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# **Master Agreement**

**between the**

**WOOSTER EDUCATION ASSOCIATION  
(SUPPORT STAFF)**

**and the**

**WOOSTER CITY BOARD OF EDUCATION  
(Wayne County, Ohio)**

**Effective  
October 1, 2016  
through  
September 30, 2019**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>100</b>	<b>RECOGNITION (2012).....</b>	<b>1</b>
<b>200</b>	<b>NEGOTIATIONS PROCEDURE .....</b>	
201	Submission of Issues (1991) .....	1
202	Negotiation Teams (1991) .....	1
203	Negotiating Meetings (1994) .....	1
204	Caucus (1991) .....	1
205	Progress Reports (1991).....	1
206	Protocol (1991) .....	1
207	Agreement (1991) .....	2
208	Impasse Procedures (2012) .....	2
209	Modification (2009).....	2
<b>300</b>	<b>BOARD RIGHTS CLAUSE (1994).....</b>	<b>2</b>
<b>400</b>	<b>INDIVIDUAL RIGHTS .....</b>	
401	Personnel Files (2012) .....	3
402	Contracts (1994).....	4
403	Probationary Employees (1997) .....	4
404	Disciplinary Actions (2006).....	4
405	Union Representation (2012) .....	5
406	Evaluation (2016).....	5
407	Notification of Messages (1991).....	6
408	Physical Examinations (1997) .....	6
409	Abstracts (1994).....	6
410	Educational Growth (2006).....	6
411	Administration of Student Medications (2000) .....	7
412	First Aid Supplies (1994).....	7
413	Notification of Communicable Diseases (1994).....	7
414	Students With Known Criminal Behavior (1994) .....	7
415	Complaints (1994) .....	7
416	Smoke Free Environment (2006).....	7
417	Student Tuition Waiver (1997) .....	7
418	Nepotism (1996) .....	7
419	Inservice (2009) .....	8
420	Job Shadowing (2003) .....	8
421	Technology (2016).....	8
422	Mileage Rate (2009) .....	9
<b>500</b>	<b>GRIEVANCE PROCEDURE.....</b>	
501	Definitions (2000).....	9
502	Miscellaneous (2006).....	9
503	Procedure (2012).....	10
<b>600</b>	<b>HOURS .....</b>	
601	Regular Rate (1991).....	11
602	Overtime Rate (2006) .....	11
603	Saturday and Sunday Work (1991).....	11
604	Calamity Days (2016).....	11
605	Pyramiding (1991) .....	12
606	Pay for Training and Set Up (1991).....	12
607	Meetings (1994).....	12
608	Lunch (1994).....	12
609	Breaks (1994).....	12

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
(Cont'd)	610 Short Hour Positions (1997) .....	12
	611 Overtime Procedure (2016).....	13
	612 Substitutes (2012) .....	13
	613 Extracurricular Activities (2006) .....	13
<b>700</b>	<b>SENIORITY, LAYOFF AND RECALL .....</b>	
	701 Seniority (1997) .....	14
	702 Procedure (2016).....	14
	703 Recall (2000).....	17
<b>800</b>	<b>VACATION (2000) .....</b>	17
<b>900</b>	<b>HOLIDAYS (2006).....</b>	18
<b>1000</b>	<b>LEAVES.....</b>	
	1001 Sick Leave (2013).....	18
	1002 Short Term Leave To Care for Certain Ailing Family Members (2009).....	19
	1003 Personal Leave (2016) .....	20
	1004 Assault Leave (1997) .....	20
	1005 Compulsory Leave (2016) .....	20
	1006 Professional Meetings (1991) .....	21
	1007 Association Leave (2006) .....	21
	1008 Long Term Leave of Absence Other Than Illness or Disability (1991).....	21
	1009 Leave of Absence: Illness or Disability (1991) .....	21
	1010 Family and Medical Leave Act (FMLA) (2012) .....	22
	1011 Reinstatement Procedures (1991) .....	22
	1012 Attendance Incentive (2006).....	22
	1013 Notice of Absence (2003) .....	22
	1014 Election Leave (2006).....	22
	1015 Unpaid Leave Non-Interruption of Benefits (2012) .....	23
<b>1100</b>	<b>ASSOCIATION RIGHTS .....</b>	
	1101 Bulletin Boards (1991).....	23
	1102 School Mail (1991) .....	23
	1103 Use of Buildings (1991).....	23
	1104 Association Access (1991).....	23
	1105 Representation (1991).....	23
	1106 Dues Deduction and Faire Share Fees (2012) .....	23
	1107 Board Agenda and Minutes (1997).....	25
	1108 Millage Rates (1991).....	25
	1109 Committee Assignments (1997) .....	25
	1110 Labor/Management Committee (2012) .....	25
<b>1200</b>	<b>BUS DRIVERS .....</b>	
	1201 Field Trips (2016) .....	25
	1202 Cancelled Field Trips (1991) .....	28
	1203 Cleaning Tools (1991) .....	28
	1204 Group Meetings (1997).....	28
	1205 Parent/Teacher Conferences (1991).....	28
	1206 Minimum Hours (2009) .....	28
	1207 Roster Time (2009) .....	28
	1208 Aides On Buses (2016) .....	29
	1209 Route Assignment (2013) .....	29

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
(Cont'd)	1210 Bus Washing (1997) .....	29
	1211 Pay for CDL (2000) .....	29
	1212 Safety Training (1997).....	29
	1213 Bus Road-E-O Participation (2000).....	30
<b>1300</b>	<b>CAFETERIA WORKERS .....</b>	
	1301 Satellite Workers (1991) .....	30
	1302 Lunch (2012).....	30
	1303 Catering Rate (2012).....	30
	1304 Scheduled Use of the Kitchen (2000) .....	30
<b>1400</b>	<b>MECHANICS.....</b>	
	1401 Uniform Allowance (2012).....	31
	1402 Tools (1997).....	31
	1403 Temporary Mechanic's Helper (2016).....	31
<b>1500</b>	<b>SECRETARIES .....</b>	
	1501 Breaks (1991).....	31
	1502 Reporting Off (1994) .....	32
	1503 Decisions Concerning Student Discipline (2009).....	32
<b>1600</b>	<b>CUSTODIANS .....</b>	
	1601 Building Checks (1997) .....	32
	1602 Lead Custodians (2003) .....	32
	1603 Custodian II Leadership Definition (1997).....	32
	1604 Building Use (2006).....	32
<b>1700</b>	<b>PARAPROFESSIONALS AND AIDES .....</b>	
	1701 Training (2006) .....	32
	1702 Certificate/License Renewal (2006) .....	32
	1703 Specialized Paraprofessionals-one-on-one Special Needs Attendants (2016).....	33
<b>1800</b>	<b>LIBRARY PARAPROFESSIONALS (2006) .....</b>	<b>33</b>
<b>1900</b>	<b>STUDENT WORKERS/VOLUNTEERS (2006).....</b>	<b>33</b>
<b>2000</b>	<b>INSURANCES.....</b>	
	2001 COG Insurance (2016) .....	34
<b>2100</b>	<b>SEVERANCE PAY (2016) .....</b>	<b>36</b>
<b>2200</b>	<b>VACANCY AND POSTING (2016) .....</b>	<b>37</b>
<b>2300</b>	<b>COMPENSATION.....</b>	
	2301 Hourly Classifications (2012).....	38
	2302 Hourly Wage Base and Scale (2016) .....	39
	2303 SERS Pick-Up (2006).....	49
	2304 Placement (1991) .....	49
	2305 Higher Classification Pay (1994).....	49
	2306 Call Out Pay (1991) .....	50
	2307 Shift Premium (1997) .....	50
	2308 Number of Annual Pays (2009) .....	50
	2309 Extra Hour Documentation (1991) .....	50
	2310 Paychecks (1991).....	50
	2311 Direct Deposit of Paychecks (2006) .....	51
	2312 Payroll Deduction for Buying Service Credit (1994) .....	51

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	
<b>2300</b>		
<b>(con't)</b>		
	2313	Separate Check (1997)..... 51
	2314	Annuity Deductions (2009)..... 51
	2315	Deductions (2013)..... 51
<b>2400</b>		<b>NOTIFICATION OF SUPERVISOR (1991) ..... 51</b>
<b>2500</b>		<b>JOB DESCRIPTIONS (1994) ..... 51</b>
<b>2600</b>		<b>CPR/FIRST AID TRAINING (2006) ..... 52</b>
<b>2700</b>		<b>DRUG AND ALCOHOL TESTING.....</b>
	2701	Prohibited Conduct (1997)..... 52
	2702	Consequences of Engaging In Prohibited Conduct (1997)..... 53
	2703	Testing (1997)..... 53
	2704	Administering Tests (1997) ..... 55
	2705	Voluntary Rehabilitation (1997)..... 56
<b>2800</b>		<b>OCCUPATIONAL SAFETY AND HEALTH.....</b>
	2801	Report Internally First (1997)..... 56
	2802	District's Right to Reassign (1997) ..... 57
	2803	Discrimination to be Grieved (1997) ..... 57
<b>2900</b>		<b>ENTIRE AGREEMENT (1991) ..... 57</b>
<b>3000</b>		<b>EFFECTS OF CONTRACT.....</b>
	3001	Effective Date and Duration (2016)..... 57
	3002	Controlling Agreement (1997)..... 57
	3003	Conflict With Law (1994)..... 57
	3004	Effects of the Contract (1997)..... 57
	3005	Days (1997)..... 57
		<b>SIGNATURES..... 58</b>
 <b><u>APPENDICES</u></b>		
<b>A</b>		<b>GRIEVANCE FORM ..... 59</b>
		<b>SIDE LETTER: Blood Borne Pathogens..... 60</b>
		Consensus Statement ..... 61
		Consensus Statement..... 62
		Intent Statement ..... 63
		Consensus Statement..... 64
		Consensus Statement..... 65
		Notes ..... 66

## **ARTICLE 100 - RECOGNITION (2012)**

The Wooster City Board of Education, hereinafter "Board," hereby recognizes the Wooster Education Association (Support Staff Unit), hereinafter "Association," as the exclusive bargaining representative for all nonteaching employees (who are not substituting for an absent employee on a casual basis) of the Wooster City Schools including tech aides, food service employees, bus drivers, mechanics, aides, secretaries, clerical, custodians, and maintenance employees, and excluding all professional, management-level, confidential employees, and supervisors as defined by Chapter 4117 of the Ohio Revised Code (ORC), including the secretary to the Superintendent, secretary to the Treasurer, secretary to the Director of Business and Community Affairs, and secretaries to Director of Secondary Education and Director of Primary Education .

## **ARTICLE 200 - NEGOTIATIONS PROCEDURE**

### **201 SUBMISSION OF ISSUES (1991)**

- A. A written request for negotiations shall be made by either party not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to the expiration of this Agreement.
- B. At the first meeting, the parties will exchange written initial proposals. Any issue submitted after the first meeting shall require mutual agreement of the parties to allow introduction of the new item.

### **202 NEGOTIATION TEAMS (1991)**

There shall be no more than six (6) members on a negotiating team.

### **203 NEGOTIATION MEETINGS (1994)**

- A. All meetings shall be held in executive session.
- B. Meetings shall be held at reasonable times for the purposes of good faith negotiations. If meetings are scheduled during bargaining unit member work hours, bargaining team members shall be released from work and substitutes will be provided if necessary to prevent bargaining unit members from having to work beyond the regular workday.
- C. Until all negotiation meetings are completed, no meeting shall be concluded without agreement on the time and date for the subsequent meeting.

### **204 CAUCUS (1991)**

Upon the request of either party, the negotiating session shall be caucused or recessed for a reasonable period of time.

### **205 PROGRESS REPORTS (1991)**

Periodic progress reports may be issued during negotiations to the public only if such release has prior approval of both parties.

### **206 PROTOCOL (1991)**

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

**207**      **AGREEMENT (1991)**

- A.    When agreement has been obtained on each issue, it shall be reduced to writing and initialed by a member of each team.
- B.    When a full tentative agreement is reached, the outcome shall be reduced to writing and include the provisions of the Agreement and the date the provisions are to be implemented.
- C.    Within ten (10) calendar days of the tentative agreement, the Association shall consider the agreement for approval.
- D.    Once the contract has been approved by the Association, it shall be submitted to the Board for approval at its next regular or special Board meeting, but no later than ten (10) calendar days from the date of ratification by the Association.
- E.    When ratified by both parties, the contract shall be signed by the representatives of the Association and the Association President, Superintendent, and Board Treasurer and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of the Master Contract.

**208**      **IMPASSE PROCEDURES (2012)**

If an agreement is not reached at least fifty-one (51) days before the expiration of the current Agreement, either party may declare the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching an agreement. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration date of the Contract, whichever is less.

It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14, except that the Association does retain the right to strike by following the procedures required in ORC Chapter 4117.

**209**      **MODIFICATION (2009)**

Notwithstanding any other provision in this Article, the parties may modify the Negotiations Procedure by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.

**ARTICLE 300 - BOARD RIGHTS CLAUSE (1994)**

**301**      Unless the Board agrees otherwise in this Collective Bargaining Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and of the United States including, but without limiting the generality of the foregoing, all the rights identified in ORC 4117.08. These include:

- A.    Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as its functions and programs, standards of services, its overall budget, utilization of technology, and organizational structure;
- B.    Direct, supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the School District;
- I. Effectively manage the work force; and
- J. Take actions to carry out the mission of the School District as a governmental unit.

**302** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, provided, however, that any decision on the part of the Board which would serve to privatize, subcontract or displace any part of the work force and which would affect the wages, hours, terms or conditions of employment of the bargaining unit members shall be the subject of immediate, mandatory bargaining.

**303** The Board retains exclusive authority to adopt and implement policies and procedures as may be required by ORC 4167 or the lawful rules and regulations as enacted by a division created by the Occupational Safety and Health Act and the Public Employment Risk Reduction Advisory Commission.

#### **ARTICLE 400 - INDIVIDUAL RIGHTS**

**401** **PERSONNEL FILES (2012)**

- A. The official personnel file shall be maintained in the Superintendent's Office. (As used in this Agreement, Superintendent shall mean the Superintendent or his designee.)
- B. Any bargaining unit member shall have the opportunity to read and receive a copy of any material which may be considered critical of his/her conduct, work, character or personality before it is placed in his/her personnel file. The bargaining unit members shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/Her signature shall not indicate agreement with the content of the material, but only indicates that the material has been inspected by the bargaining unit members. He/She shall also have the right and opportunity to reply to such critical material in a written statement to be attached to the filed copy. Such reply shall be made within twenty (20) work days of the employee's signature on such document.
- C. Any bargaining unit member shall be given, upon request, a copy of any material placed in his/her personnel file by the Board or Administration.
- D. Any bargaining unit member, or his/her authorized representative with written approval of the bargaining unit member, shall be permitted to review his/her personnel file within one (1) business day's notice to the Superintendent's office.



