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# COLLECTIVE BARGAINING AGREEMENT

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Between

WADSWORTH CITY BOARD OF EDUCATION

and the

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION OEA/NEA

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July 1, 2020 - June 30, 2023

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## ARTICLE I - PREAMBLE

This Agreement is between the Wadsworth City School District, hereinafter referred to as the "Board," and the Wadsworth Educational Support Personnel Association (WESPA) Ohio Education Association (OEA), National Education Association (NEA), hereinafter referred to as the "Association," sets forth all agreements of the parties, and supersedes all prior written and oral understandings.

## ARTICLE II - RECOGNITION

### 2.01 Recognition

The Board hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for the bargaining unit defined in Section 2.02A.

### 2.02 Bargaining Unit

- A. The bargaining unit shall include all classified employees currently employed or to be employed by the Board, excluding management level employees, supervisory employees, confidential employees, and employees in any other bargaining unit. These exclusions include: Superintendent, Treasurer, all other certified personnel, Bus Supervisor, Business Manager, Facilities Supervisor, Assistant Facilities Supervisor, Food Services Supervisor, High School Security Monitor, Technology Trainer, and secretaries to the Superintendent, Four-Cities Compact Director, Business Manager, Facilities Supervisor, Accounting Supervisor, Treasurer's Secretary, Payroll Supervisor, Switchboard Clerk, and students employed or who will be employed by the Board.
- B. Hereinafter, employees in the defined unit will be referred to as bargaining unit members or members.

### 2.03 Full-Time/Part-Time

- A. Full-time members shall be those who are contracted to work one thousand two hundred fifty (1,250) hours or more in a work year.
- B. Part-time members shall be those who are contracted to work less than one thousand two hundred fifty (1,250) hours in a work year.
- C. Any member who was considered full time by virtue of working six (6) hours or more per day and contracting to work a minimum of one hundred eighty-seven (187) days/or more work a year as of June 30, 2003, will continue to be eligible for all benefits provided to full-time members.

#### 2.04 New Classifications

The Board reserves the right to create new classifications and job descriptions for those job classifications. All newly created classifications within any classification series included within the bargaining unit, and which are similar to job classifications then included within the bargaining unit, shall become part of the bargaining unit and shall be covered by and subject to the terms and provisions of this Agreement. The Board shall notify the Association in writing when a new bargaining unit classification is created. Within ten (10) days of such notice, the Association and the Board will meet and bargain the appropriate rate of pay for any new or changed classification and working conditions. This provision does not apply to managerial, supervisory and confidential positions.

#### 2.05 Supervisory Duties

Members will not discharge, discipline or evaluate other members. However, members whose job description requires direction over other members may be required to provide information about the quality and quantity of work performance. With respect to such other conduct, members may be required to disclose what they observe, but will not be asked to monitor or observe other members' conduct. Further, consistent with job descriptions, members may be assigned to direct the work of other members.

### ARTICLE III - PROCEDURES FOR CONDUCTING NEGOTIATIONS

#### 3.01 Notice of Intent To Open Negotiations

- A. Either party to this Agreement desiring to negotiate a successor agreement shall notify the other party in writing no sooner than April 1, and no later than April 30 of the year in which this Agreement expires. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the Association President.
- B. Within fifteen (15) days after receipt of such notice, an initial meeting will be held at which each party will submit in writing its proposals(s), and thereafter no additional items shall be submitted by either party unless the other party consents thereto.

#### 3.02 Negotiating Teams

- A. The Board and the Association shall be represented at all negotiation meetings by a team of not more than six (6) bargaining unit members, a consultant, and the Association President. Neither party shall have control over the selection of the negotiating team members of the other party.
- B. While no final agreement shall be executed without the ratification by the Association and the Board, the parties mutually pledge that their negotiators will be clothed with all necessary power and authority to make proposals, and to make concessions in the course of the negotiations that shall be conducted exclusively between said negotiating teams.



### 3.03 Negotiation Meetings

- A. Meetings shall be scheduled at reasonable intervals, places and times as agreed to by both parties. Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require, at each meeting, decision on the date, time, and place of a subsequent meeting. Individuals negotiating during their normal scheduled hours will be paid for the time missed as a result of negotiating during normal assigned hours. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.
- B. All meetings shall be in private sessions and no machine recording shall be allowed.
- C. Both parties are obligated to bargain in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

### 3.04 Caucus

Either party may recess for caucus, the duration of which shall be mutually agreed upon.

### 3.05 Exchange of Information

Both parties pledge to comply with reasonable requests for readily available information pertinent to the issues at hand.

### 3.06 Consultants

The parties may call upon consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

### 3.07 Public Progress Reports

Either party may issue news releases once a mediator is requested.

### 3.08 Alternative Negotiations

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

### 3.09 Agreement

If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for ratification and, then, to the Board for its approval. When approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

### 3.10 Mediation

If the Board and the Association have not reached agreement by July 1 according to the foregoing procedures, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The mediator shall have the authority to schedule meetings at reasonable times and places as he/she deems appropriate to assist the parties in reaching a settlement.

### 3.11 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 3.10 of this Article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14(D) (2) of the Ohio Revised Code will apply.

## ARTICLE IV - GRIEVANCE PROCEDURE

### 4.01 Definitions

#### A. Grievance Defined

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A grievance shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator/Immediate Supervisor hearing the grievance has authority to make a decision.

#### B. Days Defined

"Days" when used in this Article shall mean calendar days.

### 4.02 Rights of the Individual

#### A. Representation

1. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by no more than two (2) Association representatives, and/or the OEA and/or OEA legal counsel.
2. Nothing contained herein will be construed as limiting the right of a member having a problem to discuss the matter informally with an appropriate member of the Administration, and to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and state its views. Such resolution of a grievance shall not be considered precedent binding on the Association in future grievances. Any time a grievance proceeds beyond the first level, it is recommended that a member have a representative present.

B. No Reprisal

The fact that a member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any Board member or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4.03 Rights of the Association

A. Notice of Decisions

Decisions rendered at each level will be made in writing on the forms hereto attached, setting forth decision(s) and the reason(s) therefore, and will be transmitted promptly to the grievant, the Association President and the Administrator against whom the grievance was filed.

B. Class Action Grievance

A grievance seeking specific relief for more than one (1) member may be filed by the Association on behalf of all affected members. The identity of those individual members allegedly affected will be disclosed to the administration no later than Level III.

C. Withdrawal of Support

Before the grievance is taken to the next level, the Association has the option of withdrawing its support. However, the grievant may continue to process the grievance through Level III, provided the procedural steps outlined in this Agreement are followed.

#### 4.04 Time Limits

##### A. Maximum Limits

The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by agreement of the parties.

##### B. Date of Formal Filing

If a written grievance (Level II) is not filed within thirty (30) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived.

##### C. Failure to Appeal

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

##### D. Failure of Administrator to Respond

Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

##### E. Recess Period

1. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits based on calendar days until resolution of such grievance.
2. The Association President and the Superintendent may mutually agree to extend any or all steps to a time certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.
3. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at resolution shall be postponed until the return to school following the Recess. However, the Association President and the Superintendent or, if the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to process the grievance during the Recess. The parties shall so agree when irreparable injury would result from a postponement.

#### 4.05 Hearings

##### A. Time of Hearings

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Grievance hearings shall be scheduled to avoid disruptions to the grievant and Association Representatives' workday. Grievance hearings held that conflict with a member's workday will not be charged to Association Leave.

B. Structure of Hearings

All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded the parties. Each hearing shall have provision for: initial presentation by the grievant's case, presentation by the Administration of the Administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any and all of the foregoing.

4.06 Procedural Steps

A. Level I (Initial Discussion)

If a member believes there is a basis for a grievance, he/she must first discuss the matter with his/her Principal or Immediate Supervisor in an effort to resolve the problem. During the meeting, the member will advise the Immediate Supervisor that the discussion is intended to be a Level I grievance meeting.

B. Level II (Business Manager)

1. If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Principal or Immediate Supervisor within thirty (30) days as prescribed in Section 4.04 (B), above, he/she may begin the procedure by submitting the written grievance on the form attached hereto, (Appendix A-1), to the Business Manager with a copy to the Association President.
2. Within seven (7) days of receipt of the form, the Business Manager shall render a written decision (Appendix A-2). The decision reached at this time will be recorded in Level II of the Grievance Report Form (Appendix A-2) and a copy will be sent to the grievant and the Association President.

C. Level III (Superintendent)

1. If the grievant is not satisfied with the results of Level II, he/she may, within seven (7) days of receipt of the Level II decision, continue the procedure by submitting the written grievance to the Superintendent/designee with a copy to the Association President.
2. Within fourteen (14) days of receipt of the form, the Superintendent/designee shall render a written decision. The decision

reached at this meeting will be recorded in Level III of the Grievance Report Form (Appendix A-2) and a copy will be sent to the grievant and the Association President.

D. Level IV (Arbitration)

1. If the grievant is not satisfied with the Level III decision, the Association ONLY, acting on the grievant's request, may demand a hearing by an arbitrator by filing a written demand for arbitration with the Treasurer not later than fourteen (14) days after receipt of the Level III decision.
2. Within seven (7) days of the filing of the arbitration demand, the Board and the Association shall either select an arbitrator by mutual agreement or the Association will petition the American Arbitration Association (AAA) to provide a list of names from which an arbitrator shall be selected. The fees of the AAA, the cost of the arbitrator, and cancellation fees, shall be shared equally by the Board and the Association.
3. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement, and the arbitrator is prohibited from making a decision contrary to law as determined by a Court of competent jurisdiction. The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration process.

ARTICLE V - ASSOCIATION RIGHTS

5.01 Dues Deductions

The Board agrees to deduct from the wages of any member, the dues initiation fees and assessments of the Association, upon presentation of a written deduction authorization from a member. All monies deducted for such purposes shall be paid promptly to the Association.

- A. Deductions will be made in as nearly equal pay-period installments as possible during the school year and in an amount determined by the Association. Deductions shall begin with the first pay period in October.
- B. The Board, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.
- C. Dues deduction authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Board Treasurer with a copy to the Association President by September 15.
- D. In the event a member severs employment, the treasurer shall deduct all owed and remaining dues from that member's last paycheck.

- E. The Association on or before September 31 shall transmit to the Treasurer a list of members and their dues deduction.

#### 5.02 Association Leave

The Association shall be granted up to one hundred seventy-five (175) hours paid leave per year for Association activities. Such leave may be used in quarter (1/4) hour increments or more. Leave for arbitrations for bargaining members not subpoenaed will be deducted from the above hours. Notice of intent to use such Association leave shall be provided by the member by completing and delivering to his/her immediate supervisor the prescribed form at least five (5) days in advance of the anticipated absence. If circumstances make advance notice unusually difficult, the member shall notify his/her immediate supervisor of the intent to use Association leave as soon as practicable. (See Leave Form) The leave may be denied if more than ten (10%) of a classification series would be absent. In any classification series with twenty (20) employees or less, no more than two (2) employees may be on Association leave at one time.

