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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**OAPSE CHAPTER 426**  
**AND THE**  
**WESTERN RESERVE BOARD OF EDUCATION**  
**July 1, 2016 - June 30, 2019**

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## NEGOTIATIONS AGREEMENT

### I. RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for the purpose of establishing rates of pay, wages, hours, and other conditions of employment for those employees of the Board in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit," shall be deemed to include all full time and short hour classified employees who are contained in the below captioned classifications:

- Custodians
  - Head Custodians
  - Operations/Grounds/Maintenance
- Cafeteria Cooks and Workers
  - Food Service Committee
- School Secretaries
- Bus Drivers
- Educational Assistants
  - Bus Attendant
  - Special Education Attendant

The following personnel are excluded from the bargaining unit and excluded from the terms and conditions of this agreement:

- |                                 |                        |
|---------------------------------|------------------------|
| Superintendent of Schools       | Cafeteria Supervisor   |
| Secretary to the Superintendent | Maintenance Supervisor |
| Treasurer                       | Substitutes            |
| Secretary to the Treasurer      | Bus Supervisor         |
| Assistant to the Treasurer      | Bus Mechanic           |
| All other Administrators        | Athletic Director      |

The substitute rate of pay is for informational purposes only.

### II. PURPOSE

This agreement entered into by the Western Reserve Local Board of Education shall hereinafter be referred to as the "Board and OAPSE Local 426 and its affiliates." Ohio Association of Public School Employees, AFSCME, AFL-CIO, shall hereinafter be referred to as the Union/Association." The purpose of this agreement is to provide orderly collective bargaining relations between the board and the union of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to secure fair and prompt disposition of grievances and to establish a peaceful

procedure for the resolution of all differences as to the terms of this agreement between the parties.

### III. PRINCIPLES

- A. **Attaining Objectives** — Attainment of objectives of the educational program of the Western Reserve Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and the Classified personnel staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
- B. **Right to Join Or Not To Join** — It is further realized that the Classified personnel have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- C. **"Good Faith" Negotiations** — "Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

### IV. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions or employment for members of the negotiating unit. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Western Reserve School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

### V. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. **Negotiating Teams** - The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. (Unless mutually agreed upon, there shall be no more than 6 persons on the OAPSE team comprised of the OAPSE president and a person from each of the major classifications. ) All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.
- B. **Submission of Issues** - Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set. In any given school year, such request shall not be made before February 1st. All issues proposed for discussion shall be

submitted in writing by the Association to the representative(s) of the Board at the first meeting. The Board representative(s) shall submit in writing to the Association representatives, all additional issues upon which it wishes to negotiate no later than the second meeting. No additional issues shall be submitted by either party. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

- C. **Negotiation Procedures** - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph A. above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed three (3) hours, and shall be held at a time other than the regular school day.
- D. **Caucus** - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- E. **Exchange of Information** — Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- F. **Progress Reports** — The parties agree that during the period of negotiations and prior to reaching an agreement, to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.
- G. **Reaching Agreement** — As tentative agreement is reached on each issue, it shall be so dated and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and Board for approval. The parties agree to pledge to expedite the approval of the Tentative Agreement by the Board and the Association. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the agreement as its official policy. The Association agrees to abide by the terms of the agreement and to take the necessary action to

## VI. RESOLVING DIFFERENCES (impasse procedures)

### A. Federal Mediation and Conciliation Services:

1. Following the forty-fifth (45<sup>th</sup>) calendar day from the first meeting, in the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either party may have the option of declaring impasse and shall cause unresolved issues to be submitted to mediation. The requesting party shall

provide the other party with a copy of the request for mediation services and the other party shall automatically join in such mediation request.

2. The Federal Mediation and Conciliation Services will be utilized, and mediation will conform to their rules and guidelines. In the event any costs are involved by the Board and the Association (It has not been a FMCS practice to charge school districts), the cost of the service will be shared equally between the Union and the Board.
3. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but he/she shall have no authority to create binding agreements to either party.

B. **Definition of Impasse** — Impasse is whenever negotiations have taken place for forty-five (45) days and either side will not agree to extend the time frame for negotiations.

## VII. IMPLEMENTATION AND AMENDMENT

This agreement shall become effective upon its approval by the Association and the Board. It may be amended by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period defined in Paragraph C. of Section V.

## GRIEVANCE PROCEDURE

### I. DEFINITIONS

- A. **Grievance Policy** — The Western Reserve Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.
- B. **Grievance Defined** — A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written Collective Bargaining Agreement entered into between the Board of Education and the Union setting forth the understanding of the parties upon those matters negotiated and agreed to.
- C. **Party in Interest** — The lodging of any grievance shall be the exclusive right of the individual employee and the employee organization shall have the right to lodge a grievance in its own behalf or to appeal any action taken on the grievance of an individual employee.

- D. **"DAYS"** — Days as used in the grievance procedure means employee workday scheduled Monday through Friday.

## II. INITIATING AND PROCESSING

- A. **Step One: (Informal Procedure)** Any employee having a grievance shall first discuss such grievance with his/her building principal or immediate supervisor. If after the initial meeting with his/her building principal/immediate supervisor a meeting may be set up with the Superintendent to try and settle the grievance at the lowest possible level.
- B. **Step Two:** If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or immediate supervisor. If such grievance is not lodged within thirty (30) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form supplied as Appendix A in the contract. It shall contain a concise statement of the facts upon which the grievance is based, and reference to the specific provision of the written collective bargaining agreement allegedly violated, misinterpreted or misapplied. A copy of such a grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the building principal or immediate supervisor. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.

The building principal or immediate supervisor shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Superintendent.

- C. **Step Three:** If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the principal's or immediate supervisor's action on said grievance shall be deemed a waiver of the right of appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.

The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or conclusion of said hearing. The action taken



and the reasons for the action shall be reduced to writing and copies sent to the employee and the building principal or immediate supervisor.

D. **Step Four:** Should any grievance remain unsettled after exhausting the aforesaid procedure, the Union may demand arbitration within ten (10) days after failing to settle the grievance as outlined in Step #3. The Union shall submit the grievance to the American Arbitration Association (AAA) within thirty (30) days. The selection of the arbitrator and the arbitration hearing shall be conducted in accordance with the rules and regulations of the AAA. Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the losing party.

E. **Withdrawal of Causes:**

1. The grievance may be withdrawn at any step of this procedure.
2. The decision of the arbitrator shall be final and binding.

### III. **EMPLOYEE DISCIPLINARY CODE**

Members of the bargaining unit shall be subject to discipline in accordance with the following provisions:

A. **Offenses (Code of Conduct)**

1. **Class I**

Violations of Minor Work Rules (i.e. tardiness, early departure, leaving premises during day without permission, failure to get time sheet turned into office on time, etc.)

2. **Class II**

(a) **Insubordination** - Failure to comply with reasonable directives, temporary duty assignments, and job related requests of the building principal, immediate supervisor or Superintendent.

(b) **Unauthorized Absences** - Absence from assigned work which is not authorized by the building principal, immediate supervisor or the Superintendent.

(c) **Failure To Keep Accurate Records**

(d) **Negligent Supervision** - Negligent acts or omissions of the members of the bargaining unit while in the course of employment, which results in no personal injury or only minor personal injury or property damage not exceeding two hundred fifty dollars (\$250.00).

3. **Class III**

- (a) **Negligent Supervision** - Negligent acts or omissions of the member of the bargaining unit while in the course of employment, which results in serious personal injury or property damage in excess of two hundred fifty dollars (\$250.00) in value.
- (b) **Inefficiency (incompetency)** - Serious deficiencies in the professional performance of the member of the bargaining unit which adversely affects students and/or parents, guardians or custodians of such students and/or goals and objectives of the Board of Education, but performance which can be characterized as less than gross inefficiency as that term is used and understood in Section 3319.16 of the Revised Code.
- (c) **Aggravated Insubordination** - Defiance of direct orders given by the Superintendent or at the Superintendent's direction when the substance of such order is expressly prescribed by statute, board policy, administrative rules and regulations, the terms of the labor contract or necessarily implied from any of the above.
- (d) **Immorality** - Conduct of the member of the bargaining unit which is offensive to the moral standards of the community, but conduct which can be characterized as less than immorality, as that term is used and understood in Section 3319.16 of the Revised Code.

**B. Sanctions**

The following sanctions shall be imposed for violation of the code of conduct as set forth in Section A above.

**1. Class I**

- 1st offense - verbal warning
- 2nd offense - written warning
- 3rd offense - written reprimand
- 4th offense – 1/2 day suspension without pay
- 5th offense - 1 day suspension without pay
- 6th offense - escalates to a Class II offense

**2. Class II**

- 1st offense - 3 day suspension without pay
- 2nd offense - 10 day suspension without pay
- 3rd offense - escalates to a Class III offense

**3. Class III**

- 1st offense - suspension of no less than 20 days or more than 30 days without pay
- 2nd offense - contract termination pursuant to Section 3319.16 of the Revised Code

**C. Due Process**

All disciplinary conferences shall be in executive session.

**1. Class I**

Written notice of the nature of the offense; right for the member of the bargaining unit to have a conference with the building principal or immediate supervisor in which such member shall be given the opportunity to show cause why the sanction should not be imposed; written disposition of the matter within five (5) working days from the date of the conference; the right for the member to be represented by an officer of the Local Chapter or the OAPSE Field Representative.

**2. Class II**

Written notice of the nature of the offense; right for the member of the bargaining unit to have a conference with the building principal or immediate supervisor as designated in the job description in which such member shall be given the opportunity to show cause why the sanction should not be imposed; the right for the member to be represented by an individual of his/her choice; written disposition of the matter within five (5) working days from the date of the conference. Such disposition may be appealed within seven (7) calendar days to the Superintendent who shall have the authority to affirm, modify or vacate the disposition made by the principal or immediate supervisor.

**3. Class III**

Written notice of the nature of the offense; right of just cause hearing before the Superintendent; right of representation at such hearing by an individual of his/her choice; written disposition by the Superintendent within five (5) working days of the date of the conference; appeal within seven (7) calendar days to the Board of Education to affirm, modify or vacate the disposition of the Superintendent.

**D. Reservation of the Right to Terminate**

Nothing herein shall preclude the Board of Education from instituting contract termination proceedings pursuant to 3319.08.1 of the Ohio Revised Code at any time for any misconduct of a member of the bargaining unit when in the sole and exclusive discretion of said Board, it is determined that such action is warranted, however such action is subject to the grievance procedure.