- F. On and after August 1, 1991, all documents included in a bargaining unit member's personnel file shall be dated.
- F. All documents included in a bargaining unit member's personnel file shall be dated, commencing August 1, 1991.
- G. There shall be no document in the personnel file that is not accurate, relevant, complete, timely, or identifiable as to source.
- H. Except for records of suspension, an employee may request that records of routine disciplinary matters be removed from a bargaining unit member's personnel file two (2) years after the date of occurrence. If requested, such records will be removed provided that no further disciplinary matters directly involving the bargaining unit member have occurred in the interim.

**402 CONTRACTS (1994)**

- A. All non-probationary bargaining unit members shall be granted a contract. All contracts and/or annual notices issued to bargaining unit members shall contain the bargaining unit member's job classification, basic hourly rate, anticipated number of regular hours per week, anticipated shifts to be worked, and anticipated days to be worked for the succeeding year.
- B. Any bargaining unit member who is scheduled to work above his/her regularly scheduled hours for a period of twenty (20) or more work days shall receive a revised annual notice reflecting the increased hours for the specified period of time.

**403 PROBATIONARY EMPLOYEES (1997)**

- A. New bargaining unit members shall be on probation for a period of six (6) months. The Board reserves the right to dismiss bargaining unit members during the last half of such probationary period without reason. During the first half of such probationary period, any dismissal shall not be arbitrary or capricious.
- B. Bargaining unit members who are hired pending the completion of a legally required pre-employment criminal background check shall remain on probationary status at least until such background check has been completed to the extent that is legally required. Failure to meet the requirements of the criminal background check shall result in immediate termination of employment.
- C. Bargaining unit members who change job classifications shall serve an additional sixty (60) day probationary period in the new classification. Should the bargaining unit member fail to successfully complete the probationary period, the Board shall return the bargaining unit member to the prior job classification.

**404 DISCIPLINARY ACTIONS (2006)**

- A. Disciplinary actions shall include verbal reprimands, written reprimands, suspension and termination of bargaining unit members. Discipline shall be imposed on a progressive basis. However, the parties recognize some more serious offenses may be dealt with on a more serious basis with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.
- B. Disciplinary actions will be for just cause, except as provided for in Section 403, above.

C. Reprimands, suspensions or terminations of bargaining unit members shall be undertaken only by the following:

1. Superintendent
2. Director of Business and Community Affairs
3. Building Principal
4. Department Coordinator or other administrator or supervisor who is not a bargaining unit member.

Verbal warnings are not disciplinary and, thus, not subject to Section 405, below. These may be issued by any of the above and by management services personnel having direct supervision over the bargaining unit member. Management services personnel shall not be permitted to issue reprimands or initiate disciplinary actions or complete bargaining unit member evaluation forms.

D. Neither administrators, management service personnel, nor bargaining unit members will use profanity or personally derogatory remarks when addressing one another.

**405 UNION REPRESENTATION (2012)**

A bargaining unit member has the right to representation from the Association at any meeting with the Board or Administration where the meeting may concern a grievance or discipline. The bargaining unit member will be notified of such right to representation by the Board/Administration.

**406 EVALUATION (2016)**

A. Purposes and General Guidelines

1. Evaluations are intended to assist individuals in improving their performance and providing quality services to the students and other users of the schools.
2. The evaluation timetable and procedures for evaluation will be clearly communicated to each bargaining unit member being evaluated by the member's supervisor.
3. The evaluation process combined with other written administrative reports will provide the record of bargaining unit member performance.
4. Performance deficiencies shall be brought to the attention of the bargaining unit members with recommendations and an opportunity for correction of such deficiencies. Positive feedback should also be provided.

B. The following bargaining unit members shall be evaluated:

1. All probationary bargaining unit members following the completion of six (6) months of service;
2. All bargaining unit members in the second year of service to the District will be evaluated, including the evaluation conference by April 30 of that year;
3. All bargaining unit members who have requested an evaluation; and

4. After the completion of the second year of service, a bargaining unit member shall be evaluated every other year with the evaluation, including the evaluation conference, to be completed by April 30. Additional evaluations can occur if there is a dramatic change (either positive or negative) in their performance.
  5. The evaluations listed in paragraphs B1 through B5, above, shall constitute minimums, but evaluations will not be done repetitively merely to harass a bargaining unit member.
- C. Bargaining unit members who are in the bargaining unit and have quasi-supervisory responsibilities shall be requested to and may only provide input on an evaluation of a bargaining unit member who falls within their area of responsibility.
  - D. A bargaining unit member has the right to discuss the contents of an evaluation, with the possibility of changing the contents with the supervisor and subsequently with the appropriate Human Resource Administrator (i.e., Director of Business and Community Affairs, Director of Secondary Education and Director of Primary Education).
  - E. Within thirty (30) days following the evaluation conference for nonprobationary employees, any necessary remediation plan shall be provided.

**407 NOTIFICATION OF MESSAGES (1991)**

Bargaining unit members will be notified of any family emergency or medical messages received by the office.

**408 PHYSICAL EXAMINATIONS (1997)**

- A. When physical examinations are required for a position, the Board will pay for the cost of the physical examination with a physician designated by the Board. If the bargaining unit member elects to go to the bargaining unit member's physician, the bargaining unit member shall be responsible for the cost of the examination over that which would have been paid the Board designated physician.
- B. If the Board otherwise requires a bargaining unit member to undergo a physical examination, it shall pay the entire cost of the examination.

**409 ABSTRACTS (1994)**

The Board will pay for all driving abstracts required by the Board, and a copy will be provided to the bargaining unit member.

**410 EDUCATIONAL GROWTH (2006)**

- A. When the Superintendent requires a bargaining unit member to attend a workshop, seminar, or other similar program, the Board shall pay registration, tuition, or such fees as required for the workshop, seminar, or program. Travel expenses will be reimbursed consistent with Board guidelines.
- B. Bargaining unit members may apply to attend workshops, seminars, or other similar programs that relate to their employment responsibilities and, if approved for compensation, will have registration, tuition, or such fees as are required for the workshop, seminar, or program paid by the Board. Travel expenses will be reimbursed consistent with Board guidelines.

**411 ADMINISTRATION OF STUDENT MEDICATIONS (2000)**

Nothing in policy shall be construed as requiring a bargaining unit member, other than a trained person, to administer medication or drugs or medical procedures and protocols to students, if the bargaining unit member objects.

**412 FIRST AID SUPPLIES (1994)**

First aid supplies will be made available in reasonable quantities to bargaining unit members who request them.

**413 NOTIFICATION OF COMMUNICABLE DISEASES (1994)**

Bargaining unit members will be notified of known, serious communicable diseases of students with whom the bargaining unit members have contact, except as restricted by law.

**414 STUDENTS WITH KNOWN CRIMINAL BEHAVIOR (1994)**

When a student is to be supervised by a bargaining unit member, the Administration will notify the bargaining unit member if such student has a known history of criminal type behavior of an aggressive, violent nature.

**415 COMPLAINTS (1994)**

- A. Bargaining unit members will be promptly notified of any complaint made against a bargaining unit member by any parent, pupil, or other person which may be used in an evaluation or discipline.
- B. The bargaining unit member shall be afforded the opportunity to answer or rebut such complaint in writing and/or in a meeting with the appropriate administrator(s).

**416 SMOKE FREE ENVIRONMENT (2006)**

Employees will not smoke in or on any Board owned, leased or contracted buildings, buildings, property, vehicles, or facilities, nor will they use any type of tobacco products in or on any Board owned, leased or contracted buildings, buildings, property, vehicles, or facilities.

**417 STUDENT TUITION WAIVER (1997)**

Nonresident children of bargaining unit members may attend Wooster City Schools with tuition waived. Building and class assignment is up to the Administration. Any transportation is the responsibility of the employee.

**418 NEPOTISM (1996)**

Employment and transfers shall not be denied because an immediate family member (as defined in Section 1001/F) is an employee of the District. However, this shall not prevent the transfer of an immediate family member if the family relationship interferes with the performance of work or if one immediate family member would be required to supervise another immediate family member.

**419**      **INSERVICE (2009)**

- A.    The District will provide the equivalent of at least two (2) workdays for inservice training during each year. The Association will have the opportunity for input on the subject matter of inservice. Inservices shall be employment related and should include training related to the performance in the job classification.
  - 1.    A District-wide Inservice Committee will be established. This Committee will be made up of representatives of each bargaining unit job category and elementary, secondary, and District administrators and supervisors. The Committee will:
    - a.    Plan the District Inservice yearly program; and
    - b.    Survey District staff for inservice needs.
- B.    For bargaining unit members who work less than twelve (12) months a year, the Board may establish up to five (5) additional days for professional development or training beyond such bargaining unit members' regular contract year that are established with the annual calendar and are during the contract year or contiguous to the beginning or the end of the contract year (except transportation, who historically have a day of work two (2) weeks prior to the start of school), unless the parties mutually agree otherwise. Bargaining unit members shall receive their normal hourly rate for attendance on such days subject to Section 602. Such days may be scheduled as full or half days and may involve all or a portion of the bargaining unit members.
- C.    Included in the inservice training for support staff will be training concerning dealing with student misbehavior and on how to de-escalate potentially violent student misbehavior.

**420**      **JOB SHADOWING (2003)**

Except where there is only one (1) current employee in a work area, bargaining unit members are not required to agree to have a new employee or substitute "job shadow" the bargaining unit member as part of the new employee or substitute training. Where job shadowing does occur and the bargaining unit member is unable to complete his/her assignment either satisfactorily or in its entirety because of being shadowed, that particular day's work will not be used for evaluative or discipline purposes.

**421**      **TECHNOLOGY (2016)**

- A.    The Board will continue to utilize technology in an effort to maintain the safety and security of the District's premises and property and assist in prevention and resolution of student disciplinary problems.
- B.    Such technology may be used in the investigation of suspected employee misconduct. Using technology for monitoring will not be done in an arbitrary or capricious manner.
- C.    An annual reminder will be sent to employees informing them of the possibility of the use of technology for surveillance by the Board.
- D.    If an employee is disciplined by the Board on the basis of evidence obtained via technology, he/she shall then have the right to review any video/technology records being used as evidence with Association representatives present. Nothing herein shall be deemed to prevent or delay disciplinary action by the Board.

- E. The retention and security of the technological recordings will be the responsibility of the Administration consistent with Board Policy and applicable law.
- F. The evaluation of bargaining unit members shall be in accordance with the evaluation process contained in the collective bargaining agreement. All evaluations/observations shall require the physical presence of the evaluator. No observation for purposes of evaluation shall be done or conducted by electronic means.
- G. Video cameras may be placed in any common areas in a building or facility. This will not prevent the district from placing it in areas where employees may work, such as the cafeteria, hallways, entranceways or other similar locations.
- H. Any time the Board implements new technology systems for use in District buildings/property/vehicles, staff impacted by this purchase will be informed of the intended use of the product/program and the intended utilization in their work.

**422 MILEAGE RATE (2009)**

The rate of reimbursement will be the current IRS rate. This policy shall be uniformly administered for all bargaining unit members of the District.

**ARTICLE 500 - GRIEVANCE PROCEDURE**

**501 DEFINITIONS (2000)**

- A. A "grievance" is defined as an alleged misinterpretation, misapplication, or violation of a specific provision of this Contract.
- B. A "grievant" is defined as the individual bargaining unit member or group of bargaining unit members or the Association having the grievance. Where there are multiple grievances arising out of the same facts and situation, a group grievance may be filed.
- C. As used in this Article, "day" is defined as a business day.

**502 MISCELLANEOUS (2006)**

- A. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is a maximum. Time limits may be extended by mutual agreement. Failure of a grievant to meet a time limit shall result in waiver of the grievance. Failure of the Board to meet a time limit shall cause the grievance to be advanced to the next level.
- B. This Agreement is intended to be the sole basis for dispute resolution between the Board and bargaining unit members. Therefore, this Agreement is intended to replace the Wooster Civil Service Commission and its rules and regulations, except for the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examination and the original appointments from eligibility lists.
- C. Any grievance must be initiated at Level Two within twenty-five (25) days after the act, event or condition giving rise to the grievance occurred, or the grievance shall be considered waived.
- D. Grievants are entitled to Association representation at all levels of this procedure and the Association shall receive copies of all decisions rendered.

**PROCEDURE (2012)****A. Level One: Informal**

Prior to going to Level Two, the grievant and/or his/her representative must present the issue(s) with specificity as to persons, sections and solutions, by completing a grievance form (Appendix A) and providing same to his/her immediate supervisor or principal. At the time the grievant and/or his/her representative meets with the supervisor or principal at Level One, the grievant and/or his/her representative shall identify the individual(s) affected and shall identify the issue(s). Within five (5) days of the meeting with the supervisor or principal, the supervisor or principal shall give the grievant a written Level One Disposition to the grievance.

**B. Level Two**

If the grievance is not resolved at Level One, the grievant may request a meeting by filing a written grievance with the Superintendent within twenty-five (25) school days after the latest act or condition giving rise to the grievance. The grievance form (Appendix A) must identify the issue(s), the individual(s) affected and the specific section(s) of the Contract alleged to be misinterpreted, misapplied, or violated and the remedy requested. No additional section(s) may be cited later in the grievance procedure unless additional facts arise during the grievance process that changes the scope of the grievance and such change is discussed prior to the final Level Two Disposition or by mutual agreement. If an additional grievance is filed because additional facts arise after the Level Two Disposition, once the grievance has been processed, it will be joined at Level Three with the earlier grievance if both continue to exist. The Superintendent shall hold a meeting with the grievant within ten (10) days after receipt of the grievance and shall provide a written answer within five (5) days of the meeting.

**C. Level Three**

1. If the grievant is not satisfied with the resolution at Level Two, he/she may request that the Association file a request for arbitration. The Association must file such request within ten (10) days of the Level Two decision, unless the parties have mutually agreed to grievance mediation through FMCS, in which case the Association must file such request within ten (10) days following the grievance mediation meeting.
2. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.
3. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The parties may mutually agree to utilize the services of another arbitration service.
4. The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.
5. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law. The arbitrator has the authority to determine any question of arbitrability.

6. The cost of the arbitrator, including the cost of any transcript provided the arbitrator, shall be borne by the losing party as determined by the arbitrator. To the extent that the arbitrator determines there is not a "losing" party, the arbitrator shall determine the percentage of the costs to be assessed against each party. All other costs, including the cost of the transcript ordered by any party, shall be borne by the party incurring said costs.

## **ARTICLE 600 – HOURS**

### **601 REGULAR RATE (1991)**

Bargaining unit members will be paid straight (regular) rate pursuant to Article 2300, herein, for each hour worked for which the bargaining unit member is scheduled, except as otherwise provided herein.