#### 5.03 Right to Conduct Association Business

Upon notification to the member's supervisor, Association representatives (President, Vice President, Treasurer, Secretary, Building/Classification Representative or designee) may conduct Association business with other members at the employee's job site for reasonable periods of time (e.g., representing a member in disciplinary setting) and at reasonable frequencies, so long as it does not interfere with school operations or any member's job duties. Association leave will not be used for this purpose. Members may not leave their job site to conduct Association business outside of negotiations or approved leave. The Superintendent shall be provided with a current list of building representatives on or before October 1.

#### 5.04 Right to Information

The Association President will be sent one (1) electronic copy of the Board of Education's agendas and any such related attachments, such as the minutes and documents relating to members distributed at official Board meetings. These documents will be sent simultaneously with the distribution to the Board of Education.

#### 5.05 Right to Use School Building and Facilities

Upon request to the building administrator, the Association shall have the privilege of using school buildings and facilities for lawful professional purposes on days school is in session. However, the Association shall not use school buildings, facilities or equipment at times or in a manner which would interfere with educational or other scheduled activities. Bargaining unit members working at the time of the meeting may attend the meeting with the following conditions: The building is not left unattended with a non-paid employee; and all missed paid time will be made up by adjusting his/her lunch or applying missed paid time to the end of the shift.

5.06 Labor Management Committee (LMC)

- A. The purpose of the Labor-Management Committee is to foster communication on all matters of concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The Committee shall be FMCS trained, consisting of no more than one bargaining unit member from each department, appointed by the Association President and three (3) members from the administration, unless the parties mutually agree that additional representatives may attend a specified session.
- B. The meetings of the LMC are intended to be informal in nature in order to maintain an atmosphere of free exchange of ideas and concerns. The minutes of meetings shall be approved by the Superintendent and Association President prior to publication.
- C. There shall be regular monthly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of imminent concern. The LMC shall not reach consensus on issues unless the Superintendent and Association President are in attendance.
- D. The LMC does not replace the grievance process.

5.07 Copies of the Agreement

The Board will provide each new member a copy of the Agreement and the applicable job description. The Board will provide the Association with a list of the names and addresses of newly hired members no later than two (2) weeks prior to the start of the school year and/or at other times when new members are hired.

5.08 Political Contributions

- A. Upon written authorization of the member, the Board shall deduct from said member's wages the prescribed amount of five dollars (\$5.00) or more as that member's contribution to the political organization of his/her choice. For OEA's Fund for Children and Public Education (FCPE), the amount per deduction may be any even dollar amount of at least one dollar (\$1.00).
- B. The authorization may be revocable by written notice upon the will of the member.
- C. Money so collected shall be immediately forwarded by the Treasurer to the proper political organization along with the name(s) of the member(s) making the contribution.



## ARTICLE VI - PAY PROCEDURE

### 6.01 Salary Placement

- A. Each member shall be placed in the proper place on the appropriated schedule according to his/her classification and experience as provided in Appendix B.

### 6.02 Overtime

- A. When any member is required by the Administration to work more than forty (40) hours (including time for approved vacation, sick leave, personal leave, calamity day and paid holidays) in the same job classification in any week, he/she shall be compensated for such time over forty (40) hours at one and one-half (1-1/2) times his/her base rate of pay. The only exception is for employees required to work on calamity days; they will receive pay as detailed in Section 6.09 of this *Collective Bargaining Agreement*.
- B. All but emergency overtime must be approved in advance by the Business Manager, supervisory personnel or administration. Custodial overtime known in advance in CIS, WMS, and HS will be posted at least five (5) days in advance. Members must confirm acceptance of overtime within twenty-four (24) hours of posting. Once awarded, hours will be calculated for refusal or acceptance of the job assignment. At the start of the school year, rotation will begin with the most senior custodian; then rotation will be determined thereafter by the least amount of hours. Once awarded or assigned and subsequently cancelled by the member, or no custodian within the building accepts the overtime, the administration is free to fill the assignment without regard to Article 6.05.
- C. Overtime hours should be recorded on the regular time sheet and will be included in the check for that pay period. Overtime pay will be indicated separately on pay stubs.
- D. It is the responsibility of each member to submit overtime forms weekly showing job performed and time involved to their immediate supervisor for approval and transmittal to the Treasurer's office.

### 6.03 Minimum Call In/Scheduled Time

Each time a member reports for work, he/she shall be guaranteed and expected to work (if such work is provided) at least two (2) hours work with pay at the appropriate rate as dictated by this Agreement or law. Notwithstanding the above, any member who is hired as a crossing guard will be guaranteed and expected to work at least two (2) hours per day (as opposed to two (2) hours each time the member reports to work).

### 6.04 Temporary Assignments

- A. When a member, other than a full-time custodian and food service member, is scheduled to be absent more than five (5) consecutive work days, the Board will

first offer the absent member's position, according to District seniority within the classification, to a qualified regular part-time member, who will increase his/her work hours as a result of the move, within the building first, on a rotating basis. If no member within the building accepts the temporary assignment, the administration may then offer the temporary assignment, according to District seniority within the classification, to members outside the building, who will increase his/her work hours as a result of the move, on a rotating basis. An outside substitute will fill the vacancy resulting from a member's substituting for the bargaining unit member (only one (1) replacement will occur, once a member accepts the temporary position, the substitute will fill his/her regular position).

- B. When a full-time custodian is scheduled to be absent more than five (5) consecutive work days, the Board will offer the absent member's position to custodians within the building who have asked to be placed on the substitute rotation list. The list will reflect the member's interest in substitutions within the building and in other buildings. The Board will assign the substitution on a rotating basis, beginning with the most senior full-time custodian. If no custodian within the building is available, the Board will assign the substitution to a qualified custodian from another building who is on the rotation list. An outside substitute will fill the vacancy resulting from a member's substituting for the full time custodian. If the full-time custodian substitution is not be filled within two (2) full work days of the scheduled absence, an outside substitute will be used.
- C. In absences less than five (5) work days, when the supervisor of a first shift full-time custodian is notified of the employee's absence in advance, he/she will do his/her best to offer the position to a second shift custodian in the same building who is on the rotating list referenced in 6.04 B.
- D. If a regular member is substituting in a position of a higher classification than his/her regular position for three (3) or more consecutive days, he/she shall be paid at the first step of the higher classification or the next step beyond the first step that would result in a pay increase, retroactive to the first day of substitution in that position. The member will also assume the work schedule of the position in which he/she is substituting and be capable of assuming all essential duties of that position. If the member is asked to perform all essential duties of the higher classification, the member will receive the higher compensation on the first day of the substitution. The member shall note each day on the time sheet for whom he/she substituted.
- E. If a member's regular rate is lower than the substitute rate for the higher classification, the member will get that substitute rate for the first two (2) days.
- F. Where a member voluntarily substitutes in a lower classification or lesser paid position (which requires the member to place his/her name on the substitute list), that member will be paid in accordance with the substitute pay rate for that classification.

#### 6.05 Assign of Extra Time/Overtime

Extra time/overtime occurs when a task normally performed by the member cannot be completed during regular work hours. Extra time within a building shall be offered first to the person in the classification normally filling such an assignment. If the person normally filling such an assignment is not available, extra time will be offered to those possessing the necessary skills and experience required for that assignment starting with the most senior employee in that classification within the affected buildings and then distributed on a rotating basis to those in the classification in the building and then throughout the District. If no member in the classification chooses to accept the extra time/overtime, then a member in a different classification may accept the extra time/overtime at his/her regular wage, not the substitute rate, provided the proper permit/certification is held by the member.

#### 6.06 Increments

Increments will be made annually provided the member has been paid one hundred twenty (120) or more days in the previous year in a bargaining unit position or to a member whose bargaining unit position is scheduled for less than one hundred twenty (120) days per year. Such increments will be made a step at a time for all members below the maximum rate of pay for the job classification being performed. Required changes in increments will become effective the first regular pay period after July 1. When a member moves to a new job at a higher range, he/she will receive up to five (5) years of service credit or the next highest step that will give him/her an increase in pay. When a member moves to a new job at a lower pay range, he/she will receive credit towards placement on the applicable salary schedule for all years worked in the classification series.

#### 6.07 Shift Premium

When over fifty (50) percent of any member's regular shift involves time worked between the hours of 11:00 p.m. and 7:00 a.m., the member shall be paid a bonus of fifty cents (50¢) per hour for all straight time on that shift.

#### 6.08 Paychecks

A. Paychecks will be biweekly on Friday, during the term of employment. In addition, members may elect to receive his/her wages in twenty-six (26) bi-weekly, substantially equal pays. Where an employee changes days, or classifications, the twenty-six (26) pays will stop on that job. The member may elect to receive their new pay as a result of the change in, and the new days or classification spread over the remaining pays or be paid by straight hours worked. Paychecks will be delivered to the building at which employed unless the member requests that the check be deposited in his/her account. In order to facilitate payroll procedures, pay will be ten (10) days in arrears. All members who began

employment on or after July 1, 2003 will be paid via direct deposit into the account in the financial institution of the member's choice.

- B. From November 2014 forward, for payroll purposes only, the work week shall start Wednesday at 12 a.m. and shall end the following Tuesday at 11:59 p.m.

#### 6.09 Calamity Days

- A. Members who work two hundred and twenty (220) days or less must report to work when the school or department to which they are assigned is closed due to some emergency if requested by their district supervisor. Personnel required to work during this type of situation will be paid one calamity day in addition to their regular pay for each hour actually worked for the first five (5) calamity days only during a given school year. Personnel not specifically requested to work are not to work when the school or department to which they are assigned is closed due to some emergency; these members will be paid for a maximum of five (5) calamity days each school year.
- B. Members eligible for "Calamity Day" pay will be paid in the pay period during which the calamity day occurs.
- C. Unless notified otherwise by Supervisory personnel or administration, members who are contracted to work in excess of two hundred and twenty (220) days are expected to report to work when the school(s) in which they are employed are closed owing to an epidemic or other public calamity. Members required to work on these days are expected to make every reasonable effort to be present to assist with routine tasks necessary to cope with the emergency and shall be paid one (1) calamity day in addition to their regular pay for each hour actually worked, up to five (5) calamity days during a given school year. Any calamity days in excess of five (5) days will be paid at straight time.
- D. Members who work in excess of two hundred and twenty (220) days shall be paid for regular time lost if said epidemic or calamity prevents them from reporting, or causes them to be late.
- E. Due to existing conditions, temporary job assignments for members who work in excess of two hundred and twenty (220) days may have to be made and accepted for which the member will be paid his/her regular rate of pay.
- F. If a member is dismissed on a calamity day and then is called back to work, he/she will be paid a minimum of two (2) hours at time and a half.

#### 6.10 Holidays

- A. Any member who is required to work on the day observed as a holiday shall receive time and one half (1-1/2) for all hours worked in addition to pay for the holiday.

- B. Holidays granted and paid are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July (for two hundred sixty (260) day members), Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. Good Friday also shall be a paid holiday in years when school is not in session on that day. Members assigned to work two hundred sixty (260) days or more will receive as holidays Christmas Eve and New Year's Eve days.
- C. In order to qualify for the holiday pay, a member must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused. Members on unpaid leave shall not be eligible for holiday pay.
- D. When a member is filling in for a regularly scheduled position (for someone on vacation or for a posted, but not filled position) and is scheduled to work the day before and after a holiday, he/she shall be paid for the holiday.
- E. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then, Monday will be the paid holiday. For a "floating" member, if the holiday falls on a day when the member is not scheduled to work, the "holiday" will be mutually agreed to between the member and the supervisor.