**IV. CONTRARY TO LAW**

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any state or federal court action of competent jurisdiction or by any reason of any existing or subsequently enacted state or federal legislation, then such provisions shall not be applicable, performed, or enforced, but all remaining parts of this agreement shall remain in full force and effect for the term of this agreement. If any provision of this agreement is determined invalid or inoperable due its conflict with state or federal law, following a written request by either party, the parties will meet to discuss an alternative provision within thirty (30) days of the request.

## **EMPLOYMENT PRACTICES**

### **I. NON-DISCRIMINATION**

- A. It shall be the policy of the Union and the Board that all provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, sex, marital status, race, color, creed, national origin, or disability.
- B. The Board and the Union agree that there will be no discrimination, interferences, restraint, coercion, or reprisal of any employee or board member, because of any activity in an official capacity on behalf of the Union or on behalf of the Board, nor will the Board attempt to discourage membership in the Union.

### **II. ANY AND ALL LANGUAGE**

From the previous contract not addressed in those proposals or negotiations shall remain as is added to the newly negotiated Agreement.

### **III. LENGTH OF CONTRACT**

This contract will start on July 1, 2016 and end on June 30, 2019.

### **IV. SUB CONTRACTING**

- A. The Western Reserve Board of Education shall not contract out any bargaining unit work.
- B. This provision does not apply to any work not routinely done by bargaining unit members.

### **V. BY-LAWS AND POLICIES**

A copy of the Western Reserve Board of Education by-laws and policies and updates shall be sent to the OAPSE President.

### **VI. SMOKE-FREE ENVIRONMENT**

Members of the bargaining unit represented by OAPSE, shall be guaranteed a smoke-free environment. This shall mean that no member of the bargaining unit will be permitted to smoke in any school building or school vehicle during his/her workday.

## VII. MEETINGS AND IN-SERVICE TRAINING

The employer shall provide a plan of meetings and in-service training sessions throughout the school year. Each employee shall be required to attend and actively participate in these meetings. If a meeting or in-service training session is initiated by the employer and is held other than during working hours, employees shall be paid their regular pay or the time spent at the meeting or in-service session. Employees that have worked or will work forty (40) hours in the work week, shall be paid overtime for the time spent at a meeting or in-service session. The overtime rate shall be one and one half ( $1\frac{1}{2}$ ) times the employee's regular rate of pay. NOTE: A meeting called to discuss day to day activities is exempt.

## VIII. REDUCTION IN WORK FORCE AND LAYOFF

- A. All bargaining unit classifications and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedure shall govern such layoff:
  1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements of employees who resign, retire or otherwise vacate a position, when practical.
  2. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
  3. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:
    - Custodians
      - Head Custodians
      - Operations/Grounds/Maintenance
    - Cafeteria Cooks and Workers
      - Food Service Committee
    - School Secretaries
    - Bus Drivers
    - Educational Assistants
      - Bus Attendant
      - Special Education Attendant

4. The Board shall determine in which classifications the lay-off should occur and the number of employees to be laid off before any employee in that classification employed under a continuing status is laid off.
5. Twenty (20) days prior to the effective date of lay-offs, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:
  - a. Reasons for the lay-off or reduction
  - b. The effective date of lay-off
  - c. A statement advising the employee of their rights of reinstatement from the lay-off
6. For the classification in which the lay-off occurs, the Board shall prepare a reinstatement list and the names of all employees on probation shall be placed on the reinstatement list in the reverse order of lay-off. The name of all employees employed in continuing status shall be placed on a separate reinstatement list in reverse order of lay-off. Reinstatement shall be made from this list before any, new employees are hired in that classification or any employee is reinstated from the probationary list.
7. Vacancies which occur in the classification of lay-off, shall be offered to or declined in writing by the employee standing highest on the lay-off list before the next person on the list shall be considered. Any employee, who declines reinstatement, shall be removed from the reinstatement list.
8. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority.
9. The notice of reinstatement shall be made by certified mail.

## **IX. EMPLOYEE PERSONNEL FILES**

Each employee, if he so desires, may inspect his/her personnel file maintained by the employer.

An employee shall have the opportunity of being present should anyone request to inspect his/her personnel file.

An employee shall receive a copy of "job related offense" before it is placed in his/her personnel file or it will be invalid.

Oral and written reprimands and suspensions will cease to have any force and effect and will be removed from the employees personnel files three hundred sixty (360) work days after the

effective date of the reprimand and suspension providing there are not intervening reprimands or suspensions during the three hundred sixty (360) work day period.

An employee has a right to request an item be removed from his/her file.

## **X. WORK RULES**

No work rules, policies, or directives shall conflict with or violate any provision of this agreement.

## **XI. JOB POSTING AND BIDDING PROCEDURE**

- A. Regular employees who do not receive a pay check during the summer months will be mailed a notice of the vacancy or newly created position or contacted by the Board of Education staff at the direction of the Superintendent.
- B. When a vacancy or newly created position is open in the month of August, reasonable attempts will be made to contact all bargaining unit employees to provide each employee with an opportunity to indicate an interest in the opening
- C. All postings shall include the job title, the qualifications, number of hours, location of assignment, the rate of pay and the final date for receipt of application.
- D. The bargaining unit employee interested in a vacancy or newly created position shall do so in writing within five (5) working days from the date of posting.
- E. An employee who accepts a lateral transfer (within the same job classification) shall maintain all seniority earned and shall not have to take a loss in pay.
- F. When a vacancy or newly created position has been posted, any employee shall have the opportunity to apply, in writing, for the job to the Superintendent and shall be given consideration for the job before any outside applications are considered. The position shall be awarded to a qualified applicant. The Superintendent shall be responsible for determining the qualifications of all applicants. When current employees and other candidates from outside the system are equally qualified, the most senior employee shall be awarded the position.

When the equally qualified applicants are current employees, the position shall be awarded to the most senior employee.

Any employee candidate not receiving the position may request a conference with the Superintendent for an explanation of why they were not selected.

Prior to posting any newly created position, the Administration shall meet with the President of the Union to discuss the position.

- G. If the bargaining unit employee is hired for the new vacancy or newly created position in another job classification the bargaining unit employee shall move to that salary schedule.

The Superintendent shall take into consideration the number of years the bargaining unit employee has worked for the school district and consider not starting that employee at the zero (0) salary step in the new job classification.

- H. All vacancies or newly created positions shall be filled within thirty (30) work days after the final date for receipt of application. If the Superintendent determines not to fill a vacancy or newly created position, the Superintendent shall notify the OAPSE President.

- I. A copy of all job postings shall be sent to the OAPSE President.

## **XII. SCHOOL CALENDAR**

The bargaining unit shall have input into the development of the school calendar.

## **XIII. JOB DESCRIPTIONS**

The administration shall provide job descriptions for all classifications.

A copy of each job classification's job description and any changes as they occur shall be sent to the OAPSE President.

## **XIV. SUPPORT STAFF ADVISORY COMMITTEE**

An advisory committee will meet on an as needed basis to discuss district wide support staff issues. The committee will consist of one (1) person from each OAPSE job classification, the Superintendent, a Board of Education member representative, and three (3) administrative/supervisory personnel.

## **XV. ORGANIZATIONAL RIGHTS AND UNION REPRESENTATION**

The union shall have the following rights in addition to the rights contained in any other portion of this agreement:

To use the facilities of any building for local meetings, without fee, upon following proper building procedures. Permission to use such facilities shall be given as long as it does not interfere with any authorized student activity in said building.

Request to use Board of Education owned equipment including typewriters, calculators, duplicating equipment, public address equipment, etc. at times which do not interfere with the



operation of the school system. Request shall be made prior to the use of Board owned equipment and shall only be used on school property.

To receive copies of all Board of Education agendas, minutes, and financial reports upon request to the Superintendent by the President of the union as soon as available.

The OAPSE President shall be supplied a complete seniority roster of all bargaining unit employees upon request.

To use bulletin boards in employee's workroom(s) and the board office to circulate information to members.

To allow the President of the Union or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the principal/supervisor of his/her presence. Said visits shall not interfere with or prevent employees from doing their assigned duties.

#### **XVI. BREAKS**

All employees, excluding bus drivers, working four (4) hours or more shall have a ten (10) minute paid break. Employees working greater than seven (7) hours per day shall receive two (2) ten (10) minute breaks, per day, throughout the year. The building principal or immediate supervisor shall approve when the ten (10) minute break is scheduled.

#### **XVII. SHORT HOUR EMPLOYEES**

In the event that a long hour employee is absent the short hour employee in that job classification and in that building shall be called first to work the long hour employee's hours.

#### **XVIII. DRESS CODE**

Employees are expected to present themselves for work in an appropriate and professional manner

#### **XIX. DEFINITION OF FULL TIME AND PART TIME**

Part time short hour employees shall be defined as any member working less than four (4) hours each day or less than twenty (20) hours per week.

Full time long hour employees shall be defined as any member working four (4) hours or more per day.

## **XX. INSURANCE FOR PART TIME SHORT HOUR EMPLOYEES**

Part time short hour employees shall be offered medical insurance at full cost.

## **XXI. GENERAL APPLICABILITY OF LANGUAGE**

When and where applicable, existing contract language that can be applied uniformly and consistently across all classifications to address anticipated and unanticipated situations shall be done so upon approval of the superintendent and with consultation of the union president. This may include but is not limited to, Drive Time, Health Fair, Approved Meetings, Critical Situations, etc.

## **INSURANCES**

### **I. HOSPITALIZATION INSURANCE**

- A. The Western Reserve Board of Education will finance a plan of group health insurance for each full time long hour classified employee working four (4) or more hours each day.
- B. The Western Reserve Board of Education agrees to provide insurance coverage as per contract agreement for hospitalization, surgical, major medical, prescription drug, and dental. Effective FY 2016, the agreed upon coverage shall be pursuant to the HESE Wellness Plan (see Forms)

The Western Reserve Board of Education reserves the right at all times to change insurance carriers. In the event of a change of carrier, there will not be any attempt by the Board to reduce benefit coverage below the coverage in existence with the present carrier.

The Western Reserve Board of Education shall be entitled to implement cost saving programs including but not limited to such programs as Second Opinion Surgery (S.O.S.) and Hospital Utilization Review (H.U.R.) including a two hundred dollar (\$200) penalty assessed by the carrier for noncompliance.