### **602 OVERTIME RATE (2006)**

- A. The Board shall pay for overtime at the rate of time and one-half (1-1/2) the bargaining unit member's regular hourly rate for all hours worked in excess of forty (40) hours in any week. Bargaining unit members who are regularly scheduled to work more than one (1) job shall have their regular hourly rate computed on the basis of the regulations of the Wage Hour Division of the Department of Labor. A bargaining unit member who works in a supplemental position (coaching or organization advisor) will be eligible for overtime for the hours worked in that job based upon the compensation and computation method set forth in Section 611.
- B. The regular hourly rate shall be computed on a weighted average basis where there is more than one (1) rate under which the bargaining unit member is paid during the workweek, except as otherwise specifically provided in this Agreement.
- C. Employees shall be paid for all time worked at the appropriate rate of pay in lieu of compensatory time.

### **603 SATURDAY AND SUNDAY WORK (1991)**

Bargaining unit members not regularly scheduled to work on Saturday and/or Sunday who are called in to work, shall be compensated at the rate of one and one-half (1-1/2) their regular rate of pay for such hours worked.

### **604 CALAMITY DAYS (2016)**

- A. All twelve (12) month employees will report to work on any and all days wherein a calamity has been called by the District. On such days, pay will be at time and one half (1.5) for the first five (5) days so designated. Thereafter, beginning with the sixth (6<sup>th</sup>) calamity day, these employees will receive regular pay on such days. In addition:
  1. Unless previously scheduled, vacation days may not be used on calamity days except in emergency circumstances.
  2. On calamity days, these employees may be released early or told not to report to work in the sole discretion of his/her supervisor. In such circumstances, the employee will receive full pay for their scheduled day at the appropriate rate as set forth above (i.e., time and a half during the first 5 days; regular pay thereafter).



- B. For all other bargaining unit member required to work during such time as the entire school system is closed because of a calamity shall be compensated for all hours actually worked, in addition to receiving his/her regular rate of pay for regular hours scheduled for such day. In addition:
1. There shall be a four (4) hour minimum guarantee at half time rate.
  2. When a bargaining unit member is called in to start in advance of his/her scheduled shift and the entire school system is subsequently closed because of a calamity, such bargaining unit member shall be compensated as though he/she actually was required to work during such time as the school system was closed for the calamity.
- C. Bargaining unit members who do not work on a declared calamity day shall be paid his/her regular rate of pay for regular hours scheduled for such day.
- D. On any “make-up” school days as determined by the Board, all non-twelve (12) month employees will work without compensation (i.e., having already been paid) for their regularly scheduled work day.

**605 PYRAMIDING (1991)**

There shall be no pyramiding of overtime.

**606 PAY FOR TRAINING AND SET UP (1991)**

Persons will be paid for time spent at Board facilities in training on new equipment, in establishing a new process, or in setting up new equipment when such time is scheduled by the District outside of regularly scheduled time.

**607 MEETINGS (1994)**

Meetings will be held during or at the beginning or end of working hours whenever feasible.

**608 LUNCH (1994)**

All bargaining unit members who work six (6) or more hours in a day are entitled to a thirty (30) minute unpaid, uninterrupted duty free lunch.

**609 BREAKS (1994)**

Bargaining unit members will receive a ten (10) minute paid break for each four (4) continuous hours of work, including overtime work.

**610 SHORT HOUR POSITIONS (1997)**

The District will combine short hour positions of the same classification at the same site where there is no conflict between or among the time for performing the work and where the combined position does not result in a bargaining unit member being regularly scheduled to work more than forty (40) hours in a workweek.

**611**      **OVERTIME PROCEDURE (2016)**

There shall be one (1) overtime list for each category at each site, and overtime shall be equalized.

- A. Employees who are on a leave of absence will be assumed to have worked the average hours of all other employees at the site in his/her classification upon return.
- B. If no employee in the category at the site accepts the overtime, the District has the option of offering overtime to employees in the same category at other sites or of requiring the junior employee at the site to perform the overtime. When no employees accept the overtime or no junior employee is required to do the work, the District may offer the time to a substitute.
- C. It is the employee's responsibility to provide a telephone number to his/her supervisor where he/she can be reached for overtime opportunities. If there is an attempt to contact the employee at the number given and the employee is not reached, the employee will be charged with the overtime hours.
- D. The overtime equalization numbers will be reset to zero at the beginning of each school year.
- E. Employees who are hired after the start of the school year will be assigned the overtime hours equal to the highest number.
- F. An employee who is erroneously skipped in the offer of overtime will not be charged with the hours, but will be offered overtime until the hours are equalized.
- G. If no employee in the classification at the site accepts the overtime, the District has the option of offering overtime to employees in the same classification at other sites or of requiring the junior employee at the site to perform the overtime.
- H. Overtime will not be offered to employees who are on vacation leave, personal leave, or sick leave.

**612**      **SUBSTITUTES (2012)**

- A. Unless otherwise mutually agreed by the Association and Board, no substitute will fill a position for more than sixty (60) days, except where substituting for a bargaining unit member with a long-term absence.
- B. Recognizing occasional exceptions may occur, normally the Board will not permit substitutes to work more than forty (40) hours per workweek.

**613**      **EXTRACURRICULAR ACTIVITIES (2006)**

- A. Bargaining unit members who are awarded extracurricular contracts shall be paid at the base rate established by the Board for all hours worked under the extracurricular contract.

- B. All hours worked at the employee's regularly assigned job(s) will be paid at the hourly rate(s) for those jobs, and the hours worked for the regular assignment(s) will be calculated for the workweek before any hours under the extracurricular contract.
- C. To the extent the regular hours worked exceed forty (40) hours worked during the workweek, the overtime rate shall be at either the rate for the regular assignment or, if there is more than one (1) regular assignment, at the weighted average rate for the regular assignments.
- D. The additional hours for the extracurricular assignment will either be paid at the Board established straight time rate for the extracurricular contract when total hours worked for the workweek are equal to or less than forty (40) hours and at time and one-half (1-1/2) the Board established straight time rate for the extracurricular contract for hours worked in excess of forty (40) work hours for the workweek.
- E. If the extracurricular contract is for a position included in the Collective Bargaining Agreement between the Board and the Wooster Education Association (Certified Contract), should the total earnings for the extracurricular contract be lower than the rate in the supplemental salary schedule for such extracurricular position established in that Agreement, the Board shall make a payment adjusting the hourly rate so that the total of the straight time and overtime rates equal the salary for extracurricular positions in that Agreement.

**ARTICLE 700 - SENIORITY, LAYOFF AND RECALL**

**701 SENIORITY (1997)**

- A. District seniority is that length of time a bargaining unit member has served continuously in the Wooster City School District, from the most recent hire date, as a regular full-time or regular part-time bargaining unit member.
- B. There shall be a probationary period of six (6) months during which bargaining unit members shall not have any seniority. Upon retention after completion of the probationary period, District seniority shall be computed from the date of hire.
- C. A seniority roster will be furnished to the Association President annually. At the same time, the list will be posted for a minimum of fourteen (14) calendar days. During the posting, any bargaining unit member who believes his/her District seniority is inaccurate must file a request for correction with the Superintendent, or the bargaining unit member will be considered to have waived any complaints as to the listed seniority dates. After all requests have been received, a meeting will be held with the Association President to resolve all conflicts.
- D. Should two (2) or more bargaining unit members have identical District seniority, a yearly drawing of lots will determine the order of seniority. This drawing shall take place prior to the making of the annual seniority list. An Association representative may be present when the drawing occurs.

**702 PROCEDURE (2016)**

- A. If it becomes necessary to reduce the number of bargaining unit members in a job classification due to the abolishment of positions, lack of work, building closures, lack of funds, or for any other good reason, the Board may make such reductions through the layoff procedure set forth herein.
- B. The following guidelines for layoff will apply:

1. Attrition

The number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practicable, for bargaining unit members who retire, resign, or otherwise vacate a position.

2. Layoff

In any layoff, the concept of seniority shall prevail. Reduction not achieved by attrition shall be accomplished first by laying off new bargaining unit members in the initial probationary status in the job classification affected.

Additional reductions shall begin with the bargaining unit member with the least District seniority in the job classification laid off. The number of hours assigned a position will not affect a layoff.

3. Bumping

a. A bargaining unit member laid off from his/her job classification may, if qualified and if holding greater District seniority, bump the least senior bargaining unit member in any lower rated job classification within the bargaining unit member's job category, and if none is available, bump the least senior bargaining unit member in any job classification in which the bargaining unit member previously worked and from which the bargaining unit member was not involuntarily transferred.<sup>1</sup> Any bargaining unit member exercising bumping rights shall be placed on the job classification salary schedule in accordance with the bargaining unit member's service in that job classification. The bargaining unit member shall have four (4) working days to exercise such right after notification of layoff.

b. Job categories are: Custodial, Maintenance, Transportation - Drivers, Transportation - Mechanics, Special Services, Paraprofessionals, Student Supervision Aides, Cafeteria, Clerical and Network Management. The job classifications within each job category are listed below from highest classification within a category to the lowest, as follows:

1) Custodial

- a) Custodial Worker III
- b) Custodial Worker II
- c) Custodial Worker I

2) Maintenance

- a) Maintenance Repair (Certified)
- b) Maintenance Repair/Painter

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<sup>1</sup> But see Article 1703 regarding special circumstances pertaining to specialized paraprofessionals in one-on-one special needs attendant positions for the period ending September 30, 2019.

- c) Groundskeeper
- 3) Transportation - Drivers
  - a) Bus Driver
  - b) Automobile/Van Driver
- 4) Transportation – Mechanics
  - a) Bus Mechanic
  - b) Bus Mechanic Helper
  - c) Refueler
- 5) Special Services
  - a) Shipping and Receiving Clerk/Store Keeper Delivery
  - b) District Driver
- 6) Paraprofessionals and Aides
  - a) District Tech Paraprofessional/Library Paraprofessional/  
Specialized Paraprofessional
  - b) Teacher Paraprofessional
  - c) Student Supervision Aide
- 7) Cafeteria
  - a) Cook Manager
  - b) Assistant Cook Manager
  - c) Satellite Server/Cook
- 8) Clerical
  - a) Secretary
  - b) Production Room Technician; Receptionist-Switchboard
- 9) Network Management
  - a) District Network Manager
  - b) District Network Technician

**703**      **RECALL (2000)**

- A. No person shall be hired to do the work of a bargaining unit member laid off, except after implementation of Paragraph(s) B and/or C, below, whichever is applicable. Additionally, no vacancy shall be posted for the work of a bargaining unit member laid off, except after implementation of Paragraph B, below.
- B. Bargaining unit members shall retain recall rights for twenty-four (24) months from the date of layoff. Bargaining unit members shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified or registered mail to the bargaining unit member's last known address as shown on Board records. The recall notice shall state the time, date and place at which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given at least five (5) calendar days' notice excluding Saturdays, Sundays, and holidays to report to work. Failure to report within the required time shall terminate any recall rights.
- C. Temporary Substituting By Laid-Off Bargaining Unit Members

Bargaining unit members on layoff shall be first called for any substituting in his/her classification for temporary openings. Refusal or unavailability to substitute shall not be interpreted as a decline in recall.

**ARTICLE 800 - VACATION (2000)**

**801**      **ELIGIBILITY**

Bargaining unit members who are eleven (11) or twelve (12) month regular, full-time bargaining unit members with one or more years of continuous service in any regular capacity in the Wooster City Schools will be eligible according to the Vacation Schedule in Section 902 as of the first day of his/her anniversary month.

**802**      **VACATION SCHEDULE**

One (1) year through the end of five (5) years . . . . .	10 days
Six (6) years through the end of twelve (12) years . . . . .	15 days
Thirteen (13) years or more . . . . .	20 days

**803**      Vacation schedules shall be scheduled through and approved by the Superintendent. Applications for vacation must be submitted to the immediate supervisor not less than two (2) weeks prior to the beginning date of such vacation. The immediate supervisor may waive the two (2) week requirement if circumstances so warrant.

**804**      If schools are closed for a calamity day, no vacation will be charged for that day.

**805**      A bargaining unit member who is hospitalized or has a death in the immediate family while on vacation may request sick leave time in place of vacation time.

**806**      If a bargaining unit member takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the bargaining unit member's earned vacation days.

**807**      Bargaining unit members may not accrue more than thirty (30) vacation days.

**808** Upon cessation from active employment, bargaining unit members will receive vacation pay for the accrued and unused vacation days.

### **ARTICLE 900 - HOLIDAYS (2006)**

**901** Nine (9) and ten (10) month bargaining unit members shall receive the following paid holidays:

- A. Labor Day
- B. Thanksgiving Day
- C. Day after Thanksgiving
- D. December 25
- E. New Year's Day
- F. Martin Luther King Day (third Monday in January)
- G. Memorial Day
- H. Presidents' Day (third Monday in February)
- I. Spring Break - One (1) day the first Friday of Spring Break

**902** In addition to the holidays listed in Section 901, eleven (11) month employees shall receive December 24 or December 26 as a paid holiday if December 24 falls on a Wednesday, Friday, or Sunday.

**903** In addition to the holidays listed in Sections 901 and 902, twelve (12) month bargaining unit members shall receive the following paid holiday: Independence Day.

**904** For bargaining unit members scheduled Monday through Friday, when a holiday falls on Saturday, the preceding Friday will be a paid holiday; and when a holiday falls on Sunday, the following Monday will be a paid holiday. Due to the need for nontraditional (Monday - Friday) schedules, those bargaining unit members with those schedules shall have the same amount of time off as if scheduled like their Monday - Friday counterparts.

**905** To be eligible for holiday pay, a bargaining unit member must work the workday preceding and the workday following a holiday or have authorized leave on such day.

**906** All paid holiday hours shall be counted as hours worked in computing overtime.

### **ARTICLE 1000 – LEAVES**

**1001** **SICK LEAVE (2013)**

- A. Each regular bargaining unit member shall accumulate sick leave at the rate of one and one-fourth (1-1/4) workdays per month. Regular bargaining unit members who render part-time, per diem, or hourly service shall accumulate sick leave proportionate to the time actually worked.