#### 6.11 Vacations

- A. Members assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:
  - 11 days less than nine years
  - 16 days nine years, less than fourteen years
  - 21 days fourteen years, less than twenty years
  - 26 days twenty years, less than twenty-five years
  - 27 days twenty-five years and over

For purposes of vacation accrual, the passage of each July 1 defines one year. (Members who have accrued vacation as of August 30, 2003 shall maintain said accrual and suffer no loss of vacation days.)

- B. Vacation will be awarded on July 1 of each year for the year to be worked and may be taken upon accrual at times requested by the member and recommended by the supervisor, will be approved by the Business Manager. Email requests must be submitted three (3) workdays in advance to the member's immediate supervisor, except: (1) this requirement can be waived by the administration and (2) up to five (5) uses of vacation can be taken with one (1) workday's email notice to the member's immediate supervisor. Any email notice will also require submission of the vacation leave form at the time the request is made.
- C. Members entitled to twenty (20) or more days of vacation must take five (5) of these days during the school term when pupils are not in session instead of summer.

- D. A maximum of ten (10) days of unused vacation will be carried forward to the next year.
- E. Vacation requests for school breaks (Winter and Spring) must be submitted at least five (5) days in advance unless waived by the Administration.
- F. When a member moves from a position that does not qualify for vacation to a vacation qualifying position, placement on the vacation schedule will be determined by the following formula:

(Total years in a nine month position) times (.75) example:

13 years as nine month member moving to a twelve month position  $(13) \times (.75) = 9.75$  twelve month years, therefore, the member receives sixteen (16) prorated days of vacation.

(Total years in a ten and one-half month [220 days] position) times (.85) example:

13 years as a ten and one-half month (220 days) member moving to a twelve-month position  $(13) \times (.85) = 11.05$  twelve-month years, therefore, the member receives sixteen (16) prorated days of vacation and after three (3) years in the twelve month position, the member would be entitled to twenty-one (21) days of vacation.

## 6.12 Mileage Reimbursement

A bargaining unit member who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel if the following conditions are met:

- a. One week prior to use, members will provide their supervisor with an estimated amount of miles for the year.
- b. Members must submit mileage reimbursement on an approved "Mileage Reimbursement Form" by the 25<sup>th</sup> of each month to their supervisor for reimbursement from the previous month.
- c. Examples may include but are not limited to: a member who is assigned to more than one (1) school per day or attending mandatory training meetings that involve considerable distances. Rate of compensation is approved IRS rate. Members with more than one (1) position with the Board do not receive mileage to travel between positions.

## 6.13 Required Meetings

Required meetings are considered work time.

#### 6.14 Severance Pay

- A. A member shall receive severance pay upon quitting his/her employment in the District and/or retiring from active service providing he/she; (1) is approved for retirement benefits by the School Employees Retirement System (SERS), or (2) is at least fifty (50) years old and has worked at least ten (10) full years in the District, or (3) has fifteen (15) or more years' service credit with the SERS and at least ten (10) full years of employment in the District.
- B. A qualifying member shall receive severance pay equal to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days of his/her accumulated and unused sick leave. If a qualifying member who does not have sufficient sick leave to qualify for maximum severance resigns or retires after fifteen (15) or more years employment in the district, then the severance pay to which he/she is entitled shall be supplemented by one day's pay for each year of employment in the district, provided that the total severance pay shall not exceed the eighty (80) day cap.
- C. The payment shall be based on average hours assigned for the last three (3) years of employment. Hours will be based on last three (3) wage notices issued by June 30th of each year. Wages will be based on final wage rate at the time of retirement.
- D. The payment will be made in one lump sum within ninety (90) calendar days of the last work day with the District. Alternatively, at the request of the member, payment may be delayed until the calendar year following retirement, providing the member takes full responsibility for taxes.

#### 6.15 Degree Status

A member who previously attained or who attains an associate or higher degree from an Accredited College or University and administration determines the degree is relevant or helpful for the member's job description, shall be paid forty-five (45) cents per hour in addition to his hourly rate. The Member who acquires the degree that will provide the premium wage must provide documentation in the form of official transcripts by Sept 30 to the Superintendent in order to effect the change in pay for that fiscal year. In making this determination, the administration shall not act arbitrarily or capriciously.

### ARTICLE VII - GROUP INSURANCE

#### 7.01 General Provisions

##### A. Right to Insurance Benefits

In addition to the salary and other payments provided, the compensation of a full time member (as defined in Section 2.03) shall include the insurance benefits provided herein. Any member who was eligible for and receiving insurance benefits as of June 30, 2003 will continue to be eligible for and receive benefits.

Notwithstanding the above, any bus driver or vehicle driver who is driving a kindergarten/preschool run or career tech and who is working at least 6 hours per day will also be eligible for and receive benefits.

B. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.
2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within two (2) months after they are received by the Board.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverage(s) or carriers are made, a member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to the member within sixty (60) days of the amendment and/or changes.
2. A member hired during the term of this Agreement shall, at the time of hire, receive a written description of all insurance coverage(s) in effect at that time.

D. Distribution of Insurance Cards

Each member shall be issued a current insurance card.

7.02 Preferred Provider Organization (PPO)

A. Method of Payment/Insurance Premium Share

Members shall pay a portion of the monthly premium according to the following schedule:

In the first year of this Agreement, the employee shall pay nine percent (9%) of the monthly premium for single premium, not to exceed seventy dollars (\$70.00), and six percent (6%) for a family premium, not to exceed one hundred dollars (\$100.00).

In the second year of this Agreement, the employee shall pay nine percent (9%) of the monthly premium for single premium, not to exceed seventy dollars (\$70.00), and six percent (6%) for a family premium, not to exceed one hundred ten dollars (\$110.00).



Beginning the third year of the Agreement, the employee shall pay nine percent (9%) of the monthly premium for single premium, not to exceed seventy five dollars (\$75.00), and six percent (6%) for a family premium, not to exceed one hundred fifteen dollars (\$115.00). Beginning the third year of the Agreement, if the premium exceeds twenty percent (20%), then the Insurance Committee will convene to discuss ways to control costs.

B. Specifications

See Appendix H for schedule of covered benefits, including prescription drug benefits and explanatory notes.

C. Wellness Rider

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

(1) An annual voluntary onsite biometric screening or physician-directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician-directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:

- Non-smoker or participation in a smoking cessation program
- Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
- Body Mass Index (BMI)
- Blood Pressure (BP)

(2) Effective January 1, 2018 all WESPA members and any new members hired subsequent to January 1, 2017 who voluntarily participated in the previous fall biometric screening or physician-directed preventive exam earn health credits applicable to the following calendar year. The value of health credits in the following calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician-directed preventive exam. Single enrollees shall earn a credit of \$100 to be applied to a Health Reimbursement Account (HRA) on a calendar year basis. Family enrollees shall earn a health credit of \$200 to be applied to a Health Reimbursement Account (HRA) on a calendar year basis. Employer contributions to the HRA will expire at the end of the calendar year for which they are earned if they are not used.

(3) Effective January 1, 2019, employees who voluntarily participated in the 2018 onsite biometric screening or physician-directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2019 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of \$25 for single enrollees or \$50 for family enrollees. In no event will the total value of credits exceed \$100 for a single enrollee or \$200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2019 calendar year.

Beginning in 2019 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis:

- Participation in the immediately preceding period's onsite biometrics initiative or physician-directed preventive exam.
- Employee certification of being a non-smoker or successful completion of a physician-directed smoking cessation program during the year shall be worth \$25/single or \$50/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 250, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should be employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician-directed

examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.

- (4) For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician-directed preventive exam will have the opportunity to earn health credits for the following calendar year.

### 7.03 Term Life Insurance

#### A. Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of \$50,000 for each regular, full-time member (as defined in 7.01(A)) now or hereinafter employed.

#### B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

#### C. Right to Purchase Additional Coverage

The Board shall allow an eligible member to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be \$50,000 or \$100,000, at the option of the member. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

### 7.04 Dental Insurance

#### A. Right to Coverage

Except as specified in Section 7.01A, above, the Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage which meets the specifications set forth in this section for each member, now or hereinafter employed, and his/her family. The Board shall maintain the current Usual and Customary Rate (UCR) percentile for services out of the PPO network.

#### B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

#### C. Right to Change Coverage Status

A member of the may change the coverage status (Single or Family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

D. Specifications of Coverage

Listed in APPENDIX I

7.05 Grandfather Provision

Current bargaining unit members who are eligible for and receiving benefits as of June 30, 2003, will continue to be included under the same terms as they are currently included. Should their hours be reduced below thirty (30) hours per week, the continuance of coverage will be capped at the Board's premium level at the time of the reduction in hours. Future entrants into the plan must meet the criterion in paragraph 7.01(A) above. If a member is given an additional job in the same classification qualifying the member for benefits and the additional hours are later eliminated, impacting eligibility, the member will be given the option to pay the premium for continued coverage for the balance of the school year. The premium payment will be effective the 1st day of the next month following the reduction in hours.

7.06 Right to Purchase

If a less than full-time member who, as of June 30, 2003 opted to join the group insurance plan and pay the total premium, he/she may continue to do so. Otherwise, any member who is not eligible for coverage under 7.01(A) above will not have the option to purchase coverage.

7.07 Insurance Committee

The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the WESPA, WEA, and the administration. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs additions/modifications and providing timely information for the negotiations process. The committee will submit agenda items. No change in the insurance program shall occur except through the negotiations procedure as provided for in Article III or under ORC 4117.

ARTICLE VIII - LEAVE PROVISIONS

8.01 Sick Leave

A. Members shall accrue sick leave at (1 1/4) times the average scheduled hours worked per week divided by five (5). Sick leave shall be charged as it is used in minimum increments of one quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. Members in the transportation series will be charged leave to the minute used, not in one quarter (1/4) hour increments. The State mandated accumulation of fifteen (15) days per year remains in effect. A member shall receive notification of his/her accumulated sick leave with each pay. A member who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five days of sick leave.

- B. Use of sick leave shall be according to Statute which currently states that members may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other members, and to illness, injury or death in the member's immediate family. Sick leave may also be used as follows: (1) for pregnancy as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or child birth will not exceed six weeks from date of delivery; (2) for care of a spouse with a newborn baby up to a maximum of five days. If a member requires more than five days, he/she will provide written documentation to the Superintendent and (3) for the death of an aunt or uncle up to a maximum of two days. Babysitting for the member's children or grandchildren is an inappropriate use of sick leave. When the administration suspects an abuse in the use of sick leave and providing the administration notifies the member and Association President of this fact, the administration has the right to require an affidavit from a physician to verify the use of sick leave. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.
- C. Any member whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the member's ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.
- D. The local definition of "immediate family" is:
- Spouse of member
  - Children or grandchildren of member or his/her spouse
  - Parents and stepparents of member and member's spouse
  - Brothers and sisters of member and member's spouse
  - Grandparents of member and member's spouse
  - Son-in-law and daughter-in-law of member or of his/her spouse
- In the event of death, "immediate family" also includes aunts and uncles.  
 Any person in loco of the above (e.g., anyone residing in the same home with the member or any relative who clearly stands in the same relationship with the member as any of those so specified). A member must provide a written description of the facts on the District absence report form supporting the in loco situation.
- E. Members shall not be charged sick leave when school is not in session or when the member is not required to report to work.
- F. Sick Leave Pool
1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from members.