- C. Employee Insurance Contributions
  - 1. Effective July 01, 2016, full time long hour employees working four hours or more per day will pay 7% insurance premium and be eligible for any applicable insurance holiday for each year of the contract.
  - 2. Effective July 01, 2017, full time long hour employees working four hours or more per day will pay 8% insurance premium and be eligible for any applicable insurance holiday for each year of the contract.

3. Effective July 01, 2018, full time long hour employees working four hours or more per day will pay 9% insurance premium and be eligible for any applicable insurance holiday for each year of the contract.
  4. Part time short hour employees working less than four hours per day shall be offered medical insurance at full cost.
  5. Additional insurance information located under FORMS.
- D. \$2,000.00 shall be paid at the end of the school year to any employee who does not participate in the medical insurance coverage.
1. This amount would be pro-rated if less than a full school year.
  2. Ability to pick-up school district coverage (medical) due to loss of coverage from another source within a thirty (30) day waiting period.
- E. FLEX PLAN
- IRS Flex Account three hundred (\$300.00) dollars for Single Plan  
IRS Flex Account four hundred (\$400.00) dollars for Family Plan
- F. Section 125 Account

The Board shall implement a Section 125 Plan to enable employees to pay for his/her insurance premium contributions with pre-tax dollars. In addition, the Board shall implement a flexible spending account option including a childcare component. Participation in such an account shall be at the option of each individual employee. The account shall be funded through monies supplied solely by the employee.

Administrative fees, if any, for the various Section 125 options shall be paid by the employee.

## II. DENTAL

- A. If an employee elects dental insurance, the employee contribution for single or family coverage will be 25% of the total monthly premium.
- Employees shall be notified of any rate changes. Rates in effect at time of employee unpaid leave shall be used to determine any necessary employee payment of dental insurance premiums.
- B. Employees have the right to select and recommend a plan based on a bid(s) received by the Board and subject to final approval of the Board.

### **III. LIFE INSURANCE**

- A. The Board agrees to pay for a \$40,000 group-term life insurance policy including double indemnity for accidental death and dismemberment for all classified employees.
- B. Life insurance shall be provided for all classified employees for the following amounts and conditions:
  - 1. \$40,000 of term life insurance shall be provided to each employee.
  - 2. \$40,000 of accidental death and dismemberment shall be provided to each employee.
  - 3. Employees may elect to take just the life.

### **IV. LIABILITY INSURANCE**

The School Board will provide all regular classified employees with a liability insurance policy with limits of liability \$1,000,000 each claim, \$5,000,000 aggregate.

## **LEAVES OF ABSENCE**

### **I. SEVERANCE PAY POLICY**

- A. Upon an employee's death or retirement from the Western Reserve School System, said employee or his/her estate will receive severance pay.
- B. The employee must have eight (8) or more years of service with the state and/or any political subdivision, three (3) of which must be with the Western Reserve Local School District, to be paid in cash for one-fourth ( $\frac{1}{4}$ ) the value of his/her accrued, but unused sick leave credit up to a maximum of sixty (60) days. An employee with twenty-five (25) or more years of service in the Western Reserve LSD will be paid for one half ( $\frac{1}{2}$ ) the value of his/her accrued, but unused sick leave credit up to a maximum of one hundred and twenty (120) days.
- C. The payment shall be based on the employee's per diem rate of pay at the time of retirement (excluding extended time and supplemental salary) and eliminates all sick leave credit accrued, but unused by the employee at the time payment is made.
- D. An employee is eligible for severance pay only once.
- E. Documentation of death or retirement must be presented to the Treasurer before payment is made.

## II. PERSONAL LEAVE

A. Each employee shall be authorized four (4) days annually for personal use. Personal leave shall be granted upon notification, subject to the following conditions:

1. Notifications shall be given to the building principal or immediate supervisor five (5) days in advance, unless circumstances make it impossible to comply herewith. In such event, the employee shall notify the building principal or immediate supervisor at the earliest possible time.

The employee shall be required to make the request in writing, stating his reason and the date at least five (5) days prior to the requested time off. In case of an emergency, proper forms will be filed by the employee on the first day returning to work. Personal leave notification form must be completed for any day used. The form must include a signed statement justifying that leave was used for one of the following reasons:

- a. Wedding of an employee, employee's child or member of the immediate family (1 day)
- b. College graduation ceremony of employee, his spouse, or child (1 day)
- c. Spouse or child leaving for overseas military service (1 day)
- d. To take the employee's child to and from college (1 day)
- e. Birth of employee's child (1 day)
- f. Court subpoena (1 day)
- g. Legal business (1 day)
- h. Funeral of close friend or relative (not covered by sick leave policy) (1 day)
- i. Act of nature or accident resulting in damage to property which, if not immediately remedied, could create a hazard (1 day)
- j. Closing of real estate (1 day)
- k. Awards programs or ceremonies involving the employee or a family member
  1. School functions involving the employee's family

B. No more than two (2) classified employee per classification may utilize personal leave on the same day. \*Special exceptions shall be considered and granted by the Superintendent.

- C. Two (2) unrestricted personal days (included in the four) will be allowed per year.
- D. No employee shall be granted a personal day (restricted or unrestricted) on the day before or the day after a scheduled holiday. However, exceptions shall be considered and can be granted by the Superintendent on a case by case basis.
- E. It will be necessary for an employee reporting back from a personal day to complete an absentee form.
- F. If an employee does not use his/her annual restricted and unrestricted personal days, they may request in writing at the end of the school year to the Treasurer, that those days be added to his/her sick leave accumulation.
- G. Authorization for additional time will rest with the Superintendent.

### III. UNPAID LEAVE

An unpaid leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit for the following purposes:

- 1. Personal
- 2. Personal Illness
- 3. Physical or mental disability
- 4. Maternity / paternity / adoption
- 5. Military service

An employee desiring such unpaid leave shall present, in writing a request stating clearly the reason and purpose of the unpaid leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability an employee shall also attach a doctor's statement.

If an unpaid leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent.

Any employee who is on unpaid leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than thirty (30) days prior to the commencement of the employee's calendar work year.

Upon return from unpaid leave, an employee shall resume his/her former position held prior to such leave for which he/she is qualified. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

An employee on an unpaid leave (including unpaid disability leave) as stated herein shall not be eligible to receive any of the following benefits during the period of the leave:

- 1. The accrual of sick leave
- 2. The accrual of personal leave

### 3. Payment of calamity day(s)

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage; an employee shall be eligible to have any and all of his/her insurance continued during an unpaid leave of absence, provided the employee pays the entire premium(s) for said coverage no later than the first day of each month. Any classified employee may take up to three (3) days of unpaid leave and not have to pay for benefits. Any days over three (3) shall be the responsibility of the employee.

## IV. UNPAID DISABILITY LEAVE

When an employee becomes physically unable to perform the duties of his/her position due to illness, injury, or pregnancy, but is still able to perform other duties, he/she may:

- A. Voluntarily request to be considered for such other duties. Such a request shall be in writing to the Superintendent, stating the reason for the request, and shall be accompanied by a physician's statement.
- B. Be assigned by the Superintendent work other than their regular classification which they are able to perform. If the employee refuses the assignment by the Superintendent, he/she forfeits the leave benefits for the duration of the requested leave.
- C. An employee who has exhausted his/her accumulated sick leave and/or vacation leave and for whom approval of a voluntary classification change is not practical may request up to six (6) months of unpaid disability leave if he/she can present evidence as to the probable date on which he/she will be able to return to the same or similar position within a six (6) month period. Such request shall be submitted in writing to the employer with a copy of the physician's statement. The leave of absence will begin on the date the physician states the employee can no longer perform his/her duties. The leave of absence will end on the date which the physician releases the employee as medically able to return to work. The board may also ask its own physician to examine the employee to confirm that the employee is medically able to return to work.
- D. It shall be the responsibility of the employee to provide the employer with updated and accurate medical documentation as to the anticipated date of return to work.
- E. To be eligible for additional unpaid disability leave, an employee has to have twelve (12) months of continuous employment from the date of his/her return from previous disability leave. Exceptions may be granted by the Superintendent for legitimate medical reasons.
- F. All insurance benefits shall be paid by the employer during the initial six (6) months of unpaid disability leave of absence, provided the employee has worked for the district at least one (1) year. During the initial six (6) month unpaid disability leave, the board and the employer shall pay the same premium contributions as would be paid if the employee was actually working. If an employee does not return to work after the unpaid disability leave, the employee will be responsible for reimbursing the employer for any insurance

benefits paid during said disability leave. Reimbursement will be forgiven if the employee is medically unable to return to work.

## V. SICK LEAVE

- A. Each employee of the Western Reserve Board of Education shall be entitled to at least fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth ( $1\frac{1}{4}$ ) days per month. Employees shall not accrue sick leave while on unpaid leave of absence.
- B. All new employees of the Board of Education may be advanced with five (5) days sick leave at the beginning of the school year. Accrual of sick leave shall be at the rate of one and one-fourth days ( $1\frac{1}{4}$ ) per month of service. This accrual shall continue until a maximum of two hundred forty (240) days is attained.
- C. Employees transferring into the Western Reserve School District shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of one hundred twenty (120) days. The employee shall present the Treasurer with a statement from the fiscal officer of the agency from which they transferred.
- D. The previously accumulated sick leave of a person who has been separated from the public service, whether accumulated pursuant to Section 124.38 or 3319.141 of the revised code, shall be placed to his credit upon re-employment in the public service, provided that such reemployment takes place within ten (10) years of the date of the last termination from public service.
- E. An Individual Sick Leave Account (ISLA) shall be established for any employee who has accumulated two hundred forty (240) days of sick leave. The ISLA will reserve all unused sick leave earned during the employees final five (5) years of employment. The ISLA may be used by the employee for any injury/illness that may occur during his/her final two (2) years of employment. The ISLA may not be used to donate days to the sick leave bank.
- F. Employee Sick Leave Donation
  - 1. A sick leave bank, controlled by the local OAPSE association, will be established and administered with the following expectations of the Board:
  - 2. Any employee who so desires can make available for donation his/her sick leave to another employee who has exhausted all of his/her accumulated leaves due to his/her catastrophic condition.
  - 3. The association may award up to ninety (90) sick leave days per person, per year.
  - 4. The OAPSE local association will be responsible for controlling to whom and how many days can be awarded.