- B. Sick leave shall accumulate to two hundred seventy-five (275) days.
- C. Bargaining unit members may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or death in the bargaining unit member's immediate family.
- D. Bargaining unit members who are absent for personal illness or injury on more than three (3) occasions or for more than five (5) consecutive days may be required to provide a doctor's certificate in order to be eligible for sick pay for personal illness or injury.
- E. Illness or injury in the immediate family shall be defined to include spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild or other relative living in the bargaining unit member's home and sibling with major illness.
- F. Death in the immediate family shall be defined to include, spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild (child-in-law), grandparents, grandchild, sibling, sibling-in-law, niece, nephew, aunt, uncle, or other relative living within the bargaining unit member's home.
- G. Sick leave may be taken in quarter hour increments. [one-third (1/3) day increments for bus drivers who have three (3) runs].
- H. The Board shall allow, upon the request of a bargaining unit member, an advance of up to five (5) sick days to be deducted from future accumulations, provided the bargaining unit member will earn enough additional sick days within the existing school year to repay the advanced number of days.
- I. If the Superintendent closes the schools due to a calamity, or closes a building due to an emergency or a catastrophe without reassigning bargaining unit personnel, no sick leave shall be charged.
- J. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued sick leave, subject to Board approval. This transfer of sick leave shall be accomplished on a form specifically approved and distributed for this purpose. The sick leave transfer is irrevocable and shall cause the contributing member to have his/her sick leave reduced within thirty (30) days by the amount equal to that contributed to the receiving member. The receiving bargaining unit member shall have accrued for use sick leave totals equal to the aggregate total contributed by other members of the bargaining unit. At any time, for three (3) years from the date of receipt of this transfer, if the recipient retires or applies for disability retirement or leaves the District, any days remaining, less that which would have otherwise been earned, shall be deducted from the recipient and given to the next qualified bargaining unit member.

**1002 SHORT TERM LEAVE TO CARE FOR CERTAIN AILING FAMILY MEMBERS (2009)**

Bargaining unit members may take a short term leave without pay not to exceed a total of five days in any one contract year to care for an ill family member who is a child-in-law, grandchild or sibling-in-law. The Superintendent, in his/her discretion, may grant additional unpaid days for such purpose upon application from a bargaining unit member.



**1003      PERSONAL LEAVE (2016)**

- A. All bargaining unit members shall be granted three (3) days of unrestricted personal leave per year with pay. Such leave shall be granted subject to the following conditions:
  - 1. Notice of intent to use the unrestricted personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In case of emergency, justification must be provided upon return.
  - 2. Except for those on emergencies, there shall be no more than six (6) bargaining unit members and not more than two (2) per classification on leave in any one (1) day.
  - 3. Personal leave shall not be used for extending a vacation or holiday or for use on a District-wide inservice day, except to chaperone PreK-12 students on a public school sponsored trip or for a documented need for leave approved by the Superintendent.
- B. If the Superintendent closes the schools due to a calamity, or closes a building due to an emergency or a catastrophe without reassigning bargaining unit members, no personal leave shall be charged.
- C. A bargaining unit member not using any personal leave in a contract year may carry over one (1) day to the following year, but may never have an accumulation in excess of four (4) personal days in any one (1) year.
- D. Transportation employees affected by pre-school scheduling (drivers and aides) will be provided with the equivalent of hours of personal leave coinciding with the daily hours assigned for the majority of the employee's regularly scheduled work week. For example, those working eight (8) hours Monday through Thursday, will be provided with a total of twenty-four (24) hours of personal leave.

**1004      ASSAULT LEAVE (1997)**

- A. A bargaining unit member who is absent due to physical disability resulting from an unprovoked physical attack which occurs in the course of employment shall be granted up to thirty (30) working days of paid assault leave.
- B. Assault leave may not be granted under this policy unless the bargaining unit member in question:
  - 1. Has a signed, written statement justifying the granting and use of assault leave.
  - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. Provisions of this leave shall be in compliance with ORC 3319.143.

**1005      COMPULSORY LEAVE (2016)**

- A. Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness in connection with a matter related to School District business or while on jury duty. If the bargaining unit member is dismissed from jury duty or as a witness with more than half his/her regular scheduled time remaining, the bargaining unit member shall return to his/her regular assignment.

- B. When determining hours for overtime, hours spent on compulsory leave shall be considered time worked.

**1006 PROFESSIONAL MEETINGS (1991)**

Any bargaining unit member may receive compensation and expenses for days on which he/she has prior approval of the Superintendent to attend professional meetings. Expenses must be documented in accordance with current policies or procedures.

**1007 ASSOCIATION LEAVE (2006)**

The Association will be provided up to a total of nine (9) days per school year paid release time for attendance at OEA conventions and NEA conventions.

**1008 LONG TERM LEAVE OF ABSENCE OTHER THAN ILLNESS OR DISABILITY (1991)**

- A. The Board may, upon request of the bargaining unit member, grant a leave of absence for any reason and for a time which falls within the employment period. At the end of the leave of absence, the bargaining unit member shall have the same employment rights as would have existed had he/she not taken the leave of absence.
- B. During a leave of absence, a bargaining unit member does not receive compensation, accrue sick leave, vacation or longevity credit.

**1009 LEAVE OF ABSENCE: ILLNESS OR DISABILITY (1991)**

- A. Any bargaining unit member who is unable to perform satisfactorily the duties of his/her position because of personal illness or other documented disability, shall be granted a leave of absence without pay or benefits for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year. Such leave of absence shall be granted either upon request of the bargaining unit member or upon the recommendation of the Superintendent.
- B. Application for leave shall be made in writing by the bargaining unit member. An application for renewal, if any, shall be made at least forty-five (45) calendar days before the expiration of the leave. The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.
- C. Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the bargaining unit member to the Superintendent and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.
- D. Application for reinstatement shall be made at least thirty (30) calendar days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the bargaining unit member shall submit a written statement from the attending physician, certifying that the bargaining unit member has been medically examined and that the bargaining unit member is, or will be, able to resume his/her duties with the Board when the leave expires. The Board may require an examination by a Board-approved physician before the bargaining unit member is reassigned.

**1010 FAMILY AND MEDICAL LEAVE ACT (FMLA) (2012)**

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, “twelve (12)-month period” is defined as “the twelve (12)-month period measured forward from the date the employee’s first FMLA leave begins” (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the twelve (12)-month period beginning on the first date FMLA leave is taken. The next twelve (12)-month period commences the first time FMLA leave is taken after the completion of any previous twelve (12)-month period.

**1011 REINSTATEMENT PROCEDURES (1991)**

- A. In all cases of leaves of absence, the bargaining unit member shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave. Failure to give such notice shall constitute a waiver to the right of reinstatement and shall be treated as a voluntary resignation.
- B. All authorized leaves as defined in this Article shall not constitute a break in the bargaining unit member's continuous service with the Board. The individual returning from leave of absence is entitled to resume a position equivalent to that held prior to leave. However, if the individual returns within ninety (90) days, the bargaining unit member shall be assigned to the same position.
- C. The right to reinstatement in this Section is subject in all instances to provisions of Article VIII.

**1012 ATTENDANCE INCENTIVE (2006)**

- A. Bargaining unit members who do not use any sick days or personal days and do not have any dock days during a three (3) month period shall be entitled to a pay incentive of Fifty Dollars (\$50.00). There shall be three (3) such periods for nine/ten (9/10) month employees and four (4) such periods for eleven/twelve (11/12) month employees.
- B. If a nine/ten (9/10) month employee qualifies for the pay incentive in all three (3) periods in a school year, there shall be an additional payment of Seventy-Five Dollars (\$75.00); and if an eleven/twelve (11/12) month employee qualifies for the pay incentive all four (4) periods in a school year, there shall be an additional payment of One Hundred Dollars (\$100.00).

**1013 NOTICE OF ABSENCE (2003)**

- A. Each employee shall be required to report off when the employee is going to be absent from school in the manner and following the procedures established by the Administration. It shall be the responsibility of the Administration to notify employees annually by the first day of school as to the procedure for reporting off including the person to whom employee is to provide notice of the absence.
- B. Unless otherwise specified in this Agreement, no bargaining unit member shall obtain his/her own substitute when the bargaining unit member is absent.

**1014 ELECTION LEAVE (2006)**

- A. Any bargaining unit member who wishes to run for a full-time position in a public office or Ohio or National Education Association office, that would require release time for a minimum of one (1) year, may be granted such leave for a period of time equal to a one (1)

term duration. Requests shall be made in writing to the Superintendent in the year for which the leave is to commence or at least thirty (30) days prior to the beginning of the term, whichever is earlier, and the leave shall commence the beginning of the term.

- B. The Board shall have no obligation for any benefits of salary, whatsoever, except for reinstatement with the same contract status held immediately preceding the commencement of the leave. Return from such leave will only commence at the beginning of an academic school year.

**1015 UNPAID LEAVE NONINTERRUPTION OF BENEFITS (2012)**

Bargaining unit members may, under conditions specified herein, under state law and through Board Policy, be granted leaves of absence without pay. It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

**ARTICLE 1100 - ASSOCIATION RIGHTS**

**1101 BULLETIN BOARDS (1991)**

The Association shall be permitted use of a designated area of bulletin boards in school buildings.

**1102 SCHOOL MAIL (1991)**

The Association shall be permitted use of the school system mail service and mailboxes for distribution of notices to be posted in school buildings for all bargaining unit members covered by this Agreement.

**1103 USE OF BUILDINGS (1991)**

The Association shall be permitted to use school buildings at no charge for Association meetings, as long as the Board procedures for the use of the buildings are properly followed.

**1104 ASSOCIATION ACCESS (1991)**

Outside of the bargaining unit member's regular duty hours, duly elected officers of the Association shall have access to all Board owned buildings for the purpose of investigating bargaining unit members' complaints. The officer shall give prior notice to the administrator responsible for a given building and shall not disrupt the normal functioning of the building nor meet with any bargaining unit member during assigned duty time.

**1105 REPRESENTATION (1991)**

An Association representative, if needed, shall be released without loss of pay to attend grievance hearings or disciplinary actions concerning members of the unit.

**1106 DUES DEDUCTION AND FAIR SHARE FEES (2012)**

- A. The Board shall deduct the periodic dues of Association members and shall deduct a fair share fee (in the manner described below in Paragraphs B, C, D, E, F, and G) from all

nonmembers of the Association who are in the bargaining unit. The amount of the fair share fee to be deducted shall be determined by the Association, but shall be no greater than the amount equal to Association and affiliate dues. Such payroll deduction of dues, etc., shall be made equally from eighteen (18) consecutive pays or remaining number of pays in the bargaining unit member's work year starting with the first pay in October, whichever is shorter [for fee payors, first pay in January for twelve (12) consecutive pays or remaining number of pays in the bargaining unit member's work year, whichever is shorter].

- B. Bargaining unit members who do not elect to become members of the Association within sixty (60) calendar days following their initial day of actual work shall be required to pay the Association the fair share fee. No fair share fee shall be assessed or collected during the first days following a new bargaining unit member's initial day of actual work.
- C. The Association hereby assures the Board that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board (SERB) and Ohio and Federal courts of competent jurisdiction. Specifically, the Association assures the Board that funds collected under this fair share fee provision will not be spent for improper purposes as determined by SERB and Ohio and federal courts of competent jurisdiction; that the Association will provide nonmembers with adequate information, as determined by SERB and Ohio and Federal courts of competent jurisdiction, about the basis of the calculation of the fee before collecting such fee; and that the Association will provide nonmembers who timely and properly challenge such fair share fees with a reasonably prompt decision by an impartial decision maker as determined by SERB and Ohio and federal courts of competent jurisdiction. The Association further assures the Board that all funds collected under this fair share fee agreement will be used for activities germane to collective bargaining and other activities involving the Association's duties as exclusive representative for this bargaining unit as determined by SERB and Ohio and federal courts of competent jurisdiction. In the event a nonmember challenges the payment of the fair share fee, the Association agrees that the Board shall hold the disputed payments in an interest bearing escrow account. Once the challenge is resolved, the payments will be made from the escrow account in accordance with the determination by SERB of proper amounts directly to the Association and/or the challenging bargaining unit member including proportionate payment of any interest earned, less any reasonable administrative expenses incurred by the Board for establishing and maintaining such escrow account.
- D. The fair share fee shall be equal for all nonmembers of the Association.
- E. Any person who objects to paying the fair share fee because of religious beliefs shall be exempted from paying any fair share fees or dues, if approved pursuant to Ohio Revised Code 4117.09(C).
- F. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. Such indemnity shall not extend to claims against the Board for discrimination on the basis of race, sex, or national origin. For purpose of this Section, the term "Board" includes the Board of Education of the Wooster City School District, its members, the Treasurer, Superintendent, and all members of the administrative staff. Should this specific indemnification provision be found invalid or void by any court of competent jurisdiction, this fair share provision of this Section shall become invalid in its entirety unless the parties can and do modify this provision to be in conformance with such

decision. This paragraph is not applicable for any claims originating out of, related to, or resulting from Paragraph G, below.

- G. The Board Treasurer shall give to the Association Treasurer within five (5) calendar days, the total amount deducted that pay period along with a complete description by name of the amount deducted.

**1107 BOARD AGENDA AND MINUTES (1997)**

The Association President and designated Vice Presidents shall be provided a copy of the Board Agenda plus a copy of all proposed Board minutes.

**1108 MILLAGE RATES (1991)**

The Association shall have the opportunity to work cooperatively or have input with the Board prior to an anticipated increase in millage rates.

**1109 COMMITTEE ASSIGNMENTS (1997)**

- A. District Committee shall be defined as any committee who has as its membership members of the bargaining unit.
- B. The Board shall notify the Association of any new or potential committee and its membership.
- C. The Association shall be responsible for appointing any Association members to District-wide Committees.
- D. No District Committee shall be asked or allowed to undermine the status of the Association as exclusive representative of the bargaining unit.

**1110 LABOR/MANAGEMENT COMMITTEE (2012)**

The Wooster City Schools and the Wooster Education Association will establish a Labor/Management Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least twice per semester, for the purpose of discussing, not negotiating issues of concern to both parties. The Committee may request training from the Federal Mediation and Conciliation Service.

**ARTICLE 1200 - BUS DRIVERS**

**1201 FIELD TRIPS (2016)**

**A. TRANSPORTATION FIELD TRIP PROCESS**

- 1. Departmental seniority/rotation are a key factor in selecting the appropriate driver for the trip.
- 2. Field trips will be assigned according to a rotation list based on the type of field trip (day or night/weekend)

3. The process can be fitted into an electronic program that can track the selection process. The program must honor the intent of the negotiated contract.

#### **B. EMPLOYEE AVAILABILITY NOTIFICATION**

Within the first two-week of the beginning of the school year, it will be the responsibility of the driver to inform the supervisor of their earliest availability to meet field trip departure times. The driver will communicate any changes in their route time to the supervisor during the school year especially when route time changes affect the availability for field trips.

#### **C. TYPES OF FIELD TRIP**

Field trips will be categorized into either:

1. Day Trips – Trips which occur prior to 4:00 P.M. Monday through Friday or
2. Night and Weekend Trips – Trips which occur after 4:00 P.M. Monday through Friday or on Saturday and Sunday.

Note: When school is not in session (with exception to in-service days) – All trips will be considered as Night/Weekend Trips.