2. Each year, no later than October 31, each member who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form (Appendix D-1) and sending this form to the Association President.
3. Donations to the Sick Leave Pool will not be required for continued participation of a WESPA member until the pool balance falls below a value of fifteen thousand dollars (\$15,000.00). The Treasurer's Office will notify the Association president when the pool balance falls below a value of \$15,500.00.
4. Once a member donates sick leave and Appendix D-1 is forwarded to the Board through the Association President, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the member who donated the sick leave and placed into the Sick Leave Pool.
5. A member may use the Sick Leave Pool if he/she has met all the following criteria:
  - a. All of his/her sick leave accumulation has been exhausted.
  - b. His/her absence is due to a catastrophic illness or accident, or long-term illness, any of which must be certified by a doctor of the member.
  - c. His/her catastrophic illness or accident or long-term illness has disabled the individual from performing normal job duties for at least ten (10) consecutive workdays and the condition is anticipated to continue fifty (50) continuous workdays from the date of the qualifying condition. Written medical verification of the above shall be required by a licensed medical doctor.
  - d. The member has completed the Application to Use Sick Leave Pool (Appendix D-2).
  - e. The member has applied for, or will apply within thirty (30) days from the start of the Sick Leave Pool benefits, for SERS disability or private disability retirement where the medical prognosis is that the member will not return to work within a reasonably short time (normally within sixty (60) working days). The Board will provide assistance to the member in preparing the disability retirement application, when requested.
  - f. The member has:
    1. contributed to the sick leave pool in that same year; or

2. The member has contributed to the Sick Leave Pool in past years but is not able to donate at the time the pool balance falls below a value of \$15,000.00 because he/she does not have enough available sick leave to meet the requirements identified in 8.01F2; or
  3. The member is in his/her first or second year of employment and does not have enough available sick leave to meet the requirements identified in 8.01F2.
6. The Association President will review each new application and determine the eligibility of the applicant consistent with the criteria contained in Paragraph 4 above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing. (Appendix D-3)
  7. In the case of a member who has been approved to participate in the Sick Leave Pool, days shall be granted in ten (10) day increments up to fifty (50) days. Unused days shall be returned to the Sick Leave Pool. Upon mutual agreement of the Board and the Union, if the Sick Leave Pool falls below a value of fifteen thousand dollars (\$15,000.00), a time period in addition to the yearly September donation time period can be established in order to ask members to donate sick leave days to the Sick Leave Pool.
  8. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.
  9. The maximum number of Sick Leave Pool days that may be claimed by any one (1) member is fifty (50) days for each separate and distinct catastrophic illness, accident or long-term illness as certified by a doctor of the member.
  10. When a member is approved for SERS disability retirement or for private disability insurance benefits during the fifty (50) day Sick Leave Pool period, he/she must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

## 8.02 Personal Leave

### A. Right to Leave

All members shall be eligible for three (3) days of paid non-cumulative Unrestricted Personal Leave per school year (July 1 - June 30).

### B. Notice of Intent to Use Personal Leave

Notice of intent to use Personal Leave shall be provided by the member to his/her immediate supervisor on the prescribed form at least five (5) days in advance of the

anticipated absence. If circumstances make advanced notice impossible, notice shall be given to the immediate supervisor as soon as practicable.

C. Purpose of Leave

It is the intent of this Section to provide a member with a means of dealing with personal matters that cannot be handled except during work hours. (Classified Staff Absence Request Form, Appendix G).

D. Personal Leave

It is understood that a member will not use Personal Leave:

1. the first or last week of school;
2. two (2) days before the first student day of school;
3. the day before or after a paid holiday; extended weekend or unpaid break;
4. to extend a vacation; and/or
5. to perform or seek other employment.
6. Not more than ten percent (10%) of the classification within one (1) building or one (1) bargaining unit member (whichever is greater), or not more than ten percent (10%) of the bargaining unit members in a classification not tied to a building, of those entitled to personal leave may take it on any one day, and leave may be denied if necessary to insure sufficient members are available to work in a classification.

(Note: With the approval of the Superintendent, an exception may be made to paragraphs 1 through 6 above. The bargaining unit member must provide documentation to the Superintendent for consideration.)

- E. Any unused personal leave hours at the end of the contract year (June 30) will be paid at the employee's per diem rate or will convert to sick leave. If a member wishes to convert his/her personal leave hours to sick leave, he/she must notify the Treasurer's Office by May 15.

F. Increments

Personal leave may be taken in minimum increments of one-quarter (1/4) hours. Members in the transportation series will be charged leave to the minute used, not in one-quarter (1/4) hour increments.

G. Requests

Members requesting personal leave shall be required to complete the Notification of Personal Leave Use Form. (Appendix H). A member utilizing Unrestricted



Personal Leave is subjected to the restrictions in Subsections B, D1, D3, D4 and D9.

- H. A member who abuses personal leave will be subject to discipline, up to and including termination consistent with Ohio Revised Code 3319.
- I. Members who begin working after August 1 will have personal leave hours prorated to the remainder of the year. For example, if a member is hired in March on a 220-day, 8-hour assignment which ends June 30, the member has 75 of 220 days left to work, i.e., 34 percent. 34 percent of 24 hours of personal leave is 8 hours.
- J. Members who resign before June 30 will have their personal leave hours prorated from the beginning of the year. For example, if a member resigns in March on a two hundred twenty (220) day, eight (8) hour assignment which ends June 30, the member has worked one hundred forty-five (145) of two hundred twenty (220) days, i.e. sixty-six percent (66%). The member is permitted sixteen (16) hours of personal leave. The Administration will adjust final compensation if the member has used more than sixteen (16) hours of personal leave.
- K. Members holding two less than full-time jobs may not use personal leave beyond the hours required for each individual job.
- L. Members shall not be charged personal leave when school is not in session or when the member is not required to report to work.

#### 8.03 Unpaid Leave

##### A. Unpaid Leave – Short Term

Unpaid leave of up to ten (10) days at one time may be granted, in writing, by the Superintendent or his designee upon prior written request to the Superintendent or his designee by the member. In emergency cases, verbal requests and approval shall be reported, in writing, by the supervisor or administrator granting the request.

##### B. Unpaid Leave – Long Term

Upon the written request of a member, the Board may grant Unpaid Leaves up to two (2) years in length.

#### 8.04 Paid Adoption Leave

##### A. Adoptions in the United States

A member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. If both

adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a member will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days.

C. Members shall not be charged adoption leave when school is not in session or when the member is not required to report to work.

8.05 Unpaid Child Care Leave:

A. Length of Leave

A member shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid child care leave and the absence (if any) charged to sick leave under Sections 8.01 and 8.04 shall not exceed twenty-four (24) months from date of birth, inclusive of the days when school is not in session or any month the employee is not scheduled to work. Unpaid child care leave shall start at the end of the use of sick leave (if any) and will expire no later than the end of the 24th month following the child's birth or date of adoption.

B. Eligibility for Leave

A member wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5th) month of pregnancy or within four (4) months of pending adoption date.

C. Right to Return from Leave

1. A member who has elected not to take additional leave pursuant to Section 8.05(A) above shall return to work as soon as the period of actual physical disability has ended. The member will notify the Superintendent in writing, of the date of her expected return as far in advance as possible.

2. A member who uses an additional unpaid leave for child care pursuant to Section 8.05(A) shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While on Leave

A member who is absent on unpaid child care leave pursuant to Section 8.05 shall have the same rights, and only those rights, while on leave and upon return from leave as any other member who is absent on unpaid leave pursuant to Ohio Revised Code.

E. Insurance Coverage While on Leave

A member on unpaid child care leave may continue all insurance coverage provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the member to the Treasurer.

8.06 Jury Duty

A member shall be granted time off for jury duty actually served during work hours and shall suffer no loss of pay. If a member has served on jury duty in excess of four (4) hours in a given day, the member need not report to work. Similarly, if a member has worked four (4) hours of his/her shift prior to reporting to jury duty, the member need not return to work. The member may keep any payment received for jury duty. Documentation of jury duty actually served must be submitted to the appropriate supervisor.

8.07 Leave Pursuant to Summons or Subpoena

A. Right to Leave for a Summons or Subpoena

Any bargaining unit member who is summoned or subpoenaed for job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the Association or Board, the party obtaining the subpoena must give at least five (5) calendar days' notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job related. A member receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section. A copy of the subpoena, once served, will be submitted to the Superintendent.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the member has exhausted his/her personal leave, and is summoned for something that is not job related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave not Covered

A member is not eligible for leave under this Section if the member is a party to the legal proceeding.

D. Duty to Report

If the member's responsibility under the summons or subpoena requires the member's participation in excess of four (4) hours in a given day, the member need not report to work. Similarly, if the member has worked four (4) or more hours of his/her shift and the member requires leave due to a summons or subpoena, the member need not return to work following completion of that responsibility. Documentation of the member's obligations under this Section must be submitted to the appropriate supervisor.

8.08 Assault Leave

A. Right to Leave

A member who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave.

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the member delivering to the Business Manager a signed Employee Report of Injury Form (Appendix C).
2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as provided in Section 8.08(D) and (E), below, a member on Assault Leave shall be maintained on full pay status during the period of his/her leave.
2. Leave granted under this Section shall not be charged against Sick Leave earned or earnable under ORC Section 3319.141 or leave granted under other Sections of this Article.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred (180) workdays.

E. Restrictions

1. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
2. The member must file a Workers Compensation claim with the Business Manager's office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
3. If a member is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the member to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the member's first medical verification, the Board may request, at the Board's expense, that the member see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.
4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under ORC Section 3319.16.
5. Members shall not be charged assault leave when school is not in session or when the member is not required to report to work.

F. Verbal Assault Leave

1. A member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police. The police report must be attached to the Employee Report of Injury Form, Appendix C.
2. Members shall not be charged verbal assault leave when school is not in session or when the member is not required to report to work.

8.09 Professional Leave

A. Eligibility for Leave

A member may initiate a request or be assigned to attend professional conferences designed to improve the member's effectiveness in his/her assigned area(s).

B. Application for Leave

Application for professional leave shall be made by the member completing the form provided by the Board, and submitting it to his/her district supervisor.

C. Restriction

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of funds within the Board's annual appropriation.
2. The number of members attending any particular conference may be limited, and priority generally will be given to a member who has not, previously, been assigned to attend conferences.

8.10 Family and Medical Leave Act

A. To be eligible for FMLA Leave, the employee must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.
3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

B. An eligible member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member. (Form WH-385)

C. An eligible member may take up to twelve (12) workweeks of paid (if sick leave is available) or unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of a member's child and to care for the child up to age one (1);
2. The placement of a child with a member for adoption or foster care, up to a twelve (12) month period after the placement;
3. To care for the spouse, child, or parent of a member when that family member has a serious health condition; (Form WH-380 E).
4. The member's inability to perform the functions of the position because of the member's own serious health condition. (Form WH-380 F).