5. Personal sick leave must first be exhausted as well as all other available paid leaves.
6. Days drawn from the bank cannot be used for severance pay.
7. Days cannot be used toward non-bargaining unit position held by a member.
8. Days cannot be received for absences appropriately covered by Workers' Compensation or disability.
9. The Treasurer's Office will be notified of awards and donations of sick leave from the bank; otherwise, the Board is not involved in the bank.
10. The bank cannot discriminate.
11. It shall be the donating employee's responsibility to let his/her OAPSE designee know the amount of days the employee chooses to donate to the recipient employee. The designee shall then report the following information to the Treasurer's Office:
  - a. Person(s) donating sick leave.
  - b. Number of days each person is donating.
  - c. To whom those days will be donated to.
12. For implementation of the Sick Leave Bank the definition of "Catastrophic Illness" must be met, which is "this must be a documented medical injury or condition which requires intensive, extensive, prolonged and continuous medical care and or hospitalization. Days cannot be received for absences appropriately covered by Workers Compensation or Disability Compensation."

#### G. Personal Illness

1. Illness in the Employee's Family
  - a. Employees may use sick leave upon the approval of the local Superintendent. The employee's immediate family shall be interpreted by using the OAC definition (123:1-47-01.39) (An employee's spouse or significant other ("significant other" as used in this definition means one who stands in the place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepparents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis.)
  - b. Three (3) days sick leave will be granted to the employee for illness of parents, spouse's parents, children, grandchildren, or siblings living outside the employee's household. In special circumstances an employee may request in writing the Superintendent to extend the three (3) day limit.

#### H. Death of a Relative

Employees shall be allowed to use three (3) days sick leave and additional days, approved by the local Superintendent, in the event of a death of a parent, child, spouse, sister, brother, or anyone who has virtually held the position of parent or child of the employee.

#### I. Funeral

An employee shall be allowed to use one (1) day of sick leave and additional days as approved by the local Superintendent, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law or the spouse of his/her child or anyone who has virtually held the position of grandparent, grandchild, father-in-law, or mother-in-law.

#### J. Exposure To Contagious Diseases

1. In case of exposure to contagious diseases which could be communicated to other employees, the approval of a physician must be presented for the entire period of absence.
2. Certificate of the attending physician or public health official shall be presented for the entire period of absence.
3. Any employee who contacts head lice or ringworm in the performance of his/her job duties shall be reimbursed by the Board of Education for all non-prescription medication upon proof of purchase (receipt).

#### K. Personal Injury

L. An employee will not be permitted to return to his/her duties without the permission of the local Superintendent, if the employee is unable to perform his/her duties.

#### M. Sick Leave Records

1. The Superintendent shall be responsible for keeping records and forms.
2. A classified employee shall furnish a written signed statement on forms prescribed by such board to justify the use of sick leave. This form shall be submitted to the building principal, immediate supervisor or Superintendent's office no later than the first day after returning to work.
3. If medical attention is required, the employee's statement shall list the name and address of the attending physician and dates when he was consulted.
4. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 and 3319.16.

5. No sick leave shall be granted or credited to any employee after retirement or termination of employment.
6. A form will be provided so that an employee may request from the Superintendent's office the following information:
  - a. Current accumulated sick leave.
  - b. Days used this year.

## **VI. JURY DUTY**

- A. Jury duty leave will be granted any full time classified employee who serves on a jury and provides the school a reasonable notice of his/her summons prior to the commencement of jury duty.
- B. The employee absent as a result of serving shall be paid the difference between compensation received for such duty and regular earnings.
- C. The full pay of the employee shall be allowed for such service provided the check received by the employee for service is endorsed to the Board.
- D. This leave will not be deducted from any other type of leave.
- E. The request for exemption from jury duty shall rest solely with the employee, but may not use his/her employment as a reason for exemption without approval by the employer.

## **VII. ASSAULT LEAVE**

- A. An employee who must be absent due to physical disability resulting from an unprovoked assault on such employee which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function, shall be eligible for assault leave. Full pay status (days not charged to sick leave) under Assault Leave can be granted up to a maximum of the first five (5) days beginning with the first day of said leave. At the end of the five (5) days, the employee may use sick leave or receive workmen's compensation (if eligible for the period of the physical disability).
- B. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include but not be limited to the following:
  1. Nature of the injury
  2. Date and time of occurrence
  3. Identification of the individual(s) causing the assault if known
  4. Facts and circumstances surrounding the assault

5. A certification from a licensed physician describing the nature of the injury sustained causing absence.
  6. If the employee is eligible for assault leave but not workmen's compensation, the Board and the employee will share the cost of the physician's examination.
  7. The assaulted party and the Board agree to cooperate with each other if either decides to pursue legal action against the assaulter(s).
- C. If sick leave becomes exhausted, the employee may apply for additional sick leave. Whether such additional leave is granted, shall be determined solely by the Superintendent.
- D. Following such leave, the employee shall be returned to duty, provided their contracts have not expired, they have not resigned, or that they have not become eligible for disability retirement. Such a determination shall be made by the Superintendent based on the opinion of the employee's licensed physician. Falsification of the signed statement to determine eligibility for assault leave benefits or the physician's certificate, is grounds for suspension or termination of employment.

## **VIII. OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LEAVE**

The OAPSE Local shall be granted leave with pay for its members to perform professional association duties that cannot be performed at times other than normal school days. Such leave will be granted upon written notice from the OAPSE President at least one (1) week in advance, to the office of the Superintendent. Such written notice shall include the name of the OAPSE representative(s), date(s), leave requested and place and function for which the leave shall be used.

This leave will be limited to three (3) days for one (1) employee of the OAPSE Chapters choice. Special exceptions shall be considered and granted by the Superintendent.

## **IX. FAMILY MEDICAL LEAVE ACT (FMLA)**

- A. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act of 1993 (FMLA). All benefits guaranteed by the Act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.
- B. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per year, as calculated on an individualized, 12 month rolling basis and tolled concurrently with the use of qualifying sick leave. Eligible employees shall be those employees who have worked for the school district at least one (1) year and who worked for at least 1,250 hours over the previous twelve (12) months. Eligible employees must give at least thirty (30) days notice before taking FMLA leave, when leave is foreseeable. When medically necessary, as determined by the employee's physician, FMLA leave may be taken intermittently.

C. FMLA leave may be taken for the following reasons:

1. a serious health condition of the employee that makes the employee unable to perform his or her job
2. the birth and first-year care of a child
3. the adoption or foster placement of a child
4. to care for a child, spouse, or parent who has a serious health condition.

(For more information, contact the Department of Labor or [www.DOL.gov](http://www.DOL.gov))

## SALARY AND OTHER PROVISIONS

### I. SALARY

- A. An increase shall be added at Step 0 to the base rate of all employee classifications on the following dates:

July 1, 2016 — 2%    July 1, 2017 —2%    July 1, 2018 - 2%

### II. INCREMENTS

Bus Attendant	.19
Bus Drivers	.19
Custodians	.19
Food Service	.19
Educational Assistant	.19
Secretaries	.19
Special Educational Attendant	.19

### III. SALARY STEPS

Salary steps for all classifications:

0-1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-20-23-25-30-35

### IV. Other Pay Procedures

- A. **CALL-IN-PAY** - Any employee who is called in to work for emergencies (excluding normal duties) who reports for work shall receive a minimum of two (2) hours pay at his/her regular overtime rate. The emergency call-in must be authorized by the building principal or immediate supervisor or by direct request from law enforcement or fire department officials.
- B. **EXTRA TIME** - Any employee who is contacted to work extra time on weekdays or week-ends will have principal or superintendent approval and provide detailed description on their timesheet. They will be paid his/her regular rate for all hours worked, including overtime as earned.
- C. **CALAMITY DAYS** — All bargaining unit members shall be paid their regular hours and hourly rate for any day on which school system declares a calamity day.
- D. **COMPENSATION TIME** — Except in an emergency situation overtime and comp time shall have prior approval of the employee's supervisor. In a situation where that is not possible it shall be reported to the employee's supervisor on the next workday.

1. Comp time shall be accrued at the appropriate hourly rate.
2. No employee shall earn and use more than thirty two (32) hours of comp time in any one school year.
3. Comp time shall be accrued at the appropriate hourly rate.
4. No employee shall earn and use more than thirty two (32) hours of comp time in any one school year.
5. Comp time may be used for a full day or a half-day, but shall not be used for a split shift.
6. Comp time may be used anytime during the year (July 1-June 30) and must be used in the year it was earned.
7. If comp time is not used by June 30 of the school year it was earned the employee shall be paid the comp time at their regular rate of pay.

## V. PAY DAY/PAY CHECKS

- A. Pay day will be on the fifteenth and final day of each month. In the event a payday falls on a weekend or holiday, pay checks shall be issued on the work day immediately preceding the weekend or holiday.
- B. The Board of Education shall provide year-a-round pay periods for all four (4) hour and over employees. Employees, who are paid for two separate positions, by mutual agreement of the employee and the Treasurer, shall be paid as per A when the second position results in a pay adjustment for the first position.
- C. All employees shall be required to receive their pay through direct deposit. Employees pay notifications shall be sent via email prior to their pay date. School computers will be made available Monday through Friday for employees who wish to access such notifications.

## VI. HOLIDAY

- A. Any holiday which falls on Saturday, and school is not in session on the preceding Friday, the preceding Friday will be declared a holiday. When the legal holiday falls on Sunday, and school is not in session on the following Monday, then the following Monday will be declared a holiday.
- B. To receive pay for a holiday, the eligible employee must work the work day immediately before and the workday immediately after the holiday. Personal days if approved by the Superintendent and sick leave time shall be considered time worked for purposes of holiday pay.
- C. The following holidays will be paid to all classified employees:

Labor Day  
Thanksgiving Day

Martin Luther King Day  
President's Day

Christmas Day  
New Year's Day

Good Friday  
Memorial Day

In addition to the above, all twelve (12) month employees will be paid for July 4<sup>th</sup>.

## **VII. FIRST AID CARD**

The Board will organize and provide first aid training when needed.

