a controlled substance.
4. The possession and use of prescription or nonprescription medication are permissible, provided they are possessed and used for their intended purpose in accordance with a lawful prescription or consistent with standard dosage recommendations.

5. Employees are required to notify Canton City Schools (Executive Director of Human Resources) of any criminal drug statute conviction or guilty plea no later than five days after such conviction or plea.
6. The Employees Assistance Program (EAP) provides confidential assessment, referral, and short-term counseling for employees who need it or request it in overcoming work-related and personal problems associated with drug use, alcohol use or other problems.
7. The Board encourages employees to voluntarily seek assistance, on a confidential basis, through the EAP if drug use is a problem. A conscientious effort to utilize the EAP will not, by itself jeopardize an employee's job. Utilization of the EAP, however, is not a means of avoiding the Canton City Schools' standard disciplinary procedures. The Board expressly reserves the right to discipline employees, up to and including termination.
8. If an EAP referral to a treatment provider outside the EAP is given, the cost may be covered by the employee's medical insurance, if not, the cost of such outside services is the employee's responsibility.
9. It is a condition of employment that employees abide with the terms of this policy. Violation of these terms may result in termination of employment.

FLEX PLAN

If an employee elects coverage for the employee and/or the employee's spouse and dependents under the Stark County Schools Council of Governments (COG) Health Benefit Plan (or any successor health plan) (the "Health Plan"), the following rules shall apply to the employee:

1. The employee shall be deemed to have made an election to participate in a Section 125 Plan of the School District (i.e. the Section 125 Plan that is sponsored by the Council of Governments or any successor plan maintained by the School District).
2. Under the Section 125 Plan, the Employee shall be deemed to have elected to make the Employee's required employee contributions for Health Plan coverage pursuant to a pre-tax salary reduction election of the employee; and no employee who enrolls for Health Plan coverage shall have the option of paying for such coverage with after-tax dollars.
3. If the employee does not change his or her Health Plan coverage election during the annual election period provided for under the Section 125 Plan, the employee shall be deemed to have renewed the Employee's existing election under the Section 125 Plan to pay for the elected Health Plan coverage via pre-tax salary reduction.

The foregoing deemed election rules shall not apply under the Section 125 Plan for any coverage that is offered with respect to a health care flexible spending account ("FSA") or dependent care FSA. An employee shall be required to elect FSA coverage for each Plan Year of the Section 125 Plan in accordance with the terms of the Section 125 Plan; and a failure to make an election of FSA coverage for a Plan Year shall be deemed to be an election not to participate in the FSA for that Plan Year.

Notwithstanding the foregoing deemed election rules under the Section 125 Plan, an employee shall retain the right to revoke or change the Employee's Health Plan coverage election or deemed election, in accordance with the Section 125 Plan rules relating to changes in status and the like.

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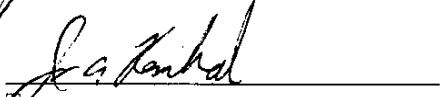
Except as otherwise provided herein, this Agreement shall become effective upon ratification by the Union and approval by the Board, and shall remain in full force and effect until 11:59 p.m. June 30, 2010. Provided the Board President, Superintendent and Treasurer determine they are able and do execute the fiscal officer certificate of adequate revenues required by ORC § 5705.412 no later than March 1, 2010, the contract shall be continued, in accordance with provisions above, through and including June 30, 2011. If the certificate cannot be executed, negotiations shall be reopened for the fiscal year July 1, 2010 through June 30, 2011 in accordance with Article II.

The parties hereto have duly signed this Agreement in Canton, Ohio, on the 1st day of April, 2009.

THE BOARD OF EDUCATION OF THE
CANTON CITY SCHOOL DISTRICT

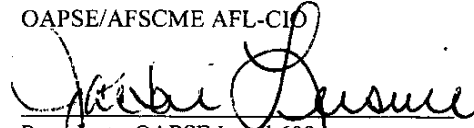


President




Treasurer

OAPSE/AFSCME AFL-CIO



President - OAPSE Local 609



OAPSE/AFSCME AFL-CIO
Field Representative