5. For qualifying military situations arising when a teacher's spouse, son, daughter or parent is on active duty or is called to active duty status. (Form WH-384).
- D. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.
  - E. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the board are jointly entitled to a combined total of twenty-six (26) of FMLA leave if the leave is requested to care for a covered service member.
  - F. For purposes of this section, a qualifying military situation arises when a member's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations.
    - a. Attendance at official military sponsored events
    - b. To provide or arrange for alternative child care or schooling
    - c. To make financial or legal arrangements to address the member's address while on active duty
    - d. Counseling
    - e. Rest and recuperation, and
    - f. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retired list.

- G. Sick leave taken in accordance with Section 8.01 of this Agreement shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.
- H. The Board shall maintain coverage under the group health plans and life insurance plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The member shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- I. The Board shall notify the member of FMLA eligibility within three business days of learning of the need for the FMLA leave. (Use Form WH-381).
- J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The member and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the member does not attempt in good faith to reach agreement, the member will be bound by the second certification.
- K. Intermittent Leave and Reduced-Work Schedule (use form in WH-380).
  - 1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
  - 2. When medically necessary, a member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
  - 3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a member may take leave intermittently or on a reduced-work schedule only if the Board agrees.
- L. Return to Work



1. At the end of unpaid FMLA Leave, the Board shall restore the member to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
  2. When a member is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix F) that the employee is able to resume the job functions for his/her position.
  3. Should a member not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A member shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.
- M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 as amended January 16, 2009 (the "FMLA"). If there are any inconsistencies between this Article of the Agreement and the FMLA, the FMLA shall prevail.

The forms referenced in this section are available in the Treasurer's Office.

#### 8.11 Military Leave

A member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable Federal and Ohio law.

### ARTICLE IX - INDIVIDUAL RIGHTS

#### 9.01 Wage Notices

Wage notices will be issued by July 1 of each year. Wage notices will indicate job classification, hourly rate of pay, planned approximate number of regular hours per day, and planned approximate number of days per year.

With the exception of calamity days, members who are assigned to provide services to Wadsworth students attending school outside of the district (i.e. driver(s) assigned to Career Tech route, special education aides/attendants assigned to students attending

separate facilities) will follow and be paid according to the calendar of the district/school to which their students are assigned and will be paid only for those days they are providing services to those students. In the event the member is off work due to a calamity day being called by either the Wadsworth City Schools or the district/school to which the members' students are assigned, the maximum number of calamity days the member will receive is five (5).

#### 9.02 Defined Work Hours

Defined hours of work and a designated time for eating will be assigned by the immediate supervisor and filed in the business office.

#### 9.03 Personnel Files

##### A. Right to Review

A member shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

##### B. Right to Have Representative Present

A member will be entitled to have a representative of the Association accompany him/her during such review.

##### C. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a member is intended to become a part of the member's file, it shall be reviewed by the Principal and/or supervisor and the member involved and such member shall be afforded the opportunity to file a written reply. After receiving the communication, the member shall sign it to acknowledge he/she has had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication.

##### D. Right to Challenge Contents of File

1. A member will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.
2. Such document(s) will then be reviewed by an appropriate member of the administrative staff.
3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in ORC Section 1347.05 shall apply.

##### E. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the member has neither seen or had the right to challenge.

F. Public Request to View Personnel Files

In the event any person, other than the bargaining unit member's Supervisor or other Administrator or Board member, seeks to review the personnel file of a member, the member shall be notified of such request. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review, if applicable. If the member asks to be present, then to the extent practical, the review will be scheduled to avoid conflicts with the member's workday.

9.04 Discipline

- A. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination. No member will be disciplined, discharged, demoted or suspended without just cause.
- B. Members shall be entitled to representation at all meetings where disciplinary action may occur.
- C. An attempt will be made to notify the Association President, but the final responsibility for notification rests with the member. The member shall be informed of his/her right to representation prior to the commencement of a meeting.
- D. If an oral reprimand is reduced to writing for inclusion in the member's file, the member shall be provided a copy and the member shall sign the file copy to indicate that he/she has read it. If the member wishes to respond, in writing, a copy of the response shall be attached to the written reprimand file copy.

9.05 Job Description

A job description shall be provided to all new members at time of employment and to members upon request, who transfer and/or are promoted to a new position. The Administration shall seek input from the Association President before changes are made to an existing job description or the creation of a new job description.

9.06 Evaluation

- A. After the completion of an employee's probationary period, all members will be formally evaluated at least once each year by May 15th for members with less than two hundred sixty (260) day contracts, and, June 15th for members with two hundred sixty (260) day contracts.
- B. The purpose of such an evaluation is to promote better understanding of the consistent requirements of each position and expectations of the Administration of

the member's productivity and the specific performance objective or targets to be achieved in a period covered by the evaluation and to point out and to attempt to mutually correct any deficiencies the member may have in his/her job performance. Expectations will be communicated to the member sufficiently in advance of the evaluation to provide an opportunity to meet expectations. Copies of the written evaluation will be given to the member evaluated and a copy will be filed in the member's personnel file.

- C. The evaluator shall give the member a signed copy of the evaluation at least two (2) workdays prior to the post-evaluation conference. The member shall have an opportunity to discuss the evaluation with the evaluator. Where appropriate, suggestions for improvement will be made to the member. No member shall be adversely evaluated without just cause.
- D. The member shall sign the evaluation form, which signifies only that the member has seen and discussed the evaluation; the member's signature does not signify agreement with the evaluation. The member will have ten (10) workdays after the above conference to notify the evaluator that he/she will file a written response to the evaluation with the Superintendent or designee. The response will be attached to and made part of the evaluation.
- E. A member will be evaluated on his/her work performance by his/her immediate supervisor/administrator.

#### 9.07 Professional Development

A Professional Development Opportunity Committee will be formed to explore professional development opportunities available to members on the support staff Board approved professional development day(s). The committee will consist of at least one (1) representative from each classification series identified in this *Collective Bargaining Agreement*, WESPA leadership and representatives from the Board. In their exploration of professional development opportunities, the committee will explore the following:

- When will the professional development opportunities will be held, including the possibility for one (1) prior to the start of the school year?;
- What topics will be offered?;
- Will certain topics be mandatory for certain classifications (e.g. CPR, first aid)?;
- Will there be a minimum number of hours an employee is paid for regardless of how long the professional development opportunity lasts?;
- Will certain topics be building specific?; and
- Will there be a minimum number of hours an employee is required to be present for on a professional development day (e.g. employee must be present for at least five (5) hours)?

## 9.08 New Employee Orientation

New bargaining unit members will attend the annual new employee orientation, provided they are hired prior to the said orientation date(s).

## ARTICLE X - ASSIGNMENT & CHANGES OF ASSIGNMENT OF PERSONNEL

### 10.01 Vacancy

- A. A vacancy (other than bus driver positions which are governed by Article XIII) will result from: (1) A member leaving employment as a result of a retirement, termination, resignation, or death; (2) A member's non-renewal; (3) A member's transfer to another bargaining unit position; (4) A member assuming a non-bargaining unit position; (5) A member's leave of absence for more than one hundred eighty (180) working days; (6) A new bargaining unit position is created.
- B. The administration is not obligated to fill a vacancy. However, if the administration does choose to staff a vacancy on an ongoing basis, the administration will attempt to fill it through the posting/bidding process provided in this Article prior to selecting an outside candidate. The vacancy will be posted as soon as the administration becomes aware of and determines there is a need to fill the vacancy. The vacancy will be awarded to the successful member within thirty (30) workdays. If the Business Manager is unavailable to act within thirty (30) workdays, the timeline may be mutually extended. If no qualified member applies for the vacancy, the vacancy will continue to be filled by a substitute and be open to the general public.

### 10.02 Posting

- A. When the administration decides to fill a vacancy, the vacancy will be posted for one week in the bus garage and in each building where members are employed. Each job will be posted on a separate sheet stating the job title, number of hours per day, length of work year, pay grade, and deadline for submitting bids. If the posting does not include qualifications and duties, then the current job description for the position must be made available to members in each building and the bus garage. For all postings other than bus drivers, the posting will state the starting time and building(s) to which the position is assigned.
- B. During the summer, vacancy notices will be posted in the July or August Letter or mailed to the member's home address as listed in the employee directory and posted on the website. A vacancy will not be filled for ten (10) workdays after posting.
- C. Administrators may make reassignments within a classification prior to posting a vacancy within the classification.
- D. At the same time the notice is posted, a copy of the notice will be sent to the Association President.

### 10.03 Bidding, Selection

- A. Current members wishing to bid for the opening must submit a written request to the Business Manager or apply online through the district's website within five (5) workdays of the posting. Members will be interviewed before the position is filled with an outside applicant.
- B. Current members who meet the minimum requirements for the posted position, excluding Health Aide positions, will be given first consideration over outside applicants based upon the members' qualifications, special skills relevant to the position, the ability to perform the essential functions of the job, prior related work experience, performance appraisals (at least satisfactory or above), strong human relations skills, and discipline history. The most qualified current member who has the highest District seniority will receive the job, subject to the thirty (30) day probationary period set forth in Article XVIII. Bid transfer requests will be decided upon prior to taking action under Section 10.04. Current members within the classification will be given first consideration before members outside of the classification.

For Health Aide positions, candidates with a medical certificate and/or license will be given priority. If a current member has a medical certificate and/or license, he/she will be given first consideration over outside applicants based upon the members' qualifications, special skills relevant to the position, the ability to perform the essential functions of the job, prior related work experience, performance appraisals (at least satisfactory or above), strong human relations skills, and discipline history. The most qualified current member who holds a medical certificate and/or license who has the highest District seniority will receive the job, subject to the thirty (30) day probationary period set forth in Article XVIII. If no current member with a medical certificate and/or license bids on the position, or, if a current member with the said credentials is determined to be not qualified per the factors identified above, external candidates with a medical certificate and/or license will be given priority and can be offered the position over current members who bid that do not hold a medical certificate and/or license.

- C. The name of the person appointed shall be provided to the Association President and the applicants within five (5) days after the appointment.

### 10.04 Involuntary Transfer

- A. The administration reserves the right to involuntarily transfer members to different positions, shifts or assignments within the same classification, provided there is no more than a one-half hour variance in daily hours. Such reassignments can be made prior to posting a vacancy in the classification. An involuntary transfer within a classification does not create a new probationary period.
- B. If the administration has been unable to fill a vacancy through the posting and bidding procedures of this Article, then it may involuntarily transfer a member to

another classification, provided that the hours and pay are substantially equal to or better than the member's current hours. A member may not be involuntarily transferred to a different classification under this paragraph more than once every (3) three years, unless the member consents. Members shall, on request, be provided with written reasons for involuntary transfer.

C. Involuntary transfers will not be made arbitrarily or capriciously.

#### 10.05 Annual Hours Adjustments

For the purposes of personal leave, sick leave, and holiday pay, administratively approved changes in regular planned hours will be adjusted by October 15 of each year. The adjustments will be rounded to the nearest quarter (1/4) hour. Changes that occur in regularly assigned hours after October 15 will result in a corresponding adjustment to the member's personal leave, sick leave, and holiday pay. Written notifications will be issued for all adjustments in planned hours within ten business days of the date of adjustment. Fluctuations in regular planned hours in excess of thirty minutes (with the exception of bus routes) will be subject to rebidding.