## **VIII. PAYROLL DEDUCTIONS**

- A. Payroll deductions will include, but not be limited to the following:
  - 1. OAPSE Dues
  - 2. Insurance
  - 3. People Deduction
  - 4. Credit Union
  - 5. Federal, Ohio and Local Taxes
- B. Payroll deductions under Section A. 1. will be irrevocable for the term of this agreement.
- C. Payroll deductions will be on a semi-monthly basis.
- D. Withholding for Medical Insurance will be withheld over a twelve (12) month period.

## **IX. DUES DEDUCTION**

- A. Enrollment for dues deduction shall be made upon the submission of a signed statement of authorization submitted to the Treasurer of OAPSE when becoming a member of OAPSE local #426. Dues deductions shall be made in the months of October through August. Local dues shall be made in the month of September.
- B. A list of all classified employees and the total amount of dues to be deducted from each employee shall be turned into the board office by September 10<sup>th</sup>.
- C. The Treasurer of the Board will send a check to the State Treasurer of OAPSE each month for the total amount collected for dues.
- D. The Association agrees to indemnify and hold harmless the Board and the Administration for any finding arising out of the provisions of this Article or upon reliance of authorization cards submitted by the Association to the Board.



## **X. SERVICE FEE**

The Western Reserve Board of Education agrees to deduct union dues from the pay of all employees requesting such. These dues will be authorized by using the approved union membership form of the union. All other classified employees as of January 1, 1996 covered by this agreement will pay a service fee of the same amount as union dues. The dues and service fee deducted shall be continuous until employment is terminated. Withdrawal from union membership can occur from August 21<sup>st</sup> to August 31<sup>st</sup> of each year, but the employee will then pay the service fee of the same amount by payroll deduction.

\* Any current employee who was not a union member before January 1, 1996 is exempt from the service fee.

## **XI. HEPATITIS SHOTS**

The Western Reserve Board of Education shall offer and pay for hepatitis shots for all new employees.

## **XII. TAX SHELTER OF SERS**

The Western Reserve Board of Education has agreed to "pick-up" employee contributions to the School Employees Retirement System (SERS) for all said employees as a condition of employment.

\* "Pick-up" means tax sheltering or taxes deferred

The Western Reserve Board of Education will report to the SERS Retirement System that it is "picking-up" the employees share, but does not actually pay the contribution. The employee's salary and total contribution to SERS does not change.

The tax liability on the contribution is deferred until the money is withdrawn from the retirement system or the employee retires.

In addition to the tax shelter method, described above, the Board shall pay its required share of SERS retirement and 1% of each employee's required share of SERS retirement.

## **XIII. EDUCATIONAL REIMBURSEMENT**

- A. The Board of Education may provide funding and released time for classified employees to attend in-service activities, conferences, workshops, seminars, or college classes to help employees keep abreast of new innovations and methodology related to current employment.
- B. The Board will make available \$1500.00 each school year to reimburse employees for expenses associated with the educational activity. Employees can be reimbursed for

registration or tuition expenses of educational activities approved by the Superintendent and Board of Education. Employees must submit a written request for approval to attend the educational activity prior to the date scheduled.

- C. Employees shall be responsible for making their own arrangements for registration into the activity and paying any costs involved. Reimbursement of expenses can be requested from the Treasurer upon evidence of completion of the educational activity.
- D. Bargaining unit employees shall be reimbursed the total amount of the educational activity on a first come first serve basis starting July 1 of the current school year until the fund is depleted. Money remaining after June 30 of the current school year shall not carry over to the next school year. In no case shall the employee be paid more than the actual expense(s) involved.
- E. In-service activities, conferences, workshops, seminars, or college classes required by the state or Western Reserve Board of Education shall not be reimbursed from this fund.
- F. To be eligible for reimbursement, the bargaining unit member must not resign or retire from the Western Reserve School District the school year following reimbursement. If a bargaining unit member retires or resigns the school year following reimbursement, the amount of tuition reimbursed shall not be paid or shall be deducted from the bargaining unit member's final pay check. In case of an employee's death, retribution shall not be required.

#### **XIV. EMIS COORDINATOR**

Supplemental contract for \$3,750.00 per year.

#### **XV. PEOPLE CONTRIBUTIONS**

Payroll deductions under Section A. 5 will be established during the month of September and will remain unchanged through the next open enrollment period of September of the following year. The employee will provide a form to the district Treasurer as written authorization for the deduction. The Board will provide the Union with a statement showing the name of each employee and the amount to be deducted from each pay during October through September. The Board will remit any deductions made promptly to the Union.

#### **XVI. CRIMINAL RECORDS CHECK**

Employees required to have a criminal records check in order to continue their employment will be reimbursed the cost of the background checks, provided the results of the criminal records check indicate that, pursuant to the Ohio Revised Code, the applicant qualifies for employment.

For bus drivers, reimbursement will be made once every six (6) years. For educational assistants, bus attendant, and special education attendant once every four (4) years, and all other classified employees once every five (5) years. (NO REIMBURSEMENT FOR NEW HIRES)

# I. BUS DRIVERS SALARY SCHEDULE

2016-2019

	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
<b>0</b>	<b>\$ 14.73</b>	<b>\$ 15.02</b>	<b>\$ 15.32</b>
<b>1</b>	<b>\$ 14.92</b>	<b>\$ 15.21</b>	<b>\$ 15.51</b>
<b>2</b>	<b>\$ 15.11</b>	<b>\$ 15.40</b>	<b>\$ 15.70</b>
<b>3</b>	<b>\$ 15.30</b>	<b>\$ 15.59</b>	<b>\$ 15.89</b>
<b>4</b>	<b>\$ 15.49</b>	<b>\$ 15.78</b>	<b>\$ 16.08</b>
<b>5</b>	<b>\$ 15.68</b>	<b>\$ 15.97</b>	<b>\$ 16.27</b>
<b>6</b>	<b>\$ 15.87</b>	<b>\$ 16.16</b>	<b>\$ 16.46</b>
<b>7</b>	<b>\$ 16.06</b>	<b>\$ 16.35</b>	<b>\$ 16.65</b>
<b>8</b>	<b>\$ 16.25</b>	<b>\$ 16.54</b>	<b>\$ 16.84</b>
<b>9</b>	<b>\$ 16.44</b>	<b>\$ 16.73</b>	<b>\$ 17.03</b>
<b>10</b>	<b>\$ 16.63</b>	<b>\$ 16.92</b>	<b>\$ 17.22</b>
<b>11</b>	<b>\$ 16.82</b>	<b>\$ 17.11</b>	<b>\$ 17.41</b>
<b>12</b>	<b>\$ 17.01</b>	<b>\$ 17.30</b>	<b>\$ 17.60</b>
<b>13</b>	<b>\$ 17.20</b>	<b>\$ 17.49</b>	<b>\$ 17.79</b>
<b>14</b>	<b>\$ 17.39</b>	<b>\$ 17.68</b>	<b>\$ 17.98</b>
<b>15</b>	<b>\$ 17.58</b>	<b>\$ 17.87</b>	<b>\$ 18.17</b>
<b>16</b>	<b>\$ 17.77</b>	<b>\$ 18.06</b>	<b>\$ 18.36</b>
<b>17</b>	<b>\$ 17.96</b>	<b>\$ 18.25</b>	<b>\$ 18.55</b>
<b>20</b>	<b>\$ 18.15</b>	<b>\$ 18.44</b>	<b>\$ 18.74</b>
<b>23</b>	<b>\$ 18.34</b>	<b>\$ 18.63</b>	<b>\$ 18.93</b>
<b>25</b>	<b>\$ 18.53</b>	<b>\$ 18.82</b>	<b>\$ 19.12</b>
<b>30</b>	<b>\$ 18.72</b>	<b>\$ 19.01</b>	<b>\$ 19.31</b>
<b>35</b>	<b>\$ 18.91</b>	<b>\$ 19.20</b>	<b>\$ 19.50</b>

Sub Bus Drivers 10.50

Stretch Pay - Bus Drivers will be paid over twelve (12) months.

Stretch pay will be based on five (5) hours per day. Hours beyond five (5) shall be paid as it is earned. Any driver with less than five (5) hours will not be stretched.

For record keeping purposes only, each bus driver will be required to timesheet all hours worked.

1. **Athletic, Band and Field Trips** - All trips will be paid at the driver's hourly rate until his/her regular route time ends. Trip rate time will begin after that. All trips will be paid at the rates specified below.

Effective Date	Hourly Rate
July 1, 2016	12.09
July 1, 2017	12.09
July 1, 2018	12.09

At the first meeting in August all regular drivers requesting to drive will sign up on a list according to seniority. All trips will be on a rotating basis. When a driver refuses a trip in which a transit bus has been requested or required, the driver may refuse the trip and maintain their position on the seniority rotation list. If the driver refuses a trip in which a transit bus is not requested or required, the driver shall lose their turn on the seniority rotation list. Regular bus drivers will not be docked for their regular route when they have elected to run an athletic, band or field trip and the athletic, band or field trip is cancelled. All drivers shall be notified at the time of acceptance of all athletic, band and field trips that are split. In case of split trips during inclement weather, drivers shall have the right to stay and be paid for the complete trip with the approval of the Superintendent.

When a driver picks an athletic trip and that trip is cancelled and rescheduled, he/she will automatically be reassigned to that trip. The only trips that will be given as a make-up trip are conference games that are rescheduled. A driver will not be given a make-up trip if a non-conference game is cancelled and not rescheduled.

After the list is exhausted, any regular driver shall be contacted to drive an athletic, band or field trip.

If a driver is hired in any part of the school year he/she may elect to sign up for band and field trips. Athletic trips would be at the next meeting.