#### **D. FIELD TRIP PROCESS**

1. Field trip requests should be made 20 days in advance of their departure date if possible. The trips will be posted for selection by seniority/rotation basis in the order as they are received into the transportation department office.
2. All requested trips will be offered for selection at a bi-weekly Wednesday distribution meeting. The trips will be offered based on the seniority/rotation basis. Only drivers available in the designated trip category, and which does not interfere with the driver's regularly scheduled route, will be offered the trip below, will be offered the trip.
3. Distributions for awarding of trips will be held 2 weeks in advance of the trips unless a group advances in tournaments, reschedules a trip, or has a late notice of needed transportation.
  - a. Exceptions to this would be in cases of overnight trips.
4. Trips will be offered for selection to the senior most driver next in rotation. Any trips offered and not accepted, or the driver is unavailable, the offering will then rotate, by seniority, through the drivers until the trip is accepted.
  - a. Unavailability shall be as already working in the district.
5. Any acceptance or refusal of a trip will be counted as turn in rotation.

6. Drivers skipped from the previous week(s) offerings due to unavailability shall be offered a trip first, by seniority, before resuming with the current week rotation schedule.
7. A Driver can be represented by only one other Driver to speak on their behalf during the distribution meeting if they so choose. A Driver may not speak on behalf of more than one other Driver other than themselves. Drivers not present or represented at the distribution meeting will automatically receive a “refusal,” and turn in rotation, for the offering made.
8. Any trip requests that come into the department after the last distribution meeting and before midnight the day prior to the next scheduled distribution meeting will be offered by the seniority/rotation process.
9. Drivers shall record the actual trip time to and from the event including pre-trip inspections and any necessary clean-up afterwards.
  - a. Example: A Tuesday trip that starts at 4:15 p.m. and ends at 10:00 p.m. would record 6 hours of pay time (assuming 15 minutes pre-trip inspection and no clean-up).
10. Drivers will be paid 100% of their regular rate for driving field trips.

**E. OVERNIGHT FIELD TRIPS**

1. Overnight field trips are defined as trips that require on-site transportation needs during two or more consecutive calendar days.
2. Drivers shall be “on-call” and at the disposal of the trip administrator during the entire trip duration.
3. Drivers shall record the actual driver time and partial “on-call” time for less than a full day of duty.
  - a. Example: A Friday trip that starts at 4:00 p.m. where the driver sleeps at 11:00 p.m. would record 7 hours of pay time.
  - b. Example: A Sunday 6:00 a.m. to 11:00 a.m. (upon return of the trip) the driver would record 5 hours of pay time.
4. During a full day of service the drivers shall record “on-call” time from the time they take the students to their event in the morning until the time the students require no more service in the evening.
  - a. Example: Saturday 7:00 a.m. to 10:00 p.m. (when the students are back in the hotel and require no more transportation) the driver shall record 15 hours of pay time.



**F. ROUTE AND TRIP EXTENSIONS**

The Transportation department may extend the regularly scheduled duties of a route driver in order to facilitate the departure or pick-up trips times within ½ hour of the route starting or ending times. Extended schedules may be offered first to the senior most driver at that location needing service.

**G. GUIDELINE UPDATES**

Recommendation for alterations to the Field Trip Process Guidelines may be made through a joint Transportation committee of both the Bargaining Unit Representatives and Management.

**1202 CANCELLED FIELD TRIPS (1991)**

Drivers who are scheduled to perform services beyond their regular work schedule where the additional services do not immediately precede or follow the regular work schedule shall receive a minimum of two (2) hours' pay if the trip is cancelled less than one (1) hour prior to the scheduled departure.

**1203 CLEANING TOOLS (1991)**

The Board will provide a set of cleaning tools for each bus, and the driver of that bus will care for the tools. Tools to include: broom, window scraper, squeegee, detergent for washing, and window cleaner.

**1204 GROUP MEETINGS (1997)**

Where bargaining unit members are required to attend group meetings outside their normal workday, they shall be compensated at their regular rate of pay. When such meetings are held between the morning and the afternoon runs, drivers will be paid either from the end of their paid time for the morning run to the end of the meeting or from the beginning of the meeting until the start of the paid time for the afternoon run.

**1205 PARENT/TEACHER CONFERENCES (1991)**

Drivers shall receive their regular daily rate of pay on days when route time is shortened due to parent/teacher conferences.

**1206 MINIMUM HOURS (2009)**

Regular routes (both AM and PM) will be guaranteed a minimum of two and one-quarter (2.25) hours of pay. If a partial route is run, a minimum of two (2) hours' pay will be guaranteed. Each mid-day route will be guaranteed a minimum of two (2) hours' pay. Included within the minimum guarantees is bus inspection time.

**1207 ROSTER TIME (2009)**

When drivers are required to prepare initial rosters, drivers will be paid six (6) hours straight time pay each school year [nine (9) hours if the driver has a mid-day route] for preparation of the initial roster. Pay will be in the next paycheck after initial submission of the completed roster and the completed time card to the Transportation Supervisor. Drivers are responsible for updating the roster during the year.

**1208**     **AIDES ON BUSES (2016)**

- A.     Aides will be provided on those buses where students using wheelchairs are transported.
- B.     If there is more than two (2) preschool children on a bus, there shall be an Aide assigned, except in emergency situations.
- C.     Regular routes (both AM and PM) will be guaranteed a minimum of two (2) hours of pay.

**1209**     **ROUTE ASSIGNMENT (2013)**

- A.     After the preliminary routes have been established prior to the beginning of the school year, if over fifty percent (50%) of a route has been changed since the school year, (for purposes of this provision, over fifty percent (50%) change shall mean a change of hours -- secondary or elementary), the route shall be treated as a vacancy under Section 1209/B. Routes changed less than fifty percent (50%) shall continue from year to year with the same driver.
- B.     When there is a vacant route to be filled, current bargaining unit members will be given the first opportunity to fill such route through bidding. The primary factor to be considered will be seniority, although exceptions may be made where other considerations are present and demonstrated.
- C.     Substitute kindergarten routes will be filled on the same basis where there is not a conflict with any other route being driven by the driver, i.e., the most senior interested and available driver will be provided the opportunity to substitute.
- D.     The Board will provide additional training to substitute drivers to increase familiarity with all District routes to enhance the ability of all substitute drivers to be more readily available to fill in on any route on any given day. Drivers will not be displaced from their regular routes unless the availability of substitutes and route considerations dictate otherwise in the determination of the Transportation Supervisor.

**1210**     **BUS WASHING (1997)**

Bus washing shall be done during work hours when possible. If it is assigned outside regular hours, it shall be paid time.

**1211**     **PAY FOR CDL (2000)**

- A.     The Board will reimburse bargaining unit members required to have a Commercial Driver's License for employment, the difference in cost of a Commercial Driver's License renewal over that of a regular operator's license renewal.
- B.     The Board shall pay bargaining unit members for nine (9) hours of time required to renew a Commercial Driver's License through the State-sponsored course and for the registration fee for such course. If a bargaining unit member opts to take the "advanced" course, the Board will reimburse the registration fee for the course, but will not pay for any time required to take the course.

**1212**     **SAFETY TRAINING (1997)**

Drivers will be provided first aid and safety training in an effort to protect the safety and health of students. The District will respond to emergency situations when requested by the driver because health and safety is at risk.

**1213 BUS ROAD-E-O PARTICIPATION (2000)**

There shall be paid release time from regular work for drivers participating in the Regional, State or National Road-E-O competition. Additionally, the Board shall pay the registration fee and reimburse expenses consistent with Board Policy.

**ARTICLE 1300 - CAFETERIA WORKERS**

**1301 SATELLITE WORKERS (1991)**

Satellite workers will be paid mileage at the Board approved rate for mileage between assigned sites.

**1302 LUNCH (2012)**

Cafeteria workers regularly scheduled to work more than 2.5 hours per day shall receive a paid twenty (20) minute lunch break.

**1303 CATERING RATE (2012)**

- A. The rate of pay for work outside the normal workday shall be at a catering rate which is the same as the first step of Classification 18 of Section 2301.
- B. Section 611 will be the procedure for assignment under this Section.
- C. Work at the catering rate will only be for work done for catering work outside the regularly scheduled day of an employee.
- D. While working the catering rate, employees will not be expected to perform work that is normally done during the regularly scheduled day.
- E. Overtime for an employee performing at a catering rate shall be for work performed after forty (40) hours in the workweek and the premium shall be based upon the employee's weighted average rate for the workweek.
- F. The minimum pay for catering work extending the workday shall be one (1) hour. The minimum pay for catering work that does not extend the workday shall be two (2) hours.
- G. No food service equipment, other than coffee pots, may be used without an employee in attendance.
- H. Bargaining unit members in the Food Service Department shall receive written notification of the guidelines for catering established by the Administration. Additionally, when any change in those guidelines is made by the Administration, the employees are to be notified in writing of such change.

**1304 SCHEDULED USE OF THE KITCHEN (2000)**

When a school kitchen is to be used for events, a cafeteria employee will be present at all times when the kitchen is open to provide food service assistance to the event; shall have sole responsibility to clean/secure District equipment used during the event; and shall have the sole responsibility to clean/secure the kitchen, absent an emergency requiring additional assistance. Due to the severity of this matter, the parties agree that failure to do so may subject the bargaining unit member to disciplinary action.

## **ARTICLE 1400 – MECHANICS**

### **1401 UNIFORM ALLOWANCE (2012)**

Each mechanic shall be provided a uniform allowance of Thirty Dollars (\$30.00) per month. The uniform allowance is a taxable employee benefit and will be paid in January and July.

### **1402 TOOLS (1997)**

- A. A locking cage or facility will be provided for mechanics to store tools. If the tools are stored in the locking cage, the Board shall pay for loss due to theft, fire, or vandalism.
- B. The Board will continue the practice of replacing broken tools not broken as a result of employee negligence.

### **1403 TEMPORARY MECHANIC'S HELPER (2016)**

#### A. Definition

A temporary Mechanic's Helper is a Transportation Department employee who assists the Mechanics, on an as needed basis, in performing minor repairs and in servicing vehicles. Should this work require a CDL to drive vehicles for needed repairs or pickup outside of the District, these drivers will be paid at their regular rate. Work performed as a temporary Mechanic's Helper is work outside of a bargaining unit member's regular classification and is paid at a rate determined by the District.

#### B. Training

Training to perform services as a temporary Mechanic's Helper shall be offered at the discretion of the District, but shall not be offered less than once annually. Participation in training shall be voluntary.

#### C. Rotation

Selection for performing temporary Mechanic's Helper work shall be by rotation as provided in Section 611. The Transportation Supervisor shall establish rotation list(s) for the type(s) of work to be performed. The list(s) shall be made up of employees who have been trained and who the Transportation Supervisor determines to be qualified to perform the work required for each rotation list. Anyone may be removed from any list who the Transportation Supervisor determines is not performing at the level of performance expected.

## **ARTICLE 1500 – SECRETARIES**

### **1501 BREAKS (1991)**

All secretaries will normally be provided a fifteen (15) minute duty free break each full four (4) hour period assigned, as scheduled by their supervisor.

**1502**     **REPORTING OFF (1994)**

Secretaries, other than high school secretaries, who are absent due to illness, must report such absence to their immediate supervisor. Secretaries shall also report off through the Replacement Answering Service.

**1503**     **DECISIONS CONCERNING STUDENT DISCIPLINE (2009)**

Building secretaries shall not be responsible for making decisions concerning student discipline. Each school building will have a staff person assigned to deal with discipline in the principal's absence.

**ARTICLE 1600 – CUSTODIANS**

**1601**     **BUILDING CHECKS (1997)**

Weekend building checks are exempt from rotation.

**1602**     **LEAD CUSTODIANS (2003)**

Each second and third shift at the High School, Edgewood, and Cornerstone, shall have one (1) Lead Custodian selected by the custodians on the shift subject to the approval of the Principal and the Superintendent whose approval will not be unreasonably withheld. Each Lead Custodian will be compensated at the rate of Fifteen Cents (\$.15) per hour in addition to the bargaining unit member's regular compensation. His/Her duties will be to communicate work to be done, problems with work on the shift and other such matters to the bargaining unit members on his/her shift, supervisors and bargaining unit members on the prior or subsequent shift. In the absence of the Lead Custodian for the entire shift, the next senior, qualified person in the building on that shift will be assigned the lead custodian responsibilities and be paid the additional compensation for that shift.

**1603**     **CUSTODIAN II LEADERSHIP DEFINITION (1997)**

Employees in the Custodian II classification are to supervise work not other employees.

**1604**     **BUILDING USE (2006)**

When a District school building is used by an outside group, a District Custodian shall be present unless an Administrator is present.

**ARTICLE 1700 - PARAPROFESSIONALS AND AIDES**

**1701**     **TRAINING (2006)**

Specialized paraprofessionals working on buses will be provided CPR/First Aid and safety training in an effort to protect the safety and health of students.

**1702**     **CERTIFICATE/LICENSE RENEWAL (2006)**

The District will reimburse paraprofessionals for the renewal certification/license fee.

## **1703 SPECIALIZED PARAPROFESSIONALS – ONE ON ONE SPECIAL NEEDS ATTENDANTS (2016)**

1. Specialized paraprofessionals who work as one-on-one special needs attendants may be immediately reduced by the Board when a disabled student or students to whom such paraprofessional is assigned, cease to attend in the District, graduate, are deemed no longer in need of individual assistance per the IEP team, or are otherwise unavailable to access such services. The reduction in force provisions in the Agreement are modified with respect to the position of these paraprofessionals to the extent that a one-on-one special needs attendant so displaced may not automatically displace the least senior one-on-one special needs attendant. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious and will only proceed after consultation with the Association President, who will be provided with appropriate data regarding the reasons underlying the determination. One-on-one special needs attendants who decline to bump into another one-on-one special needs attendant position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in the reduction in force provisions of this Agreement.
2. Other employees within the Paraprofessionals and Aides category who might otherwise bump downward into the position of one-on-one special needs attendant pursuant to or those otherwise eligible employees from another classification series who have worked in the Paraprofessional and Aides category in the past may not automatically bump the least senior one-on-one special needs attendant. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious and will only proceed after consultation with the Association President, who will be provided with appropriate data regarding the reasons underlying the determination. One-on-one special needs attendants who decline to bump into another one-on-one special needs attendant position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in the reduction in force provisions of this Agreement.
3. The provisions of this section will apply for the period of this Master Agreement only, ending on September 30, 2019, subject to extension by mutual agreement in successor negotiations.

## **ARTICLE 1800 - LIBRARY PARAPROFESSIONALS (2006)**

- 1801** Unless there is a reduction in staff due to a lack of funds, one (1) Library paraprofessional per building shall be scheduled for at least six (6) hours per day.
- 1802** Library paraprofessionals shall be responsible for planning student activities related to library skills.

## **ARTICLE 1900 - STUDENT WORKERS/VOLUNTEERS (2006)**

- 1901** Student workers shall be supervised at all times.
- 1902** Student workers may not be used for the purpose of replacing bargaining unit members.
- 1903** As specified in ORC 4117, volunteers may be used to assist the District and the schools in performing any of their functions other than functions for which a license, permit, or certificate issued by the State Board of Education under ORC 3319 or a certificate issued under Division (A) or (B) of ORC 3327.10 is required.