#### 10.06 Additional Jobs

Qualified part-time members may bid on a second part-time job ("additional job") without giving up their current job, provided (1) the additional job does not in any way conflict with performing current job duties and (2) total weekly hours will not exceed 40 hours per week. Bids for additional jobs are subject to Article X. In determining whether a current job may conflict with an additional job, the administration may consider not awarding the position due to potential variation in schedule as well as customary extra time and overtime needs. Hours worked in an additional job outside of the member's current job classification will not count toward calculating the one thousand two hundred fifty (1,250) hours required to be a full-time employee.

#### 10.07 Extra Work Opportunities for 220 Day or Less Members

A. When extra work opportunities arise outside of the normal work year for members who are employed 220 days or less (e.g., winter break, spring break, summer), qualified members will have the first opportunity to work the extra jobs before non-members. (This does not impact student workers who are employed by the District as part of the student's course of study.)

B. The procedure for assigning extra work opportunities is as follows:

1. The administration will post anticipated extra work opportunities by classification and will include in the posting the type of work to be performed, any special skills or work experience, and the rate of pay, utilizing the substitute rate of pay for the identified job classification.
2. Members who have an interest in extra work opportunities outside their normal work year may request that their name be placed on the list for the

specific posted classifications along with the dates on which the member is available to work.

3. Utilizing the list of interested members, extra work opportunities will be made available to qualified members on a rotating basis by project/assignment beginning with the member with the greatest District seniority within the posted classification and then by District seniority of other interested members. If a member refuses the opportunity, that member's name will go to the bottom of the list. If the member is not available to respond to the opportunity within seventy-two (72) hours, the member will be skipped over with the opportunity being presented to the next member on the list.
- C. Members who are working extra work opportunities outside their normal work year will not be eligible to utilize sick leave or personal leave.

#### ARTICLE XI - SPECIAL EDUCATION/CROSSING GUARDS

##### 11.01 Special Education

- A. The parties recognize that certain jobs specifically related to providing special education needs entail irregular and/or unpredictable schedules and/or assignments of limited duration. Generally, these jobs are assignments tailored to meeting the particular needs of a specific student, which may be temporary and/or subject to change. Such jobs include special education vehicle drivers, special education aides and special education attendants. The administration is free to assign, reassign and schedule members within these classifications as needed to meet student and school district needs. Such jobs may be posted as "2-hour minimum per day" positions, with the expectation that more than two (2) hours may be required most of the year but that exact schedules may fluctuate. If a special education vehicle driver and or special education student attendant reports for his/her assignment and his/her student fails to report to school, the special education vehicle driver and or special education student attendant shall be paid his/her contracted hours at his/her hourly rate for up to two (2) hours. Members may be required to perform job related tasks during the time. When not practical to fill a position with a regular employee, the administration may use temporaries or substitutes for such jobs (special education vehicle driver, special education aides and special education attendants) or may otherwise fill such jobs without regard to the requirements of this Article and Article XII. Such jobs will not be subject to the RIF provision under Article XII for RIFs that take effect during a school year. However, such jobs will be subject to the RIF provisions under Article XII upon completion of the school year. Thus, if a member with greater seniority holds bumping rights into a special education position, that member may exercise those bumping rights under Article XII after completion of the school year. This section will supersede any inconsistent provision of this contract.



Student attendants who have undergone a reduction in force after the first day of school and are on the recall list, will have their substitute rate of pay as a student attendant, for the remainder of the school year in which their position was reduced, set as the hourly rate of pay they were receiving prior to the reduction in force.

- B. When students who require attendants and/or vehicle drivers are absent or absent for prolonged periods of time, the two-hour minimum will be in effect.

#### 11.02 Crossing Guards

- A. The parties recognize that the need for crossing guards may vary throughout the school year. Should the Board determine there is a need to suspend the contract of a crossing guard, that action will not be subject to the RIF provisions under Article XII where the reduction takes effect during the school year. However, such jobs will be subject to the RIF provisions under Article XII upon completion of the school year. Thus, a crossing guard with greater seniority may exercise bumping rights under Article XII upon completion of the school year. This section supersedes any inconsistent provision of this Agreement.

### ARTICLE XII - REDUCTION IN FORCE

#### 12.01 Reduction in Force (RIF)

When the Board, by resolution, deems it to be necessary to reduce hours or eliminate jobs staffed by members, lay-off resulting and ensuing recalls shall be governed by the following procedures.

- A. If it becomes necessary to reduce members' hours or reduce the number of members in any job classification, other than those reflected in Section 10.05 (Special Education/Crossing Guard), the Board may make the reductions by laying off members in the reverse order of District seniority within the affected classification. Thirty (30) days prior to the reduction in force, the Business Manager shall meet with the Association President to review the list of affected positions and the bumping rights, if any, of the affected members. All internal reassignments through bumping rights will be finalized before Board action on the members subject to the RIF. Members shall only have bumping rights within the affected classification series and may only bump down according to Appendix E. Assignments within classifications after bumping has occurred shall be restricted only by the provisions of Article X.
- B. At least twenty (20) days prior to the effective date of RIF, the Board shall prepare and post for inspection, in a conspicuous place, an accurate District seniority list containing the names, seniority dates and classifications of the members subject to the RIF. Each affected member shall be given at least twenty (20) days advance written notice of the RIF, stating the following: (1) Reasons for lay off or reduction in hours and (2) the effective date of lay-off or RIF.

- C. The administration may offer a member affected by a RIF a vacancy in another classification and/or classification series for which the member is qualified. Any member reduced in classification or hours shall retain recall rights into the member's classification for a period of two (2) years, during which time the Board shall not hire nor promote anyone to the classification affected by a RIF until all affected members in that classification eligible for reinstatement have been reinstated.

## 12.02 Reinstatement

- A. Vacancies which occur in a classification affected by a RIF will first be filled by members within that classification with the greatest District seniority. The resulting vacancy shall be offered or declined in writing by the member with the most seniority on the recall list within the affected member's classification before another member on the list may be considered. Members on the recall list shall provide the Administration with a current mailing address, telephone number(s) and any other pertinent information. In the event of recall, the member being recalled shall be notified by registered mail as to the date of his/her expected return to work. Each member recalled shall be given at least ten (10) workdays from date of receipt of notice, excluding legal holidays, to respond to a reinstatement letter. Refusal to accept a recall by a member to his/her original classification, hours (equivalent number of hours to those worked by the member when he/she was affected by the RIF regardless of start/end times), and pay, shall sever all rights and relations between the member and the Board. A member who accepts or rejects a position of more or less hours and/or pay, or in another classification, shall remain on the recall list to be recalled to the classification he/she had before the layoff. Copies of recall notices will be sent to the Association President.
- B. A recall list will be maintained by the Business Manager. The list will contain the names of those on layoff by classification, hours affected by RIF, effective date of the layoff, and District seniority date.
- C. A member unable to return to work because of personal medical problems shall be entitled to a sixty (60) workday extension upon written request. Further extension of recall rights must have the approval of the Board.

## 12.03 Seniority List

The Board shall provide the Association President a current and accurate District seniority list of members by November 1 of each year. The list shall identify each member by name, date of hire by the Board, and job classification. Seniority shall be determined by the following:

- A. Seniority shall mean the length of continuous employment in a bargaining unit position as follows:
  - 1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

2. No member shall accrue more than one (1) year of seniority in any work year.
- B. In the event a tie in seniority occurs between two or more members, ties in seniority shall be broken by the following method to determine the most senior employee:
1. The member with the first day worked; then
  2. The member with the earliest date of employment (date of hire by the Board); then
  3. The member with the earliest date of application for employment; then
  4. By the roll of a die, with the most senior member being the one with the highest number on the die, etc. This procedure shall be implemented in the presence of the Association President, no later than thirty (30) days from the end of the member's probationary period.
- C. Seniority shall be lost when a member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

#### 12.04 Precedence of Article XII

Article XII must be followed first and will take precedence in a reduction in force situation. It is also the intent of both the Association and Board that employees subject to a RIF cannot increase their hours per day within the classification from which they have been laid off when they are recalled to work. If a vacancy occurs within a classification with greater hours than a member on the recall list was assigned prior to being reduced, the Board will post and fill the vacancy according to Article X. The procedures for posting and filling vacancies under Article X will be followed until a position with similar or fewer hours becomes available for the member on the recall list in that member's classification. No vacancy within a classification will be posted to outside candidates unless there are no members within that classification who remain on the recall list and who have declined the opportunity to be recalled into the posted position.

### ARTICLE XIII - TRANSPORTATION

#### 13.01 Annual Route Selection

- A. Drivers will be allowed to select their route (defined as the combined a.m. run and p.m. run) according to classification seniority. The route scheduled shall be completed at least one (1) week before the school year begins. The driver will maintain the selected route for the duration of the school year regardless of subsequent changes in the route. Each driver will be paid two (2) hours for the selection process, reviewing the schedule, fueling and inspecting the bus, or other duties as assigned.

- B. After the initial selection of routes, any newly created or vacated run or route will be filled first by any driver on the recall list and then by outside applicants.
- C. Personal leave, sick leave and holiday pay will be based upon the route established at the beginning of the school year. In the absence of any unique circumstances, the final route times will be “established” by October 15 and personal leave, sick leave and holiday pay will be based on the established routes. Any adjustments in established routes after October 15 (e.g., more than a temporary change in hours) will result in a corresponding adjustment to the member’s sick leave, personal leave and holiday pay.

### 13.02 Working Conditions

- A. Bus/vehicle drivers shall receive a uniform fifteen (15) minutes for pre-trip and five (5) minutes for post-trip in addition to their regular route time each day.
- B. Bus drivers CDL endorsement and Abstracts will be paid for by the Board of Education.

### 13.03 Substitutes - Regular Runs

- A. On days when the schools to which they regularly transport students are not in session, interested bus/vehicle drivers may be called to substitute on regular runs. Each bus/vehicle driver is responsible for advising the Transportation Supervisor at least one (1) week in advance of days in which the driver’s school is not in session and the bus/vehicle driver will be interested in and available for substitute assignments. To this end, the Transportation Supervisor will maintain a calendar in the transportation office on which bus/vehicle drivers can mark their availability. If bus/vehicle drivers refuse a run on a date they have marked as available, they will be disqualified from substitute assignments for the next available posting.
- B. Upon five (5) workdays’ advance notice, the vehicle driver, bus driver, or student attendants shall have the choice to work or not during the District’s calendar breaks, provided substitute drivers are available to take their run. During the District’s calendar breaks, out of District runs will be posted as an extra trip when the regularly assigned driver requests off.
- C. If substitutes cannot be obtained for a regular run, vehicle drivers, mechanics, maintenance personnel or any other member holding a CDL may be assigned to take the route(s) on a rotating basis.
- D. Substitute assignments for extra runs (e.g., Career Tech, preschool, and kindergarten), will be awarded to members holding a CDL and normally driving a bus or vehicle in accordance with classification seniority. The procedure used will be consistent with 13.04B.
- E. When a driver accepts a substitute assignment according to the conditions of 13.03 above, that driver stays on that assignment until the regular driver returns; unless

the substitute absents himself/herself from the assignment for reasons other than illness or approved personal leave, exclusive of unpaid leave. In such case, the assignment would go to the next eligible driver continuing down the seniority list under the same conditions. If the substitute driver is a member, then the substitute driver will be paid the bus driver rate as of the first day of the substitute assignment.