2. **Field Trips** — Shall have two (2) separate lists: Two (2) hours and under and over two (2) hours.
3. **CDL License** — If the employee has their CDL License disqualified, the employer will hold their position for ninety (90) days to allow for the retesting (as long as the violation for disqualification does not involve alcohol or drugs).
4. **Discipline Code** — A supplemental committee shall meet to establish a student discipline code for all educational assistants and bus drivers. The committee shall mutually agree to the new code. The code shall be implemented effective with the 1991-92 school year.
5. **Job Requirements** - The employer will pay the bus driver for the CDL license, abstract, and anything required for the job (i.e. drug testing, paperwork, phone calls, seating charts, etc).
6. **Handicapped/Specific needs routes** - Any time a handicapped or other student with a specific need cannot be accommodated on regular established bus routes; the district will evaluate the feasibility and efficiency of establishing and posting a new route or adding

additional transportation duties to a current driver. If the decision is made to use a current driver the following factors will be considered when selecting that driver:

Geographical Proximity  
Time Available  
Most Economical  
Driver's Seniority

## 7. **Pay Procedures**

- a. Time sheets shall reflect actual hours worked, to include fifteen (15) minute A.M. pretrip and fifteen (15) minute P.M. pretrip.
- b. Athletic, band & field trips will be on a separate time sheet.
- c. Snow, holiday, sick, personal, waiver, in-service & parent teacher conference days will be paid at the average rate of the last ten (10) full work days.
- d. Severance Pay will be paid at the average rate of the last sixty (60) full work days.
- e. Sick leave accrual will not be impacted (ORC 4116).
- f. Unless otherwise noted these changes in the payroll schedule will have no impact on any other benefit in the current agreement, nor will it change a current past practice.

## II. FOOD SERVICE SALARY SCHEDULE

2016-2019

	FY17	FY18	FY19
0	\$ 13.16	\$ 13.42	\$ 13.69
1	\$ 13.35	\$ 13.61	\$ 13.88
2	\$ 13.54	\$ 13.80	\$ 14.07
3	\$ 13.73	\$ 13.99	\$ 14.26
4	\$ 13.92	\$ 14.18	\$ 14.45
5	\$ 14.11	\$ 14.37	\$ 14.64
6	\$ 14.30	\$ 14.56	\$ 14.83
7	\$ 14.49	\$ 14.75	\$ 15.02
8	\$ 14.68	\$ 14.94	\$ 15.21
9	\$ 14.87	\$ 15.13	\$ 15.40
10	\$ 15.06	\$ 15.32	\$ 15.59
11	\$ 15.25	\$ 15.51	\$ 15.78
12	\$ 15.44	\$ 15.70	\$ 15.97
13	\$ 15.63	\$ 15.89	\$ 16.16
14	\$ 15.82	\$ 16.08	\$ 16.35
15	\$ 16.01	\$ 16.27	\$ 16.54
16	\$ 16.20	\$ 16.46	\$ 16.73
17	\$ 16.39	\$ 16.65	\$ 16.92
20	\$ 16.58	\$ 16.84	\$ 17.11
23	\$ 16.77	\$ 17.03	\$ 17.30
25	\$ 16.96	\$ 17.22	\$ 17.49
30	\$ 17.15	\$ 17.41	\$ 17.68
35	\$ 17.34	\$ 17.60	\$ 17.87

Sub Food Service                      7.41

1. **Food Service Workers** - Increase work schedule by one (1) additional day, the day before school is opened.
  
2. **Clothing Allowance** - The Board shall provide a clothing allowance of one hundred dollars (\$100.00) annually per food service worker. Clothing allowances shall be included with your first (1<sup>st</sup>) check in September.

### 3. **Prearranged Absence**

Whenever a *prearranged absence* occurs, all of the *short hour* employees in the kitchen affected will have the opportunity to "move up" to a position with greater hours.

*Prearranged absence* is defined to mean a pre-scheduled use of sick leave, personal leave, or any other leave that is schedule at least three days in advance.

*Short Hour* employees are defined to mean anyone working less than six and one half hours per day.

It is each short hour employee's responsibility to inform the Cafeteria Supervisor of his /her interest in "moving up."

The cafeteria manager will arrange for "moving up" within 24 hours of official notification.

"Moving up" will be done using a continuous rotation within each kitchen. The order of the continuous rotation will be established by seniority.

If the Board of Education elects not to fill the Cafeteria Supervisor position, the Superintendent may establish a formal Food Service Planning Committee, which will consist of up to 5 members of the food service department. At the discretion of the Superintendent, the positions will be posted and filled in accordance with the provisions established in the OAPSE Collective Bargaining Agreement. The Superintendent will assign the responsibilities of the committee members. Those members filling the positions within the Food Service Planning Committee will receive a pay premium of \$1.00 per hour.

Cafeteria employees who travel during non-work hours for work related duties, will be paid actual travel time, up to a maximum of two (2) hours per trip.

### III. CUSTODIAN SALARY SCHEDULE

2016 – 2019

	FY17	FY18	FY19
0	\$ 14.88	\$ 15.18	\$ 15.48
1	\$ 15.07	\$ 15.37	\$ 15.67
2	\$ 15.26	\$ 15.56	\$ 15.86
3	\$ 15.45	\$ 15.75	\$ 16.05
4	\$ 15.64	\$ 15.94	\$ 16.24
5	\$ 15.83	\$ 16.13	\$ 16.43
6	\$ 16.02	\$ 16.32	\$ 16.62
7	\$ 16.21	\$ 16.51	\$ 16.81
8	\$ 16.40	\$ 16.70	\$ 17.00
9	\$ 16.59	\$ 16.89	\$ 17.19
10	\$ 16.78	\$ 17.08	\$ 17.38
11	\$ 16.97	\$ 17.27	\$ 17.57
12	\$ 17.16	\$ 17.46	\$ 17.76
13	\$ 17.35	\$ 17.65	\$ 17.95
14	\$ 17.54	\$ 17.84	\$ 18.14
15	\$ 17.73	\$ 18.03	\$ 18.33
16	\$ 17.92	\$ 18.22	\$ 18.52
17	\$ 18.11	\$ 18.41	\$ 18.71
20	\$ 18.30	\$ 18.60	\$ 18.90
23	\$ 18.49	\$ 18.79	\$ 19.09
25	\$ 18.68	\$ 18.98	\$ 19.28
30	\$ 18.87	\$ 19.17	\$ 19.47
35	\$ 19.06	\$ 19.36	\$ 19.66



#### IV. SECOND SHIFT CUSTODIAN SALARY SCHEDULE

2016 - 2019

	FY17	FY18	FY19
0	\$ 15.18	\$ 15.48	\$ 15.78
1	\$ 15.37	\$ 15.67	\$ 15.97
2	\$ 15.56	\$ 15.86	\$ 16.16
3	\$ 15.75	\$ 16.05	\$ 16.35
4	\$ 15.94	\$ 16.24	\$ 16.54
5	\$ 16.13	\$ 16.43	\$ 16.73
6	\$ 16.32	\$ 16.62	\$ 16.92
7	\$ 16.51	\$ 16.81	\$ 17.11
8	\$ 16.70	\$ 17.00	\$ 17.30
9	\$ 16.89	\$ 17.19	\$ 17.49
10	\$ 17.08	\$ 17.38	\$ 17.68
11	\$ 17.27	\$ 17.57	\$ 17.87
12	\$ 17.46	\$ 17.76	\$ 18.06
13	\$ 17.65	\$ 17.95	\$ 18.25
14	\$ 17.84	\$ 18.14	\$ 18.44
15	\$ 18.03	\$ 18.33	\$ 18.63
16	\$ 18.22	\$ 18.52	\$ 18.82
17	\$ 18.41	\$ 18.71	\$ 19.01
20	\$ 18.60	\$ 18.90	\$ 19.20
23	\$ 18.79	\$ 19.09	\$ 19.39
25	\$ 18.98	\$ 19.28	\$ 19.58
30	\$ 19.17	\$ 19.47	\$ 19.77
35	\$ 19.36	\$ 19.66	\$ 19.96

Sub Custodian Rate

8.95

## V. HEAD CUSTODIAN SALARY SCHEDULE

2016 – 2019

	FY17	FY18	FY19
0	\$ 15.18	\$ 15.48	\$ 15.78
1	\$ 15.37	\$ 15.67	\$ 15.97
2	\$ 15.56	\$ 15.86	\$ 16.16
3	\$ 15.75	\$ 16.05	\$ 16.35
4	\$ 15.94	\$ 16.24	\$ 16.54
5	\$ 16.13	\$ 16.43	\$ 16.73
6	\$ 16.32	\$ 16.62	\$ 16.92
7	\$ 16.51	\$ 16.81	\$ 17.11
8	\$ 16.70	\$ 17.00	\$ 17.30
9	\$ 16.89	\$ 17.19	\$ 17.49
10	\$ 17.08	\$ 17.38	\$ 17.68
11	\$ 17.27	\$ 17.57	\$ 17.87
12	\$ 17.46	\$ 17.76	\$ 18.06
13	\$ 17.65	\$ 17.95	\$ 18.25
14	\$ 17.84	\$ 18.14	\$ 18.44
15	\$ 18.03	\$ 18.33	\$ 18.63
16	\$ 18.22	\$ 18.52	\$ 18.82
17	\$ 18.41	\$ 18.71	\$ 19.01
20	\$ 18.60	\$ 18.90	\$ 19.20
23	\$ 18.79	\$ 19.09	\$ 19.39
25	\$ 18.98	\$ 19.28	\$ 19.58
30	\$ 19.17	\$ 19.47	\$ 19.77
35	\$ 19.36	\$ 19.66	\$ 19.96

**VI. OPERATIONS/GROUNDS/MAINTENANCE SALARY SCHEDULE**

**2016 – 2019**

	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
<b>0</b>	<b>\$ 15.18</b>	<b>\$ 15.48</b>	<b>\$ 15.78</b>
<b>1</b>	<b>\$ 15.37</b>	<b>\$ 15.67</b>	<b>\$ 15.97</b>
<b>2</b>	<b>\$ 15.56</b>	<b>\$ 15.86</b>	<b>\$ 16.16</b>
<b>3</b>	<b>\$ 15.75</b>	<b>\$ 16.05</b>	<b>\$ 16.35</b>
<b>4</b>	<b>\$ 15.94</b>	<b>\$ 16.24</b>	<b>\$ 16.54</b>
<b>5</b>	<b>\$ 16.13</b>	<b>\$ 16.43</b>	<b>\$ 16.73</b>
<b>6</b>	<b>\$ 16.32</b>	<b>\$ 16.62</b>	<b>\$ 16.92</b>
<b>7</b>	<b>\$ 16.51</b>	<b>\$ 16.81</b>	<b>\$ 17.11</b>
<b>8</b>	<b>\$ 16.70</b>	<b>\$ 17.00</b>	<b>\$ 17.30</b>
<b>9</b>	<b>\$ 16.89</b>	<b>\$ 17.19</b>	<b>\$ 17.49</b>
<b>10</b>	<b>\$ 17.08</b>	<b>\$ 17.38</b>	<b>\$ 17.68</b>
<b>11</b>	<b>\$ 17.27</b>	<b>\$ 17.57</b>	<b>\$ 17.87</b>
<b>12</b>	<b>\$ 17.46</b>	<b>\$ 17.76</b>	<b>\$ 18.06</b>
<b>13</b>	<b>\$ 17.65</b>	<b>\$ 17.95</b>	<b>\$ 18.25</b>
<b>14</b>	<b>\$ 17.84</b>	<b>\$ 18.14</b>	<b>\$ 18.44</b>
<b>15</b>	<b>\$ 18.03</b>	<b>\$ 18.33</b>	<b>\$ 18.63</b>
<b>16</b>	<b>\$ 18.22</b>	<b>\$ 18.52</b>	<b>\$ 18.82</b>
<b>17</b>	<b>\$ 18.41</b>	<b>\$ 18.71</b>	<b>\$ 19.01</b>
<b>20</b>	<b>\$ 18.60</b>	<b>\$ 18.90</b>	<b>\$ 19.20</b>
<b>23</b>	<b>\$ 18.79</b>	<b>\$ 19.09</b>	<b>\$ 19.39</b>
<b>25</b>	<b>\$ 18.98</b>	<b>\$ 19.28</b>	<b>\$ 19.58</b>
<b>30</b>	<b>\$ 19.17</b>	<b>\$ 19.47</b>	<b>\$ 19.77</b>
<b>35</b>	<b>\$ 19.36</b>	<b>\$ 19.66</b>	<b>\$ 19.96</b>