## ARTICLE 2000 – INSURANCES

### **2001 Hospitalization/Major Medical (2016)**

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Bargaining unit members working six (6) hours or more per day, five (5) days per week, are entitled to all insurance provided herein.

Should the Board or Administration transfer a bargaining unit member or reduce the number of hours to less than six (6) hours per day, five (5) days per week, if employed and participating in the insurance on December 31, 2012, the bargaining unit member would not lose payment of his/her insurances.

If both spouses are employed in the District, the Board is only obligated to pay the premium for one (1) family plan or two (2) single plans (if there are no children) for medical only. Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information.

### **MEDICAL**

A. The Board will pay 87% of the premium and the employee will pay 13% for full-time employees.

B. **Stark County Schools Council**

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. **Preferred Provider – Doctors/Hospitals**

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physician's services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. **Preferred Provider – Prescription Drugs**

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

#### Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$33,000 for all full-time bargaining unit members. For those working three (3) up to six (6) hours, the Board shall provide Sixteen Thousand Five Hundred Dollars (\$16,500) in term life insurance.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

#### Dental Insurance

The Board shall provide dental coverage and pay 87% of the premium.

#### Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and employer.

**PREMIUM HOLIDAYS:** If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

**SPOUSAL COVERAGE:** Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

**SAME SEX MARRIAGE:** If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.



## **ARTICLE 2100 - SEVERANCE PAY (2016)**

**2101** Bargaining unit members who have been employed by the Wooster City Schools at least ten (10) years and who have been approved by the School Employees Retirement System (SERS) to receive retirement benefits, and who notify the Board in writing, will receive a lump sum payment equal to one-fourth (1/4) the number of days of accumulated but unused sick leave days to a maximum of sixty-five (65) days. Payment shall be based on the bargaining unit member's per diem rate of pay at the time of retirement. Notwithstanding the foregoing, if the retiring employee is a Participant in the "403(b) Employer Sponsored Plan" that is established pursuant to Section 2104, below, to the extent that it is permissible to do so under the terms of the 403(b) Employer Sponsored Plan, such payment shall be made directly into the 403(b) Employer Sponsored Plan, in lieu of such amount being paid to the employee in cash.

**2102** A. A bargaining unit member will be entitled to receive a payment which will total fifty percent (50%) of all accumulated but unused sick leave, if he/she meets all of the following requirements:

1. The bargaining unit member has been employed by Wooster City Schools for at least ten (10) years and opts to retire at the end of a school year;
2. The bargaining unit member is approved by the SERS to receive retirement benefits, other than disability retirement benefits, with thirty (30) or less years of service credit; and
3. The bargaining unit member notifies the Board of his/her intention to retire, in writing, no later than March 1 of the year in which the person elects to retire.

For the purposes of this Section, thirty (30) years of service will be deemed to have occurred in the year in which the bargaining unit member reaches thirty (30) years of service.

- B. Once a bargaining unit member has given the notice of intent to retire, it cannot be withdrawn unless SERS determines the bargaining unit member is not eligible to retire.
- C. The payment shall be made at the time of retirement within thirty (30) days of receipt of evidence of retirement from the SERS.
- D. Notwithstanding the foregoing, if the retiring employee is a Participant in the "403(b) Employer Sponsored Plan" that is established pursuant to Section 2104, below, to the extent that it is permissible to do so under the terms of the 403(b) Employer Sponsored Plan, such payments shall be made directly into the 403(b) Employer Sponsored Plan, in lieu of such amounts being paid to the employee in cash.
- E. Payment under this Section and/or contributions to the 403(b) Employer Sponsored Plan will be made in lieu of payment under Section 2101.

## **2103** **ELIMINATION OF SICK LEAVE (2012)**

Payment under Section 2101 or 2102, above, shall eliminate all accrued sick leave, whether such payment is made in cash and/or to the 403(b) Employer Sponsored Plan.

**2104      403(B) EMPLOYER SPONSORED PLAN (2012)**

Notwithstanding anything in this Contract or Board Policy to the contrary, the Board shall adopt the "VALIC Severance Pay Plan" (the "403(b) Employer Sponsored Plan") with terms that comply with the requirements of this Section 2104. The terms of the 403(b) Employer Sponsored Plan shall include the following:

- A. Participation in the 403(b) Employer Sponsored Plan shall be mandatory for any bargaining unit member who is entitled to cash payments under either Section 2101 or Section 2102, above.
- B. If a retiring bargaining unit member is a Participant in the 403(b) Employer Sponsored Plan, a mandatory employer contribution shall be made on his or her behalf under the 403(b) Employer Sponsored Plan in an amount equal to the total amount that would be payable to the Participant in cash pursuant to Section 2101 or Section 2102, above, but not to exceed the maximum contribution amount allowable under the terms of the 403(b) Employer Sponsored Plan. The required contribution to the 403(b) Employer Sponsored Plan shall be made at the time of retirement within thirty (30) days of receipt of evidence of retirement from the School Employees Retirement System. If the amounts payable under Section 2101 or Section 2102 exceed the maximum contribution amount allowable under the 403(b) Employer Sponsored Plan, the excess amount shall be payable to the bargaining unit member in cash.
- C. A bargaining unit member who is a Participant in the 403(b) Employer Sponsored Plan shall complete a 403(b) Employer Sponsored Plan sponsor enrollment package prior to retirement; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the 403(b) Employer Sponsored Plan on behalf of the bargaining unit member.
- D. If a bargaining unit member is entitled to have a contribution paid to the 403(b) Employer Sponsored Plan and dies prior to such contribution being paid to the 403(b) Employer Sponsored Plan, the contribution shall nevertheless be paid to the 403(b) Employer Sponsored Plan and shall be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Employer Sponsored Plan.
- E. The 403(b) Employer Sponsored Plan shall have a "Plan Year" that runs from July 2 to July 1.
- F. Neither the Board nor the WEA guarantee any tax results or investment results associated with the 403(b) Employer Sponsored Plan.

**ARTICLE 2200 - VACANCY AND POSTING (2016)**

**2201** When a job vacancy occurs due to retirement, termination, resignation, death, promotion, transfer, or creation of a new position, a vacancy notice shall be posted for five (5) working days in each building staffed by bargaining unit members. Management has the right to determine a vacancy. Once the vacancy is indicated to be the case and the filling of that vacancy is to occur, the posting of the vacancy shall occur. All job postings will be posted in AppliTrack. If there are any changes made in the posting, all applicants applying for the position will be notified.

**2202** Any bargaining unit vacancy shall be posted on the District's internet site within twenty-four (24) hours of the vacancy. Support staff vacancies shall be posted and emailed to all support staff within twenty-four (24) hours of the posted vacancy.

- 2203** The vacancy notice shall contain a job title, description of duties, salary range, shift, work locations and the deadline (hour and day) for submitting.
- 2204** Bargaining unit members desiring a vacant position shall submit their bid within the five (5) working day posting period by using the District online application system for internal candidates.
- 2205** Classification seniority shall be one important factor to be considered in filling vacant positions. Other factors to be considered shall include such things as evaluations, abilities, skills, qualifications, and the needs of the School District.
- 2206** A bargaining unit member who bids on a posted position will be given an opportunity to interview for the position provided the bargaining unit member meets the posted qualifications for the position.
- 2207** In filling job openings within the bargaining unit, including new jobs, the Board will give preference to bargaining unit members already employed who are qualified for such job by experience or training, either in the same job or in a job of related skill rather than hiring a new employee. In determining qualifications, the Board shall use the criteria set forth in Section 2205, above.
- 2208** All vacancies shall be posted and filled within fifty (50) calendar days of the date the vacancy occurs.
- 2209** If not selected for the position, a bargaining unit member will receive, upon request, a face to face meeting with the administrator for further discussion and feedback as to why he/she was not selected for the posted position. This meeting will occur within ten (10) working days after the request.

### **ARTICLE 2300 – COMPENSATION**

**2301**     **HOURLY CLASSIFICATIONS (2016)**

- |    |   |
|----|---|
| 1  | Bus Mechanic  |
| 2  | Maintenance Repair                                      |
| 3  | Bus Driver  |
| 4  | Maintenance Repair Painter, District Network Technician |
| 5  | Custodial Worker III                                    |
| 6  | Shipping and Receiving Clerk, Store Keeper Delivery     |
| 7  | Custodial Worker II                                     |
| 8  | Secretary   |
| 9  | Groundskeeper   |
| 10 | Custodial Worker I                                      |
| 11 | District Driver, Auto Driver                            |
| 12 | Production Room Tech, Receptionist-Switchboard          |

- 13 Specialized Paraprofessional
- 14 Cook Manager
- 15 Library Paraprofessional, Tech Paraprofessional
- 16 Bus Mechanic Helper
- 17 Teacher Paraprofessional
- 18 Assistant Cook Manager
- 19 Cook, Satellite Server, Student Supervision Aide
- 20 Refueler
- 21 District Network Manager

**2302 HOURLY WAGE BASE AND SCALE (2013)**

- A. In order to calculate the hourly rate of any classification, the base rate above is multiplied times the appropriate Index in Section 2301.
- B. Classified employees will receive a one-time \$250 bonus to be paid no later than the second pay in October, 2016.
- C. Salary Schedules

**BASE HOURLY RATE**

10/1/2016	15.50
10/1/2017	15.89
10/1/2018	16.13

CLASS 1 - BUS MECHANIC

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	1.1270	17.47	17.91	18.18
1	2	1.1420	17.70	18.15	18.42
2	3	1.1570	17.94	18.38	18.66
3	4	1.1720	18.17	18.62	18.90
4	5	1.1870	18.40	18.86	19.14
5	6	1.2020	18.63	19.10	19.39
6	7	1.2170	18.87	19.34	19.63
7	8	1.2320	19.10	19.58	19.87
8	9	1.2520	19.41	19.89	20.19
9	10	1.2720	19.72	20.21	20.51
10	11	1.2920	20.03	20.53	20.84
11	12	1.3120	20.34	20.85	21.16
14	15	1.3320	20.65	21.16	21.48

CLASS 2 - MAINTENANCE REPAIR

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	1.0850	16.82	17.24	17.50
1	2	1.1000	17.05	17.48	17.74
2	3	1.1150	17.28	17.72	17.98
3	4	1.1300	17.52	17.95	18.22
4	5	1.1450	17.75	18.19	18.47
5	6	1.1600	17.98	18.43	18.71
6	7	1.1750	18.21	18.67	18.95
7	8	1.1900	18.45	18.91	19.19
8	9	1.2100	18.76	19.23	19.51
9	10	1.2300	19.07	19.54	19.84
10	11	1.2500	19.38	19.86	20.16
11	12	1.2700	19.69	20.18	20.48
14	15	1.2900	20.00	20.50	20.80

CLASS 3 - BUS DRIVER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	1.0660	16.52	16.94	17.19
1	2	1.0810	16.76	17.18	17.43
2	3	1.0960	16.99	17.41	17.68
3	4	1.1110	17.22	17.65	17.92
4	5	1.1260	17.45	17.89	18.16
5	6	1.1410	17.69	18.13	18.40
6	7	1.1560	17.92	18.37	18.64
7	8	1.1710	18.15	18.61	18.89
8	9	1.1910	18.46	18.92	19.21
9	10	1.2110	18.77	19.24	19.53
10	11	1.2310	19.08	19.56	19.85
11	12	1.2510	19.39	19.88	20.18
14	15	1.2710	19.70	20.19	20.50

CLASS 4 - MAINTENANCE REPAIR PAINTER, DISTRICT NETWORK  
TECHNICIAN

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	1.0160	15.75	16.14	16.39
1	2	1.0310	15.98	16.38	16.63
2	3	1.0460	16.21	16.62	16.87
3	4	1.0610	16.45	16.86	17.11
4	5	1.0760	16.68	17.10	17.35
5	6	1.0910	16.91	17.33	17.59
6	7	1.1060	17.14	17.57	17.84
7	8	1.1210	17.38	17.81	18.08
8	9	1.1410	17.69	18.13	18.40
9	10	1.1610	18.00	18.45	18.72
10	11	1.1810	18.31	18.76	19.05
11	12	1.2010	18.62	19.08	19.37
14	15	1.2210	18.93	19.40	19.69

CLASS 5 - CUSTODIAL WORKER III

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	1.0000	15.50	15.89	16.13
1	2	1.0150	15.73	16.13	16.37
2	3	1.0300	15.97	16.37	16.61
3	4	1.0450	16.20	16.60	16.85
4	5	1.0600	16.43	16.84	17.10
5	6	1.0750	16.66	17.08	17.34
6	7	1.0900	16.90	17.32	17.58
7	8	1.1050	17.13	17.56	17.82
8	9	1.1250	17.44	17.88	18.14
9	10	1.1450	17.75	18.19	18.47
10	11	1.1650	18.06	18.51	18.79
11	12	1.1850	18.37	18.83	19.11
14	15	1.2050	18.68	19.15	19.43

CLASS 6 - SHIPPING & RECEIVING CLERK, STORE KEEPER DELIVERY

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9980	15.47	15.86	16.10
1	2	1.0130	15.70	16.10	16.34
2	3	1.0280	15.94	16.33	16.58
3	4	1.0430	16.17	16.57	16.82
4	5	1.0580	16.40	16.81	17.06
5	6	1.0730	16.63	17.05	17.30
6	7	1.0880	16.87	17.29	17.55
7	8	1.1030	17.10	17.53	17.79
8	9	1.1230	17.41	17.84	18.11
9	10	1.1430	17.72	18.16	18.43
10	11	1.1630	18.03	18.48	18.76
11	12	1.1830	18.34	18.80	19.08
14	15	1.2030	18.65	19.11	19.40

CLASS 7 - CUSTODIAL WORKER II

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9840	15.25	15.63	15.87
1	2	0.9990	15.49	15.87	16.11
2	3	1.0140	15.72	16.11	16.35
3	4	1.0290	15.95	16.35	16.60
4	5	1.0440	16.18	16.59	16.84
5	6	1.0590	16.42	16.83	17.08
6	7	1.0740	16.65	17.06	17.32
7	8	1.0890	16.88	17.30	17.56
8	9	1.1090	17.19	17.62	17.89
9	10	1.1290	17.50	17.94	18.21
10	11	1.1490	17.81	18.26	18.53
11	12	1.1690	18.12	18.57	18.85
14	15	1.1890	18.43	18.89	19.18

CLASS 8 - SECRETARY

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9720	15.07	15.44	15.68
1	2	0.9870	15.30	15.68	15.92
2	3	1.0020	15.53	15.92	16.16
3	4	1.0170	15.77	16.16	16.40
4	5	1.0320	16.00	16.40	16.64
5	6	1.0470	16.23	16.64	16.89
6	7	1.0620	16.46	16.87	17.13
7	8	1.0770	16.70	17.11	17.37
8	9	1.0970	17.01	17.43	17.69
9	10	1.1170	17.32	17.75	18.01
10	11	1.1370	17.63	18.07	18.34
11	12	1.1710	18.15	18.61	18.89
14	15	1.1910	18.46	18.92	19.21