- F. The handicap bus run is defined as the transportation of students who require an assisted mobility device by a school bus. The bus driver will be paid an additional premium of \$1.00/hr. if no aide/attendant is provided.

At any time there appears to be a need to add another vehicle other than a school bus to transport handicapped children, the Association President will be notified and given the opportunity to present arguments as to why such a vehicle should not be used.

This procedure for regular assignments shall not cause any change in the field trip procedure.

#### 13.04 Extra Trips

- A. The Transportation Supervisor will post all trips that can be claimed by regular and vehicle drivers. All posted trip tickets shall indicate the date of posting. Trip tickets will be posted on Friday after 2:00 p.m. and awarded the following Friday after 2:00 p.m. Trip tickets posted will be for Wednesday through Tuesday of the proceeding week of the Friday award.
- B. Extra trips will be assigned in the following order:
  1. Regular drivers based on classification seniority; then
  2. Vehicle drivers with a CDL based on classification seniority; then
  3. Available members with a CDL; then
  4. Substitutes outside the bargaining unit.

Effective November 1, 1997, vehicle drivers hired with a CDL license will be placed at the bottom of the board in seniority order. They shall have the right to extra trips behind bus drivers. All vehicle drivers presently on the board will be grandfathered in their present seniority spot.

- C. No driver may accept a trip whose estimated time would cause him/her to work for the Board of Education more than forty (40) hours in any one week. When a driver provides training to other drivers, the time required to provide the training shall be counted toward the forty (40) hour limit per week. If bidding on two trips within the same day, the trips must have a 2-hour separation between estimated return time on the first trip and estimated leave time on the second trip. Exceptions may be made by the Administration when the trip is shuttling classes to an event.

For situations in which the Administration has decided to award overtime, the Transportation Supervisor will create a list of drivers interested in working overtime and he/she will distribute the available overtime on a rotating basis, as referenced in Section 13.05. All drivers will have the opportunity to inform the Transportation Supervisor of their intent to be included on the list. A driver may ask to be included on the list or removed from the list at any point during the year. The list to be used for the rotating basis will be distributed to drivers by the Transportation Supervisor on the first student day of school each year and then upon any change that occurs throughout the year. Situations that are described in Section 13.04 H are exempt from the rotating basis described above.

- D. No driver may be excused from his/her regular run to accept an extra trip, except an eight (8) hour or longer trip. Drivers on overnight trips will be guaranteed at least eight (8) hours pay for the day before and after each night of an overnight trip and appropriate lodging furnished by the sponsor. Drivers who drive four or more but less than six hours shall have priority for trips of eight or more but less than ten hours. Six-hour drivers will have priority for trips of ten or more hours.
- E. Once a trip has been awarded, the driver may not change regarding that trip. However, if the estimated duration for a trip increases by three (3) or more hours at least twenty four (24) hours prior to the trip departure, the driver has the option to decline the trip and remain eligible for another trip per the posting procedures. If a regular driver has been awarded a trip and that trip is cancelled at a time that does not qualify the driver for the two hour call in work, that driver gets first chance at the next regular trip posting that does not conflict with the driver's regular hours. If two or more individuals have received cancelled trip tickets during the same posting period, classification seniority will be the deciding factor in order of redeeming the cancelled trip tickets. Cancelled trip tickets must be redeemed for like trips (same number of hours or less) no later than the next posting of trips not conflicting with the driver's regular hours. If there are no like trips or there are more cancelled tickets to be redeemed than available trips, tickets that cannot be redeemed will carry over to the next regular posting. Cancelled trips must be redeemed during the school year except for those trips that are cancelled during the last five (5) days of the school year. Cancelled trip tickets received for the last five (5) days of the school year will carry over to the first posting of the next school year at which time they must be redeemed or will become void.
- F. Drivers are paid at the regular hourly rate for extra trips and will be paid at least the two (2) hour minimum, minus any time overlapping with scheduled work hours. Vehicle drivers shall be paid at less than one year (i.e., zero) service credit step on the bus drivers' salary schedule for extra trips. Drivers on extra trips shall perform duties during paid non-driving time as assigned by the sponsor in charge or administration. The necessary training to fulfill these duties shall be provided by the sponsor.

- G. Trip tickets that cannot be posted according to 13.04(A), but are received at least 24 hours prior to the trip, will be posted as soon as possible upon receipt by the bus supervisor.
- H. When trip tickets are received at least two (2) hours but less than 12 hours prior to the trip, the bus supervisor shall ask all other available members holding a CDL before assigning a substitute. If trip tickets are received less than two (2) hours prior to the driver report time, the supervisor may assign the trip without regard to seniority.
- I. If a driver takes leave without pay from his/her regular route, or gives up a field trip that has been awarded to him/her, except for illness, paid personal leave per Article VIII of the Agreement, or Association Leave per Article V, the driver shall be ineligible to bid for and be awarded a field trip/extra route for twenty-one (21) calendar days after the last day of unpaid leave or the date of the field trip that turned back in that does not meet leave requirements. Exception may be made by the administration for emergencies, which arise if the administration has been unable to staff the trip with any regular or substitute driver.
- J. Bus instructors will escort their trainee(s) to the CDL examination. Taking trainees for the examination will not be posted as a trip. Time worked for actual instruction or time with trainees will be paid at the OBI rate. Bus instructors also will attend required training meetings or other required activities; this time will also be paid the OBI rate of pay. For recertification purposes only, bus drivers may choose their Wadsworth City School District OBI.

#### 13.05 Summer Trips

Any trips available during the summer will be offered to regular drivers first, on a rotating basis, starting with the most senior regular driver for the first trip and rotating thereafter.

#### 13.06 Miscellaneous Provisions

- A. All members holding a CDL may be utilized in emergency situations. They also may be assigned to regular runs that operate on days when the District is not in session, for short time shuttles, or on regular runs of one hour or less duration.
- B. Career Tech teachers possessing a CDL may drive busses on class related activities. Career Tech teachers possessing a CDL may also take class-related or non-class related field trips outside of the normal class time where there are no available regular drivers for such trips.
- C. The Board and administration may schedule and require attendance at bus driver meetings. Drivers shall be paid for attending required meetings unless time spent at the meeting is already covered by minimum hours paid.
- D. Shuttle runs from school to school which are assigned to drivers during their regular shifts shall be rotated as much as possible among the drivers from year to year

whose regular run timing could make a shuttle practical. If a shuttle or other assignment requires a driver to work more than two (2) hours a.m. or p.m., he/she will be paid for the extra time reported daily on time sheets in hours and minutes and paid for the actual time worked.

Route starting times will be established by the Central Office Administration or designee. Work in connection with the job description is to be performed by the driver during non-driving time of the work period.

- E. All, preschool, kindergarten, and noon Career Tech drivers shall be guaranteed a minimum of two (2) hours per assignment. These will be awarded based on classification seniority.
- F. The Administration will attempt to establish annually, a date, time, and place whereby all drivers (bus and other school vehicles), as a group, will be given their annual required physical free of charge. All drivers requiring a physical may only obtain that physical by a Board-approved physician. The Board shall reimburse regular drivers for the cost of their CDL endorsement.
- G. Drivers will be informed that cameras are mounted and in operation on all buses. Cameras may be used for employee discipline purposes. Evaluation is not the primary purpose of mounting cameras in buses, but all available information may be considered in evaluations.
- H. If the administration decides to develop a handbook for drivers, the Association will designate representatives to serve on the committee to develop the handbook. The development of the handbook will be a collaborative effort.

#### 13.07 Clothing Allowance

Bargaining unit members in the Transportation series will receive a clothing allowance of one hundred (\$100.00) every third year for work purposes. Transportation employees will wear district-purchased clothing while employed during working hours.

In order to be reimbursed for the above clothing allowance, bargaining unit members must provide a copy of the receipt for those items, provided on a 8.5 X 11 inch piece of paper, hand delivered to his/her supervisor by June 15.

### ARTICLE XIV - FOOD SERVICE PROVISIONS

#### 14.01 Filling Cafeteria Vacancies

- A. Except for manager positions, a regular short-hour member in the same building will be given the first opportunity to substitute for a longer hour member who is absent, according to building seniority. If the member refuses or is unavailable, the next short-hour member will be contacted and the more senior member who refused the substitution will move to the bottom of the rotating list. If no member accepts the substitute assignment, the Administration will assign the position to a member.



Substitutes will be used to fill the remaining unfilled job. The short-hour member will stay on the substitute job until the regular member returns to work. The next substitute opportunity will be filled by the next member on the rotating list. If more than one (1) short hour member is interested, the Administration reserves the right to honor a rotation or place one (1) of the interested members in the assignment based on seniority until the regular member returns to work.

- B. The Administration reserves the right to assign members for managers who are absent.
- C. All food service employees shall be hired for a minimum of three (3) hours per day, except at those buildings at which there are fewer than twelve (12) meals per labor hour. In that case, the two (2) hour daily minimum will apply.

#### 14.02 Rented Facilities/Banquets

When kitchen facilities and/or large fixtures capable of causing damage (e.g., ovens, steam tables) are used outside the workday/work year, a manager or regular cafeteria worker shall be on duty at all times to assist the using organization and to supervise the use of equipment and facilities. The Food Service Supervisor may fulfill this function providing the Association President is notified of the reason. If cafeteria personnel are required to do additional clean-up after a facility or kitchen equipment has been used by a school group, the Administration will be called to check the facility or kitchen equipment and the user will be billed for approved additional clean-up time. All regular cafeteria workers must notify the supervisor of their intent to be included to work rentals/banquets by September 15 each year. A current file of regular cafeteria workers interested in working rentals/banquets shall be kept by the Cafeteria Manager. Opportunities to work rentals/banquets shall be offered to these people on a continuous rotation by seniority within the building.

#### 14.03 Shirt and Shoe Allowance

Annually, five-hour or more food service workers will receive five (5) T-shirts and a shoe allowance of ninety dollar (\$90.00). Food service workers of less than five hours will receive five (5) T-shirts. Food service employees will wear district-purchased shirts and shoes while employed during working hours. The light truck driver will have the option to purchase a winter jacket and be reimbursed up to \$90.00 in lieu of the purchase of shoes.

In order to be reimbursed for the above shoe/clothing allowances, bargaining unit members must provide a copy of the receipt for those items, provided on a 8.5 X 11 inch piece of paper, hand delivered to his/her supervisor by June 15.

### ARTICLE XV - CLERICAL PROVISIONS

#### 15.01 Work Refusal

If a less than two hundred sixty (260) day clerical member is called to work on a day that is not a scheduled teacher workday, the member may decline, except for the five (5) days

immediately preceding the first day of work for teachers in the Fall and the five (5) days immediately following the last day of work for teachers in the Spring--on these days the member is required to report if requested. Nothing in this contract shall prohibit clerical staff from working extended days if offered and/or approved by the administration.