**1. Vacation Leave**

1-5 years completed service	10 days paid vacation
6	11
7	12
8	13
9	14
10-11	15
12-13	16
14-15	17
16-17	18
18-19	19
20	20

Any employee, who is in service for less than eleven (11) months, will be entitled to one (1) vacation day for each two (2) months of service.

Vacation not used in the current school year will be paid on the final check of that current school year.

Vacation leave shall be used anytime during the school year excluding holidays and the last week before school starts.

\* Special exceptions shall be considered for approval by the Superintendent.

Vacation leave shall be limited to two (2) custodians at a time and one (1) week at a time unless approved by the Superintendent.

In case of death, all unused vacation leave will be paid according to ORC 2113.04 or to the estate.

2. **Hourly Rate** — Hourly rate is developed by using 2080 hours (260 days X 8 hours).
3. **Overtime** — Overtime shall be scheduled and approved by the building principal/immediate supervisor. For each school sponsored event, overtime will be paid by the Board of Education and a work schedule covering the event shall be filed by the principal. It shall be reasonable and flexible.
4. **Work Schedule** — Building assignment, duties and work schedule made by the Superintendent. Duties and work schedule may be changed by the building principals with the approval of the Superintendent.
5. **Duties** — Duties include work on the school sites as well as in the school building. Duties will include maintenance.
6. **Assignments** — Custodians may be assigned to work in teams at the direction of the Superintendent.
7. **Cleaning Schedule** — Custodial cleaning schedule shall be posted.
8. **Policies** — Board of Education policies, rules and regulations not in conflict with the above policies, rules and regulations remain in effect.
9. **Clothing Allowance** — The Board shall provide a clothing allowance of one hundred (\$100.00) annually per custodian. Clothing allowance shall be included with your first (1<sup>st</sup>) check in September.
10. **Summer Rate** — All full time custodians shall be paid an additional 15% of their hourly rate between the first day school is out and August 20<sup>th</sup>. Effective July 1, 2014. Vacation pay to be calculated at the regular rate of pay.

11. **Second Shift Differential** - All full-time night shift custodians whose regularly scheduled work time begins at 1:30 p.m. or later will be paid an additional thirty cents (\$.30) per hour worked. This does not include extra time worked during other days or times. See salary schedule attached
  
12. **Head Custodian** — Premium \$.30 per hour

We will have one custodian per building on day shift and they will take on additional duties. These positions will be put up for bid.

## VII. SECRETARIES SALARY SCHEDULE

2016 - 2019

	FY17	FY18	FY19
0	\$ 13.41	\$ 13.68	\$ 13.95
1	\$ 13.60	\$ 13.87	\$ 14.14
2	\$ 13.79	\$ 14.06	\$ 14.33
3	\$ 13.98	\$ 14.25	\$ 14.52
4	\$ 14.17	\$ 14.44	\$ 14.71
5	\$ 14.36	\$ 14.63	\$ 14.90
6	\$ 14.55	\$ 14.82	\$ 15.09
7	\$ 14.74	\$ 15.01	\$ 15.28
8	\$ 14.93	\$ 15.20	\$ 15.47
9	\$ 15.12	\$ 15.39	\$ 15.66
10	\$ 15.31	\$ 15.58	\$ 15.85
11	\$ 15.50	\$ 15.77	\$ 16.04
12	\$ 15.69	\$ 15.96	\$ 16.23
13	\$ 15.88	\$ 16.15	\$ 16.42
14	\$ 16.07	\$ 16.34	\$ 16.61
15	\$ 16.26	\$ 16.53	\$ 16.80
16	\$ 16.45	\$ 16.72	\$ 16.99
17	\$ 16.64	\$ 16.91	\$ 17.18
20	\$ 16.83	\$ 17.10	\$ 17.37
23	\$ 17.02	\$ 17.29	\$ 17.56
25	\$ 17.21	\$ 17.48	\$ 17.75
30	\$ 17.40	\$ 17.67	\$ 17.94
35	\$ 17.59	\$ 17.86	\$ 18.13

Sub Secretary Rate                      7.69

1. **Summer Clerical** - From the third (3<sup>rd</sup>) week in June through the second (2<sup>nd</sup>) week in August there will be a secretary in each building. The position will be for no less than three (3) hours per day, four (4) days per week. The hours shall first be offered to the secretaries and then to the educational assistants. The rate of pay for this position will be the actual individual's hourly rate.
  
2. **Medication** - The employer will use existing Board Policy. Existing Board Policy shall be posted in the school office. Parents will receive notification of Board Policy covering medication (i.e., letter, news release or other). Both parent and physician must sign the medical form. A standard medical form shall be developed.

3. **Hours** - Secretaries shall receive either six (6) or eight (8) hours per day with  $\frac{1}{2}$  hour lunch included with pay.
4. **Days Scheduled** — Increase the number of days scheduled per year, two (2) weeks before and up to two (2) weeks after student attendance for Secretaries at the High School, Middle School, and Elementary Schools. Additional summer days, requested by the building principal shall be worked at the regular contracted wage. Secretaries who work the building principal's summer schedule shall receive an additional unrestricted personal day. (2 personal & 3 unrestricted)
5. **Computer Proficiency**

All secretaries will become proficient in the use of computers to enhance communication and availability of information within the school district. A committee comprised of 6 members, with 3 members selected by the bargaining unit and 3 members selected by the Board, will establish guidelines for proficiency in the use of computers. All training required by the secretaries will be provided at district expense. Secretaries will be given release time or compensatory time to participate in the necessary training.

The committee will hold its first meeting by September 15, 2000 and complete the development of the guidelines for proficiency by November 1, 2000.

## VIII. EDUCATIONAL ASSISTANT SALARY SCHEDULE

2016 – 2019

	FY17	FY18	FY19
0	\$ 13.16	\$ 13.42	\$ 13.69
1	\$ 13.35	\$ 13.61	\$ 13.88
2	\$ 13.54	\$ 13.80	\$ 14.07
3	\$ 13.73	\$ 13.99	\$ 14.26
4	\$ 13.92	\$ 14.18	\$ 14.45
5	\$ 14.11	\$ 14.37	\$ 14.64
6	\$ 14.30	\$ 14.56	\$ 14.83
7	\$ 14.49	\$ 14.75	\$ 15.02
8	\$ 14.68	\$ 14.94	\$ 15.21
9	\$ 14.87	\$ 15.13	\$ 15.40
10	\$ 15.06	\$ 15.32	\$ 15.59
11	\$ 15.25	\$ 15.51	\$ 15.78
12	\$ 15.44	\$ 15.70	\$ 15.97
13	\$ 15.63	\$ 15.89	\$ 16.16
14	\$ 15.82	\$ 16.08	\$ 16.35
15	\$ 16.01	\$ 16.27	\$ 16.54
16	\$ 16.20	\$ 16.46	\$ 16.73
17	\$ 16.39	\$ 16.65	\$ 16.92
20	\$ 16.58	\$ 16.84	\$ 17.11
23	\$ 16.77	\$ 17.03	\$ 17.30
25	\$ 16.96	\$ 17.22	\$ 17.49
30	\$ 17.15	\$ 17.41	\$ 17.68
35	\$ 17.34	\$ 17.60	\$ 17.87

Sub Educational Assistant                      7.50

1. **Discipline Code** - A supplemental committee shall meet to establish a student discipline code for all educational assistants and bus drivers. The committee shall mutually agree to the new code. The code shall be implemented effective with the 1991-92 school year.
  
2. **Length of Day** - When requested to come in early by the building principal, educational assistants will be paid for time worked. The elementary educational assistants and the building principal shall meet prior to September 15<sup>th</sup> of each school year to determine the length of the educational assistant's day.



3. **Clothing Allowance** - The Board shall provide a clothing allowance of one hundred (\$100.00) dollars annually per educational assistant. Clothing allowances shall be included with your first (1<sup>st</sup>) check in September.
4. **Medical Procedures** - Any employee who is assigned medical duties in their job assignment in the school year shall be paid an additional \$12.00 per day that medical procedures needed to be performed. \*A letter of concurrence addresses medical procedures.