CLASS 9 - GROUNDSKEEPER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9720	15.07	15.44	15.68
1	2	0.9870	15.30	15.68	15.92
2	3	1.0020	15.53	15.92	16.16
3	4	1.0170	15.77	16.16	16.40
4	5	1.0320	16.00	16.40	16.64
5	6	1.0470	16.23	16.64	16.89
6	7	1.0620	16.46	16.87	17.13
7	8	1.0770	16.70	17.11	17.37
8	9	1.0970	17.01	17.43	17.69
9	10	1.1170	17.32	17.75	18.01
10	11	1.1370	17.63	18.07	18.34
11	12	1.1570	17.94	18.38	18.66
14	15	1.1770	18.25	18.70	18.98

CLASS 10 - CUSTODIAL WORKER I

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9570	14.83	15.21	15.43
1	2	0.9720	15.07	15.44	15.68
2	3	0.9870	15.30	15.68	15.92
3	4	1.0020	15.53	15.92	16.16
4	5	1.0170	15.77	16.16	16.40
5	6	1.0320	16.00	16.40	16.64
6	7	1.0470	16.23	16.64	16.89
7	8	1.0620	16.46	16.87	17.13
8	9	1.0820	16.77	17.19	17.45
9	10	1.1020	17.08	17.51	17.77
10	11	1.1220	17.39	17.83	18.09
11	12	1.1420	17.70	18.15	18.42
14	15	1.1620	18.01	18.46	18.74

CLASS 11 - DISTRICT DRIVER, AUTO DRIVER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9530	14.77	15.14	15.37
1	2	0.9680	15.01	15.38	15.61
2	3	0.9830	15.24	15.62	15.85
3	4	0.9980	15.47	15.86	16.10
4	5	1.0130	15.70	16.10	16.34
5	6	1.0280	15.94	16.33	16.58
6	7	1.0430	16.17	16.57	16.82
7	8	1.0580	16.40	16.81	17.06
8	9	1.0730	16.63	17.05	17.30
9	10	1.0880	16.87	17.29	17.55
10	11	1.1080	17.18	17.61	17.87
11	12	1.1280	17.49	17.92	18.19
14	15	1.1480	17.80	18.24	18.51

CLASS 12 - PRODUCTION ROOM TECH - RECEPTIONIST - SWITCHBOARD

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9290	14.40	14.76	14.98
1	2	0.9440	14.63	15.00	15.22
2	3	0.9590	14.87	15.24	15.47
3	4	0.9740	15.10	15.48	15.71
4	5	0.9890	15.33	15.71	15.95
5	6	1.0040	15.56	15.95	16.19
6	7	1.0190	15.80	16.19	16.43
7	8	1.0340	16.03	16.43	16.68
8	9	1.0540	16.34	16.75	17.00
9	10	1.0740	16.65	17.06	17.32
10	11	1.0940	16.96	17.38	17.64
11	12	1.1140	17.27	17.70	17.97
14	15	1.1340	17.58	18.02	18.29

CLASS 13 - SPECIALIZED PARAPROFESSIONAL

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9190	14.25	14.60	14.82
1	2	0.9340	14.48	14.84	15.06
2	3	0.9490	14.71	15.08	15.30
3	4	0.9640	14.94	15.32	15.55
4	5	0.9790	15.18	15.56	15.79
5	6	0.9940	15.41	15.79	16.03
6	7	1.0090	15.64	16.03	16.27
7	8	1.0240	15.87	16.27	16.51
8	9	1.0440	16.18	16.59	16.84
9	10	1.0640	16.49	16.91	17.16
10	11	1.0840	16.80	17.22	17.48
11	12	1.1040	17.11	17.54	17.80
14	15	1.1240	17.42	17.86	18.13

CLASS 14 - COOK MANAGER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.9080	14.08	14.43	14.64
1	2	0.9180	14.23	14.59	14.80
2	3	0.9280	14.39	14.75	14.97
3	4	0.9380	14.54	14.90	15.13
4	5	0.9480	14.70	15.06	15.29
5	6	0.9580	14.85	15.22	15.45
6	7	0.9680	15.01	15.38	15.61
7	8	0.9780	15.16	15.54	15.77
8	9	0.9930	15.39	15.78	16.01
9	10	1.0080	15.63	16.02	16.26
10	11	1.0230	15.86	16.25	16.50
11	12	1.0380	16.09	16.49	16.74
14	15	1.0580	16.40	16.81	17.06

CLASS 15 - LIBRARY PARAPROFESSIONAL, TECH PARAPROFESSIONAL

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.8780	13.61	13.95	14.16
1	2	0.8880	13.77	14.11	14.32
2	3	0.8980	13.92	14.27	14.48
3	4	0.9080	14.08	14.43	14.64
4	5	0.9180	14.23	14.59	14.80
5	6	0.9280	14.39	14.75	14.97
6	7	0.9380	14.54	14.90	15.13
7	8	0.9480	14.70	15.06	15.29
8	9	0.9630	14.93	15.30	15.53
9	10	0.9780	15.16	15.54	15.77
10	11	0.9930	15.39	15.78	16.01
11	12	1.0080	15.63	16.02	16.26
14	15	1.0280	15.94	16.33	16.58

CLASS 16 - BUS MECHANIC HELPER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.8780	13.61	13.95	14.16
1	2	0.8880	13.77	14.11	14.32
2	3	0.8980	13.92	14.27	14.48
3	4	0.9080	14.08	14.43	14.64
4	5	0.9180	14.23	14.59	14.80
5	6	0.9280	14.39	14.75	14.97
6	7	0.9380	14.54	14.90	15.13
14	15	0.9580	14.85	15.22	15.45

CLASS 17 - TEACHER PARAPROFESSIONAL

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.8580	13.30	13.63	13.84
1	2	0.8680	13.46	13.79	14.00
2	3	0.8780	13.61	13.95	14.16
3	4	0.8880	13.77	14.11	14.32
4	5	0.8980	13.92	14.27	14.48
5	6	0.9080	14.08	14.43	14.64
6	7	0.9180	14.23	14.59	14.80
7	8	0.9280	14.39	14.75	14.97
8	9	0.9430	14.62	14.98	15.21
9	10	0.9580	14.85	15.22	15.45
10	11	0.9730	15.08	15.46	15.69
11	12	0.9880	15.32	15.70	15.93
14	15	1.0080	15.63	16.02	16.26

CLASS 18 - ASSISTANT COOK MANAGER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.8560	13.27	13.60	13.81
1	2	0.8660	13.42	13.76	13.97
2	3	0.8760	13.58	13.92	14.13
3	4	0.8860	13.73	14.08	14.29
4	5	0.8960	13.89	14.24	14.45
5	6	0.9060	14.04	14.40	14.61
6	7	0.9160	14.20	14.55	14.77
7	8	0.9260	14.35	14.71	14.93
8	9	0.9360	14.51	14.87	15.10
9	10	0.9510	14.74	15.11	15.34
10	11	0.9660	14.97	15.35	15.58
11	12	0.9810	15.21	15.59	15.82
14	15	1.0010	15.52	15.90	16.14

CLASS 19 - COOK, SATELLITE SERVER, STUDENT SUPERVISION AID

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.8380	12.99	13.32	13.51
1	2	0.8480	13.15	13.47	13.68
2	3	0.8580	13.30	13.63	13.84
3	4	0.8680	13.46	13.79	14.00
4	5	0.8780	13.61	13.95	14.16
5	6	0.8880	13.77	14.11	14.32
6	7	0.8980	13.92	14.27	14.48
7	8	0.9080	14.08	14.43	14.64
8	9	0.9180	14.23	14.59	14.80
9	10	0.9330	14.46	14.82	15.05
10	11	0.9480	14.70	15.06	15.29
11	12	0.9630	14.93	15.30	15.53
14	15	0.9830	15.24	15.62	15.85

CLASS 20 - REFUELER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	0.8130	12.60	12.92	13.11
1	2	0.8230	12.76	13.08	13.27
2	3	0.8330	12.91	13.24	13.43
14	15	0.8530	13.22	13.55	13.76

CLASS 21 - DISTRICT NETWORK MANAGER

EXP	STEP	INDEX	10/1/2016	10/1/2017	10/1/2018
0	1	1.5210	23.58	24.17	24.53
1	2	1.5360	23.81	24.41	24.77
2	3	1.5510	24.04	24.64	25.01
3	4	1.5660	24.28	24.88	25.26
14	15	1.5860	24.59	25.20	25.58

**2303**     **SERS PICK-UP (2006)**

- A. The Board agrees to pick-up (assume and pay) contributions to the State Employees Retirement System (SERS) on behalf of bargaining unit members at no additional cost to the Board as follows:
1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be that percent required by law of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
  2. The pick-up percentage shall apply uniformly to all bargaining unit members.
  3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  4. The pick-up shall apply to all compensation including supplemental earnings.
  5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Agreement shall be modified as necessary to be in compliance with the ruling.
- B. The Board will pick-up and pay one and one-half percent (1.5%) of each bargaining unit member's total annual compensation directly to SERS. This amount is not included as compensation for retirement purposes.

**2304**     **PLACEMENT (1991)**

- A. Bargaining unit members promoted into a job classification in a different job category will be placed at Step 0 or the lowest step on the higher classification schedule that provides the bargaining unit member with a wage increase of not less than Five Cents (\$.05) per hour. Bargaining unit members who are promoted from one job classification into another within the same job category will be moved laterally to the same step on the classification schedule.
- B. A bargaining unit member who is demoted, or who moves into a lower job classification as a result of a layoff, will be placed on the highest step previously attained in the lower classification or an equal step in the lower classification to that step held in the higher classification, whichever is greater.

**2305**     **HIGHER CLASSIFICATION (2009)**

- A. If a bargaining unit member is offered the duties of a higher rated category for at least one full shift, such bargaining unit member shall be paid the starting rate of the higher

classification or the rate of the lowest step in that classification that is at least Twenty-Five Cents (\$.25) per hour above the bargaining unit members regular rate of pay.

- B. Whenever feasible, temporary assignments to jobs involving a higher classification pay shall be fairly rotated between qualified building personnel.

**2306      CALL OUT PAY (1991)**

If a bargaining unit member is called out to work outside of his/her regularly scheduled hours, said bargaining unit member shall be granted a minimum of two (2) hours pay at the appropriate rate.

**2307      SHIFT PREMIUM (1997)**

Custodial and maintenance bargaining unit members who are regularly assigned to work a majority of time on the second shift starting after 2:00 PM shall receive a premium of Ten Cents (\$.10) per hour in pay status for his/her entire shift, and custodial and maintenance bargaining unit members who are regularly assigned to work a majority of time on the third shift starting after 10:00 PM shall receive a premium of Fifteen Cents (\$.15) per hour in pay status for his/her entire shift. It is not intended that shift premiums be discontinued during school vacations when second or third shift bargaining unit members may be assigned to the first shift. When a second or third shift bargaining unit member is reassigned to the first shift on a regular basis, such bargaining unit member shall no longer be eligible for a shift premium.

**2308      NUMBER OF ANNUAL PAYS (2009)**

- A. Normally, bargaining unit member's base pay shall be divided evenly based upon the bargaining unit member's hourly rate times the number of hours, scheduled annually, as follows:

Nine (9) month employees	19 pays
Ten (10) month employees	20 pays
Eleven (11) month employees	22 pays
Twelve (12) month employees	24 pays

Any bargaining unit member has the option, between July 1 and July 31 each year, of choosing to receive his/her annual pay in twenty-four (24) pay periods; however, that said election shall not be changed once the contract period begins.

Effective July 1, 2009, the bi-monthly schedule shall be effective with the payroll dates being on the 5<sup>th</sup> and 20<sup>th</sup> of each month.

- B. A calculation sheet from the Board Treasurer shall accompany the first paycheck of each year which will explain the amount of base pay and how it was calculated.

**2309      EXTRA HOUR DOCUMENTATION (1991)**

Time reports, for hours beyond the regularly scheduled hours, and absence reports shall be turned in regularly and acted upon in the appropriate paycheck.

**2310      PAYCHECKS (1991)**

Hours worked, except base pay, shall be shown on pay stub to the extent permitted by software used by the District.

**2311 DIRECT DEPOSIT OF PAYCHECKS (2006)**

As of the first pay on or after March 1, 2007, paychecks shall be issued by direct deposit into the bank of the bargaining unit member's choice, on or before the date of payday. Each bargaining unit member shall execute an authorization stating the bank to which the direct deposit is to be made. Each bargaining unit member will be provided a paycheck stub or its equivalent.

**2312 PAYROLL DEDUCTION FOR BUYING SERVICE CREDIT (1994)**

The Board will permit bargaining unit members payroll deduction for buying additional service credit, if that bargaining unit member is buying additional service credit from SERS.

**2313 SEPARATE CHECK (1997)**

Bargaining unit members shall receive separate checks from their regular payroll checks for supplemental contracts and for payroll corrections in excess of Three Hundred Dollars (\$300.00).

**2314 ANNUITY DEDUCTIONS (2009)**

- A. Bargaining unit members may change their contract or enter into a new contract for tax sheltered annuities with companies that are qualified to offer annuities in the School District with fourteen (14) calendar days notice to the Board Treasurer.
- B. If approved by the individual annuity, deductions shall be transmitted to the annuity within fourteen (14) calendar days of the deduction.

**2315 DEDUCTIONS (2013)**

A. FCPE

The Board shall accept payroll deductions for Fund for Children and Public Education (FCPE) as such payments will be equal monthly payments.

B. Insurances

Insurance premiums owed will be automatically deducted.

**ARTICLE 2400 - NOTIFICATION OF SUPERVISOR (1991)**

Bargaining unit members will be notified at the beginning of each school year as to their immediate supervisor. Should any change occur during the year, they will be notified of such change.

**ARTICLE 2500 - JOB DESCRIPTIONS (1994)**

Upon employment and annually thereafter, each bargaining unit member shall be furnished with a current job description which shall include specific duties a bargaining unit member is expected to perform.



## **ARTICLE 2600 - CPR/FIRST AID TRAINING (2006)**

Any bargaining unit members who are required by the State of Ohio to take CPR training or Basic First Aid training shall either have the course provided by the Board or the costs of the course and books paid for by the Board. Should the Board provide such training, bargaining unit members may be required to attend.