**IX. SPECIAL EDUCATION ATTENDANT SALARY SCHEDULE**

**2016 – 2019**

	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
<b>0</b>	<b>\$ 13.16</b>	<b>\$ 13.42</b>	<b>\$ 13.69</b>
<b>1</b>	<b>\$ 13.35</b>	<b>\$ 13.61</b>	<b>\$ 13.88</b>
<b>2</b>	<b>\$ 13.54</b>	<b>\$ 13.80</b>	<b>\$ 14.07</b>
<b>3</b>	<b>\$ 13.73</b>	<b>\$ 13.99</b>	<b>\$ 14.26</b>
<b>4</b>	<b>\$ 13.92</b>	<b>\$ 14.18</b>	<b>\$ 14.45</b>
<b>5</b>	<b>\$ 14.11</b>	<b>\$ 14.37</b>	<b>\$ 14.64</b>
<b>6</b>	<b>\$ 14.30</b>	<b>\$ 14.56</b>	<b>\$ 14.83</b>
<b>7</b>	<b>\$ 14.49</b>	<b>\$ 14.75</b>	<b>\$ 15.02</b>
<b>8</b>	<b>\$ 14.68</b>	<b>\$ 14.94</b>	<b>\$ 15.21</b>
<b>9</b>	<b>\$ 14.87</b>	<b>\$ 15.13</b>	<b>\$ 15.40</b>
<b>10</b>	<b>\$ 15.06</b>	<b>\$ 15.32</b>	<b>\$ 15.59</b>
<b>11</b>	<b>\$ 15.25</b>	<b>\$ 15.51</b>	<b>\$ 15.78</b>
<b>12</b>	<b>\$ 15.44</b>	<b>\$ 15.70</b>	<b>\$ 15.97</b>
<b>13</b>	<b>\$ 15.63</b>	<b>\$ 15.89</b>	<b>\$ 16.16</b>
<b>14</b>	<b>\$ 15.82</b>	<b>\$ 16.08</b>	<b>\$ 16.35</b>
<b>15</b>	<b>\$ 16.01</b>	<b>\$ 16.27</b>	<b>\$ 16.54</b>
<b>16</b>	<b>\$ 16.20</b>	<b>\$ 16.46</b>	<b>\$ 16.73</b>
<b>17</b>	<b>\$ 16.39</b>	<b>\$ 16.65</b>	<b>\$ 16.92</b>
<b>20</b>	<b>\$ 16.58</b>	<b>\$ 16.84</b>	<b>\$ 17.11</b>
<b>23</b>	<b>\$ 16.77</b>	<b>\$ 17.03</b>	<b>\$ 17.30</b>
<b>25</b>	<b>\$ 16.96</b>	<b>\$ 17.22</b>	<b>\$ 17.49</b>
<b>30</b>	<b>\$ 17.15</b>	<b>\$ 17.41</b>	<b>\$ 17.68</b>
<b>35</b>	<b>\$ 17.34</b>	<b>\$ 17.60</b>	<b>\$ 17.87</b>

Sub Educational Assistant    7.50

1. Days per year same as Educational Assistants
2. Hours per day equal to students day.
3. Does not work during an extended period of his/her student(s) absence of four (4) weeks or more.
4. Reduction In Work Force rules apply when his/her student(s) leaves the district or is placed outside the district.

5. If a special Education Attendant is needed who possesses specific skills or training, e.g. Sign Language or Braille, is needed the district shall first post internally; second hire from outside; third contract with an Educational Service Center or other agency until such time a current employee becomes qualified.

#### **X. SHORT HOUR EDUCATIONAL ASSISTANT**

- A. Whenever a prearranged absence occurs, all of the short hour educational assistants will have an opportunity to move up to a position with greater hours.
- B. Prearranged absence is defined to mean a prescheduled use of sick leave, personal leave, or any other leave that is scheduled at least three (3) days in advance.
- C. Short hour employees are defined to mean anyone working less than six and one half (6½) hours per day.
- D. It is each short hour employee's responsibility to inform the Building Principal or designee of his/her interest in moving up.
- E. It is the long hour employee's responsibility to notify the Building Principal or designee of the affected building(s).
- F. Moving up will be done on a rotation basis in order of seniority.

# XI. BUS ATTENDANT SALARY SCHEDULE

2016 – 2019

	FY17	FY18	FY19
0	\$ 13.16	\$ 13.42	\$ 13.69
1	\$ 13.35	\$ 13.61	\$ 13.88
2	\$ 13.54	\$ 13.80	\$ 14.07
3	\$ 13.73	\$ 13.99	\$ 14.26
4	\$ 13.92	\$ 14.18	\$ 14.45
5	\$ 14.11	\$ 14.37	\$ 14.64
6	\$ 14.30	\$ 14.56	\$ 14.83
7	\$ 14.49	\$ 14.75	\$ 15.02
8	\$ 14.68	\$ 14.94	\$ 15.21
9	\$ 14.87	\$ 15.13	\$ 15.40
10	\$ 15.06	\$ 15.32	\$ 15.59
11	\$ 15.25	\$ 15.51	\$ 15.78
12	\$ 15.44	\$ 15.70	\$ 15.97
13	\$ 15.63	\$ 15.89	\$ 16.16
14	\$ 15.82	\$ 16.08	\$ 16.35
15	\$ 16.01	\$ 16.27	\$ 16.54
16	\$ 16.20	\$ 16.46	\$ 16.73
17	\$ 16.39	\$ 16.65	\$ 16.92
20	\$ 16.58	\$ 16.84	\$ 17.11
23	\$ 16.77	\$ 17.03	\$ 17.30
25	\$ 16.96	\$ 17.22	\$ 17.49
30	\$ 17.15	\$ 17.41	\$ 17.68
35	\$ 17.34	\$ 17.60	\$ 17.87

Sub Bus Attendant Rate      7.25

**APPENDIX A**

**REQUEST FOR SICK LEAVE BANK**

**HIPAA RELEASE**

“Health Insurance Portability and Accountability Act”

As an OAPSE bargaining unit member I understand that I have the right to request for a donation of days as outlined in the “Leaves of Absence,” Employee Sick Leave Donation provision in the collective bargaining agreement.

To qualify for this provision I acknowledge that I have a catastrophic illness which conforms to the negotiated definition contained herein.

*“Catastrophic illness” – For implementation of the sick leave bank this must be a documented medical injury or condition, which requires intensive, extensive, prolonged and continuous medical care and or hospitalization. Days cannot be received for absences appropriately covered by Workers Compensation or Disability Compensation.*

The undersigned does hereby release and hold harmless the OAPSE Local Association Designee and the District Designee to speak to each other and/or my physician to determine the nature of my illness and to ascertain that my illness is catastrophic.

\_\_\_\_\_  
APPLICANT – PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Applicant - Signature

\_\_\_\_\_  
OAPSE DESIGNEE – PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OAPSE DESIGNEE - Signature

\_\_\_\_\_  
DISTRICT DESIGNEE – PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DISTRICT DESIGNEE - Signature

\_\_\_\_\_  
WITNESS – PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS - Signature



**APPENDIX B**

The remedy sought:

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Signature of Grievant

Date

I hereby acknowledge that this grievance was filed with me on the date set forth below:

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Signature of Principal or Immediate Supervisor

Date

Disposition of Principal or Immediate Supervisor

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Signature

Date









## Huron-Erie School Employee Insurance Association Wellness Plan



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan Deductible - Single/Family <sup>1</sup>	\$500 / \$1,000	\$500 / \$1,000
High Deductible Health Plan - Single/Family <sup>1</sup>	\$750 / \$1,500	\$750 / \$1,500
<i>Requirements for Wellness Plan (Deductible change occurs on calendar year basis)</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1<sup>st</sup>.</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1<sup>st</sup>.</i>
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000 (Wellness) \$750 / \$1,500 (HDHP)	\$2,500 / \$5,000 (Wellness) \$2,250 / \$4,500 (HDHP)
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,500 / \$3,000 (Wellness) \$1,500 / \$3,000 (HDHP)	\$3,000 / \$6,000 (Wellness) \$3,000 / \$6,000 (HDHP)
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit <sup>2</sup>	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit <sup>2</sup>	\$40 copay, then 100%	\$40 copay, then 70%
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with federal law<sup>6</sup></b>	100%	70% after deductible
Routine Physical Exams <sup>2</sup>	100%	\$25 copay, then 70%
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	\$200 copay, then 90%	\$200 copay, then 70%

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period <sup>5</sup> )	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 4<sup>th</sup> quarter carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

<sup>6</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.



## Huron-Erie School Employee Insurance Association Prescription Drug Program Wellness Plans

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 / Removal upon End of Month	
<b>Over the Counter Drugs (Retail Only)</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole) <sup>1</sup>	\$0	30
<b>Retail Program<sup>3</sup></b>		
Immunization and Generic Contraceptives <sup>2</sup>	\$0	N/A
Generic Copayment	\$7.50	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$50	30
<b>Home Delivery Program<sup>3</sup></b>		
Generic Copayment	\$15	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$100	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

- Diabetic Supplies
  - Retail: only needles/syringes are covered
  - Home Delivery/Mail Order: all diabetic supplies are covered, including needles/syringes, blood/urine test strips, lancets, alcohol swabs/wipes
- Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration

**Important Information for Diabetics:** you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

<sup>1</sup> Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

<sup>2</sup> Coverage includes Preventive Medications, in accordance with Federal Law.

<sup>3</sup> If your Prescription Order is for a Prescription Drug that is available through the Home Delivery Prescription Drug program and you choose not to use the Home Delivery Prescription Drug program, no benefit will be provided when your Prescription Order is filled beyond the third fill.

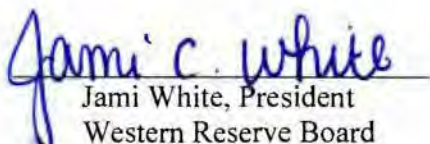
**AGREEMENT**

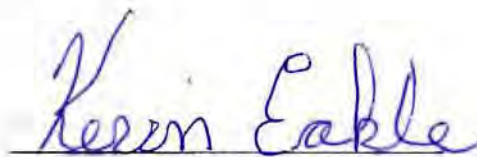
This agreement made and entered into on this day of August 2016 by and between the Board of Education of the Western Reserve Local School District and OAPSE #426 Employees Association.

This contract is in full force and effect, commencing July 1, 2016 for the duration, until 12:00 midnight on June 30, 2019.

BOARD OF EDUCATION

ASSOCIATION

  
\_\_\_\_\_  
Jami White, President  
Western Reserve Board  
of Education

  
\_\_\_\_\_  
Kevin Eakle, President  
OAPSE #426

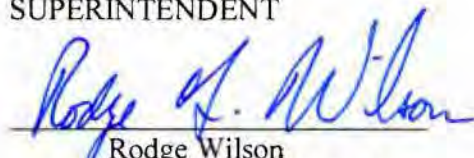
Date Signed:

Date Signed:

12/21/16

12/14/2016

SUPERINTENDENT

  
\_\_\_\_\_  
Rodge Wilson  
Western Reserve Local Schools

Date Signed:

12/21/2016