## **ARTICLE 2700 - DRUG AND ALCOHOL TESTING**

### **2701 PROHIBITED CONDUCT (1997)**

#### **A. Alcohol**

No bargaining unit member shall:

1. Use alcohol while at work; or
2. Perform a Safety-Sensitive Function (SSF) within four (4) hours after using alcohol (pre-duty use); or
3. Report to duty or perform an SSF with an alcohol concentration of 0.04 BAC or greater; or
4. Use alcohol eight (8) hours after an accident or until tested when required to be tested following an accident; or
5. Refuse to submit to a required alcohol test, including failure to provide adequate breath for initial testing, when required or engaging in other conduct that clearly obstructs the testing process, or failure to sign the alcohol testing form; or
6. Possess alcohol at work.

#### **B. Controlled Substances ("Drugs")**

No bargaining unit member shall:

1. Report for or remain on duty when the bargaining unit member uses any controlled substance except where a bargaining unit member is using such substance pursuant to the instruction of a physician consistent with the provisions of Paragraph B4, below; or
2. Test positive for a controlled substance; or
3. Refuse to submit to a required drug test, including failure to provide an adequate and unaltered sample for testing, when required or engaging in other conduct that clearly obstructs the testing process; or
4. Where a bargaining unit member is using a controlled substance pursuant to the instruction of a physician, fail to notify his/her supervisor of the use of such controlled substance and fail to provide his/her supervisor with necessary information from his/her physician that the controlled substance will not affect the performance of the member's work; or

5. Possess a controlled substance at work other than controlled substance prescribed by a physician where notification has been provided to his/her supervisor.

**2702 CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT (1997)**

A. Alcohol Concentration of Greater Than 0.02 But Less Than 0.04

Bargaining unit members tested under this Article who are found to have an alcohol concentration of greater than 0.02 but less than 0.04 may not perform an SSF until at least twenty-four (24) hours after the test was administered and only after performance of a Return-to-Duty test that shows an alcohol concentration of 0.02 or less. Such bargaining unit member may be suspended with or without pay for that period, subject to provisions of the Master Contract.

B. Bargaining Unit Members Testing Positive for a Controlled Substance or Engaging In Prohibited Conduct

Bargaining unit members who have a verified positive controlled substance test or who otherwise engage in prohibited conduct may be suspended or terminated subject to provisions of the Master Contract.

**2703 TESTING (1997)**

A. General

1. Such testing shall not be as a means for harassment.
2. Random testing is to be conducted, whenever feasible, so as not to interrupt a bargaining unit member's free or off shift time.
3. At the time of testing, there shall be only one test each for alcohol and controlled substances, except where additional testing is required because of testing protocols.
4. To the extent that a bargaining unit member is required to undergo controlled substance or alcohol testing off site or outside working hours (other than testing required to return to work or following a prior positive test), a bargaining unit member will have such time treated as hours worked and will be paid at his/her appropriate rate and, if off site, and the bargaining unit member is required to use his/her personal vehicle, he/she will be reimbursed mileage from the work site to the controlled substance and/or alcohol testing site.

B. Testing for Bargaining Unit Members Not Required to Hold a CDL

1. Post-Accident Testing

If a bargaining unit member is involved in a work-related accident resulting in property damage estimated in excess of One Hundred Dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo testing as provided in Section 2704.

2. Random Testing

Non-CDL required bargaining unit members who are required to operate Board owned vehicles on public highways are subject to random testing and are included in the CDL group as provided for in Section 2703/C3.

3. Reasonable Suspicion Testing

If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member has engaged in prohibited conduct under Section 2701, the bargaining unit member may be required to undergo medical testing as provided in Section 2704.

4. Return-to-Duty Testing

If a bargaining unit member has violated any of the prohibited conduct under Section 2701 or tests positive under Section 2703/B, such bargaining unit member must complete a Return-to-Duty test.

C. Testing for Bargaining Unit Members Required to Hold a CDL

1. Pre-Performance Testing

The Board must receive a controlled substance test result for each covered bargaining unit member from a Medical Review Officer (MRO) indicating a verified negative result prior to the first time the bargaining unit member performs an SSF for the Board.

2. Post-Accident Testing

a. A bargaining unit member who is involved in an accident involving a commercial motor vehicle while on duty must undergo post-accident controlled substance test if:

- 1) the bargaining unit member was performing an SSF with respect to the vehicle and the accident involved the loss of human life; or
- 2) the bargaining unit member receives a citation under State or local law for a moving traffic violation arising out of the accident.

b. The test will be administered as soon as practicable following the accident, normally within two (2) hours of the accident, but under no circumstances later than eight (8) hours after such accident in the case of alcohol testing or thirty-two (32) hours after such accident in the case of controlled substance testing.

c. Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment, including the CDL bargaining unit member.

d. The results of a post-accident breath or blood test for alcohol or urine test for the use of controlled substances conducted by a Federal, State, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable federal, state, or local requirements and the test results are obtained by the Board.

- e. The Board will provide each covered bargaining unit member with necessary post-accident information, procedures, and instructions prior to the first time the bargaining unit member performs an SSF.

3. Random Testing

Covered bargaining unit members will be subject to random, unannounced controlled substance and alcohol testing throughout the year. Bargaining unit members must proceed to the designated testing site immediately after notification of selection for testing. Each covered bargaining unit member will have an equal chance of being tested each time selections are made. The number of bargaining unit members selected for controlled substance testing will be equal to at least fifty percent (50%) of the average number of covered positions in the random group and at least twenty-five percent (25%) of the average number of covered positions in the random group for alcohol testing each year.

4. Reasonable Suspicion Testing

The Board will test a covered bargaining unit member for controlled substance and alcohol when it has reasonable suspicion to believe the bargaining unit member has engaged in prohibited conduct under Section 2701. A determination that reasonable suspicion exists to require testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the bargaining unit member. The observations may include indications of the chronic and withdrawal effect of controlled substances. The test may not be administered more than eight (8) hours after the reasonable suspicion determination and documentation for the basis for such testing shall be within twenty-four (24) hours of the decision to require such testing.

5. Return-to-Duty Testing

If a bargaining unit member has violated any of the prohibited conduct under Section 2701 or tests positive under Section 2703/C, such bargaining unit member must complete a Return-to-Duty test.

**2704**     **ADMINISTERING TESTS (1997)**

A. Testing Procedures

Testing procedures at outside approved laboratories pursuant to Section 2704/E for alcohol and controlled substance testing shall all be done in a manner consistent with the requirements of the Department of Transportation and Federal Highway Administration regulations governing testing for CDL personnel.

B. Controlled Substances to be Tested

The Board will test for five (5) controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine. The Board may test for such additional controlled substances as subsequently included in the Department of Transportation and Federal Highway Administration regulations governing testing for CDL personnel.

C. Notification to Bargaining Unit Members of Substance Test Results

Bargaining unit members who have a verified positive controlled substance test will be notified of the result and the substance for which the bargaining unit member tested positive.

D. Bargaining Unit Member's Right to Testing of Split Specimen

A bargaining unit member with a verified positive result has the right, within seventy-two (72) hours of notification of the verified positive result, to request the MRO send the split specimen to another DHHS certified laboratory. Such review will not stay any action taken by the Board as a result of the verified positive test. Should the split sample fail to confirm the presence of a controlled substance, the MRO will notify the Board and the bargaining unit member that the entire test has been cancelled and the reasons for the cancellation. The cost of testing the split sample must be borne by the bargaining unit member.

E. The testing will be conducted by a physician and/or laboratory selected by the Board, at Board cost, provided the analysis of the test results are done by a laboratory that is NIDA certified or pursuant to Section 2703/C2d. If the testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. The returning bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment or for such longer period as recommended by a substance abuse professional.

**2705** **VOLUNTARY REHABILITATION (1997)**

The Board and the Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she is in need of help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this Section, shall be permitted inpatient or outpatient treatment without repercussion for attendance or notification pursuant to this paragraph. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment or for such longer period as recommended by a substance abuse professional.

**ARTICLE 2800 - OCCUPATIONAL SAFETY AND HEALTH**

**2801** **REPORT INTERNALLY FIRST (1997)**

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor any bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

**2802 DISTRICT'S RIGHT TO REASSIGN (1997)**

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

**2803 DISCRIMINATION TO BE GRIEVED (1997)**

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Contract as the means for asserting such a claim.

**ARTICLE 2900 - ENTIRE AGREEMENT (1991)**

The parties acknowledge that this Contract is the complete Contract between the parties. Any prior agreements or practices, whether written or verbal, are superseded.

**ARTICLE 3000 - EFFECTS OF CONTRACT**

**3001 EFFECTIVE DATE AND DURATION (2016)**

This Contract and its appendices shall become effective October 1, 2016, and shall remain in effect through September 30, 2019. This Contract and its appendices have been fully explained to and ratified by the parties who have authorized their representatives to sign below.

**3002 CONTROLLING AGREEMENT (1997)**

This agreement is the Negotiated Contract between the Board and the Association. If there is any conflict between this Contract and policy or practice, this Contract shall be controlling.

**3003 CONFLICT WITH LAW (1994)**

Any provision of this Contract that is contrary to existing statutes or law is intended to govern the relationship of the parties and replace existing law to the extent permitted to do so by law. Should any provision of this Contract be found impermissibly contrary to applicable law, then this provision shall be deemed invalid except to the extent permitted by law. The parties shall meet within ten (10) working days of a request by the other party to renegotiate the illegal provision.

**3004 EFFECTS OF CONTRACT (1997)**

- A. This Contract and appendices has been negotiated in good faith and have been fully explained to and ratified or approved by the parties who have authorized their representatives to sign below. It represents the entire agreement of the parties.
- B. The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered or modified by either party unless done in accordance with this Contract. All parties agree to comply with the provisions of this Contract.

**3005 DAYS (1997)**

"Days," in this Contract, are calendar days unless otherwise specified.

FOR THE ASSOCIATION

*Scott Miller*

Scott Miller, President

*LaVonne Lobert-Edmo*

LaVonne Lobert-Edmo,  
OEA Labor Relations Consultant

*Roxann Long*

Roxann Long, Chairperson, Chairperson

*Glenda Drouhard*

Glenda Drouhard

*Lynda Meyers*

Lynda Meyers

*Carol Mills*

Carol Mills

*Karen R. Oswald*

FOR THE BOARD

*Michael Knopic*

Dr. Michael Knopic, BOE President

*Michael Tefs*

Michael Tefs  
Superintendent

\_\_\_\_\_

This Contract as amended was  
ratified By the Board at it's  
meeting 8/15 2016

*B. West*

Bonnie West, Treasurer

**BOARD OF EDUCATION  
WOOSTER CITY SCHOOL DISTRICT  
GRIEVANCE FORM**

LEVEL \_\_\_\_\_

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

Specific item alleged violated, misinterpreted and/or misapplied \_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF GRIEVANCE** \_\_\_\_\_

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REMEDY REQUESTED \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Filed at this Step

DISPOSITION RENDERED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Rendering Disposition

\_\_\_\_\_  
Date

(Attach Additional Pages If Necessary To Complete Any Section)



**SIDE LETTER**

December 1, 1997

Mr. Peter Larrousse, President  
Wooster Education Association

Re: Blood Borne Pathogens

Dear Peter,

This letter is to notify you that the Board of Education and Administration have classified as “at risk” for blood borne pathogens all bargaining unit members serving in the categories of custodial and cafeteria in addition to those already identified.

Sincerely,

/s/ David Estrop  
Dr. David Estrop  
Superintendent  
Wooster City Schools

## **CONSENSUS STATEMENTS FROM MAY 17 – SUPPORT STAFF**

During thoughtful discussion concerning absenteeism, the parties agreed that there are a number of complex factors that are involved in the dynamics of employee attendance. Consensus emerged around the need for consistent attendance by all regular employees. The parties agree to communicate in one voice to all employees that the goal to provide a safe, efficient and nurturing educational environment for students can only be achieved when staff is present and prepared to meet the crucial obligations of each position on a regular basis.

As a result of discussions concerning the displacement of bus drivers from regular routes due to absences, there was consensus that transportation employees be reminded of the consequences of absenteeism as it relates to the presence of these problems. Clearly, better attendance would significantly reduce the displacement issues that sometimes result in regular drivers being asked to move to other than their regular route to accommodate substitute drivers and student safety. While contract language pertaining to enhances substitute training was placed in the contract, in instances of employee leave, it was further agreed that the Board will consider displacement from regular routes only when necessary to effective and safe operation of the District in circumstances where absences occur.

The District will continue to offer assistance in the Central Office for the online employment application system. Employees will be provided with the name and number of a central office employee who will serve in that capacity. In addition, the Association will encourage members who desire more proficiency with the employment application system to attend training sponsored by the District.

### **Consensus Statement**

It is the consensus of the parties that building administration will work with the building support staff to include one support staff member at each building staff meeting. The Association agrees that the staff member attending will report back to their building colleagues.

It is the consensus of the parties that the Board will work to insure secretarial staff at the High School are scheduled for a daily thirty (30) minute lunch per the Master Agreement between the parties, Article 600, Hours, §608 Lunch. The Board will monitor the scheduling of these lunch periods and report back to the Association via the August LMC meeting.

It is the consensus of the parties that total leave hours cited for the purpose of evaluation will be based on hourly records calculated and held by the treasurer's office.

### **Intent Statement of the Parties**

It is the intent of the Wooster Education Association and the Wooster City Board of Education to implement a paid in-service training for the Transportation staff on the Synovia system. Staff will receive this training prior to the full implementation of the system by Wooster City Schools.

Future drivers will receive this training as part of their new driver training during the terms of this Master Agreement.

## **CONSENSUS STATEMENT**

The parties reached consensus in discussion around issues concerning field trips and have agreed to continue dialogue on those issues following the finalization of routes for the 2016-2017 contract/school year. The focus of those discussions will be on the enhancement of opportunities for bargaining unit members to access these trips while assuring that daily student transportation is provided in a safe and timely manner. Any changes to the contract will be through a memorandum of understand.

**CONSENSUS STATEMENT**  
**RESOURCES AND COMMUNICATION FOR A SAFE LEARNING ENVIRONMENT**

1. The parties agreed that enhanced communication on issues pertaining to student health, safety and security is critical to the effective and efficient operation of the District. There was further consensus and agreement that affected support staff employees be provided with necessary and up to date information and training at the outset of each school year on student medical issues, communicable diseases and related policies. While the first line of delivery of this information will continue to be through Safe Schools tutorials, “in person” training will be offered for any specialized or emerging issues, such as student discipline/restraint training and techniques.
2. Further consensus developed concerning the need to better communicate to support staff employees the necessary information relating to student discipline actions and/or the presence of student communicable diseases/health issues so that employees are better able to perform their job responsibilities in a safer and more supportive environment. It was expressly understood that the confidential nature of such personally identifiable information pertaining to students must be safeguarded by all to avoid privacy violations and District liability.
3. As for each of these intentions, it is the further agreement of the parties to utilize the Labor Management Committee to monitor the progress, implementation and effectiveness of these mutual commitments to increasing internal communication and accountability relative to a safe, healthy and secure learning environment.