## ARTICLE XVI - CROSSING GUARDS, CUSTODIAL, MAINTENANCE AND MECHANICS PROVISIONS

### 16.01 Rented Facilities

When school facilities are used by non-school groups at night or on weekends, a custodian and/or maintenance employee shall be on duty based upon the classification typically responsible for that facility.

### 16.02 Equipment

- A. The Board will provide all tools and supplies necessary for members to maintain and repair Board owned equipment and property.
- B. The Board will provide annually to maintenance employees a clothing allowance of three hundred sixty-five dollars (\$365.00). Bus mechanics will continue to receive a uniform service, and a one hundred thirty dollars (\$130.00) annual allowance towards the purchase of shoes. All clothes and shoes purchased under this section must be for work purposes.
- C. The Board will provide all eight (8) hour custodians a shoe/clothing allowance of two hundred fifty dollars (\$250.00) each year. All other custodians shall receive an annual shoe/clothing allowance of one hundred ten dollars (\$110.00). All clothes and shoes purchased under this section must be for work purposes.
- D. The Board will provide all crossing guards a shoe/clothing allowance of fifty dollars (\$50.00) each year. All clothes and shoes purchased under this section must be for work purposes.
- E. All employees receiving subsidized shoe or clothing allowance will wear those items while employed during work hours.
- F. In order to be reimbursed for the above shoe/clothing allowances, bargaining unit members must provide a copy of the receipt for those items, provided on a 8.5 X 11 inch piece of paper, hand delivered to his/her supervisor by June 15.

### 16.03 Working Conditions

- A. Members will not be required to act as chaperones for after school activities. A member who observes students unsupervised and/or observes students engaging in misconduct will immediately notify the administrator or adult supervising the activity.

- B. Custodians who work less than two hundred sixty (260) days each year will be informed of their first scheduled work day for the ensuing school year, not later than June 1.

## ARTICLE XVII - MANAGEMENT RIGHTS/WAIVER

### 17.01 Management Rights

Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools and direction of employees are invested exclusively in the Board. Among the Board's management rights are the right to hire, transfer, discipline, discharge, lay off, assign and promote; to promulgate, revise and enforce work rules and rules of conduct; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force; to create, abolish, define and revise job classifications; to determine work schedules, hours, and shifts; to require overtime; and to determine whether work will be performed by bargaining unit or other persons, provided that work heretofore performed exclusively by the bargaining unit will not be reassigned to other persons if it results in the layoff of bargaining unit employees.

### 17.02 Job Descriptions

The Board has the authority to write and revise all job descriptions and to specify qualifications for each position; before changes are implemented, the revised job descriptions will be reviewed by the president of the Association and two (2) members of the affected classification. The Association must provide written comments to the Business Manager within thirty (30) days of receipt of the revised job description(s).

## ARTICLE XVIII - MISCELLANEOUS PROVISIONS

### 18.01 Probationary Period

- A. All employees new to the District shall be hired with a probationary period of forty-five (45) days at the full rate of pay for the classification range and increment level at which he/she is employed. For this purpose, "days" is defined as the scheduled workdays for the new employee. Newly hired employees may not bid on another job during the probationary period.
- B. Newly hired employees may be terminated for any reason without recourse to the grievance procedure at the end of their probationary period or at any time during their probationary period.
- C. Temporary employees shall not accumulate seniority and are not considered as either regular full time or regular temporary employees subject to the terms of this agreement.
- D. Members who change classifications shall have a thirty (30) day probationary period. The only exception to this are members changing classifications within the

Paraprofessional Series or members moving from the classification of “Aides” to the Paraprofessional Series; members who make these moves will not have a probationary period. For this purpose, “days” is defined as the scheduled workdays for the affected member. If the member should be unable to perform the duties of the new classification to the satisfaction of the administration, or at the member’s request, he/she shall retain the right to his/her previous classification without any loss of seniority and shall be transferred back to his/her previous classification without the right to grieve such action. If the member requests a return transfer, he/she must continue working in the new classification fifteen (15) additional days, or until the job classification can be rebid and filled, whichever comes first. A member may bid on another position during the thirty (30) day probationary period. A member will begin a new thirty (30) day probationary period for each new classification he/she accepts.

- E. After fifteen (15) scheduled workdays, the probationary employee or member in 18.01 (D) will receive from the building principal or his/her supervisor a written review of his/her performance as well as areas for improvement. A copy will be forwarded to the Business Manager.

#### 18.02 Non Discrimination

There will be no unlawful discrimination against any member by the Board or the Association in the administration of this Agreement because of the member’s race, creed, color, sex, national origin, ancestry, or because the employee’s age is between 40 and 70. Employees shall have the right to join or refrain from joining the Association. The Board will comply with applicable laws pertaining to the employment of the handicapped.

#### 18.03 Criminal Background Checks

All members shall complete a BCII and FBI criminal background checks every five years or as required by law. Each member will have the option of completing this background check in or outside the district. The Board shall pay for the cost of any BCII and FBI criminal background check provided the member initiated the background check through the central office and the background check is required for the member’s position. The Business Manager shall notify all members who need to complete a background check in advance. If a member fails to complete the background check by September 30 in the five year anniversary date of his last check, the member may face discipline, up to and including termination. No employee will be terminated purely for failure of reporting agencies to timely process background checks.

- 18.04 The Board of Education agrees to provide a safe and secure workplace.

### ARTICLE XIX - DEFINITIONS OF AGREEMENT

#### 19.01 Days

Except as otherwise defined, days shall mean days when the school district’s central office is open.

#### 19.02 Full Time Employee

Full-time employee is defined in Section 2.03(A).

#### 19.03 Regular Employee

Is an employee working on a job, scheduled a consistent number of hours per day for nine (9) or more months per calendar year and is not taking the place of an employee approved on leave.

#### 19.04 Work Week

The work week shall start Wednesday at 12 a.m. and shall end the following Tuesday at 11:59 p.m. Beginning November 1, 2009, the work week for all members in their current position shall be Monday through Friday. All new or open positions as of November 1, 2009, may have a non-traditional work week. All members hired prior to November 1, 2009, will not be involuntarily transferred into a non-traditional work week.

#### 19.05 Transportation Bus Run

A school-to-school, school-to-home or school system-to-school system run scheduled on a regular basis. Regular bus drivers shall be paid a minimum of two (2) hours for each regular a.m. and p.m. run.

#### 19.06 Shuttle Run

A school-to-school run scheduled on a daily basis.

#### 19.07 Classification

A sub division of a classification series as described by a job description and as listed in the "Salary Range and Salary Increase Chart."

#### 19.08 Classification Series

A grouping of job classifications that involve similar types of work. There are six (6) such groupings on the "Salary Range Chart."

#### 19.09 District Seniority

The length of continuous employment by an employee of the Board is computed from the employee's effective date of hire in the bargaining unit per the Board minutes regardless of the number of hours worked per day or the number of months worked per year. Work as a substitute employee prior to being a regular employee shall not be counted towards District seniority. Time spent on unpaid leaves of absence shall not count towards the accrual of seniority.

#### 19.10 Classification Seniority

Classification seniority shall be defined as the first day an employee is assigned into a classification while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward classification seniority. Time spent on unpaid leaves of absence shall not count towards the accrual of classification seniority.

#### 19.11 Trip

A trip begins when a bus leaves the garage, picks up the sponsoring group, delivers the sponsoring group to their destination, either remains or returns bus to garage (drop only trip) or returns to pick up the sponsoring group, return the group to their point of origin, and returns the bus to the garage.

#### 19.12 Business Manager

Business Manager is in reference to the position in charge of operations/facilities, which may not require a license under 3319.03.

### ARTICLE XX - SEVERABILITY

#### 20.01 Scope of Agreement

- A. This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in ORC Section 4117.10(A), all civil service rules and regulations, administrative rules of the Director of State Personnel, and all policies, rules and regulations of the employer. However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.
- B. The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and to bring the Agreement into compliance.

ARTICLE XXI - DURATION

AGREEMENT BETWEEN THE  
WADSWORTH CITY BOARD OF EDUCATION  
AND

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

This Agreement shall remain in full force and effect from 12:01 a.m. July 1, 2020, through 12:00 midnight June 30, 2023.

This Agreement makes null and void all previous regulations contained in previous agreements.

Attesting to Ratification:

For the Board:



Board President

July 1, 2020

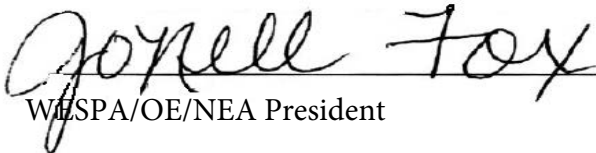
Date



Douglas D. Beeman, Treasurer

July 1, 2020

Date



WESPA/OE/NEA President

July 1, 2020

Date

**APPENDIX A-1**

**GRIEVANCE PROCEDURE FORM**

AGGRIEVED PERSON, PERSONS, and WESPA \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_ DATE OF FORMAL FILING \_\_\_\_\_

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: \_\_\_\_\_

\_\_\_\_\_ INITIATED ON LEVEL \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

Describe the issue to be resolved and cite the Article(s) of the Agreement allegedly violated or in dispute.

**ACTION REQUESTED:**

Have you discussed this with your immediate supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, what action has been taken so far? \_\_\_\_\_

\_\_\_\_\_  
Grievant

Copy to the Association President  
Use back or attachments as necessary



**APPENDIX A-2**  
**GRIEVANCE DECISIONS**

LEVEL II (FORMAL) DECISION: \_\_\_\_\_

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DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Business Manager

Copy to the Grievant  
and the Association President

LEVEL III (FORMAL) DECISION: \_\_\_\_\_

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DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Superintendent

Copy to the Grievant  
and the Association President

Where decision requires additional space, attach pages as necessary. Attach written reason for dissatisfaction with Level II resolution.

## APPENDIX B

### **WAGE RATE SCHEDULES** **July 1, 2020-June 30, 2023**

#### **Cafeteria Manager:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		14.10	14.45	14.88
1	1.078	.078	15.20	15.58	16.04
2	1.173	.095	16.54	16.95	17.45
5	1.200	.027	16.92	17.34	17.86
7	1.235	.035	17.41	17.85	18.38
9	1.265	.030	17.84	18.28	18.82
14	1.295	.030	18.26	18.71	19.27
18	1.325	.030	18.68	19.15	19.72
25	1.355	.030	19.11	19.58	20.16

#### **Cafeteria Assistant Manager:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		13.96	14.31	14.74
1	1.058	.058	14.77	15.14	15.59
2	1.144	.086	15.97	16.37	16.86
5	1.170	.026	16.33	16.74	17.25
7	1.205	.035	16.82	17.24	17.76
9	1.235	.030	17.24	17.67	18.20
14	1.265	.030	17.66	18.10	18.65
18	1.295	.030	18.08	18.53	19.09
25	1.320	.025	18.43	18.89	19.46

#### **Baker/Cook (System Kitchen); Courier**

Years	Index		2020-21	2021-22	2022-23
0	1.000		13.81	14.16	14.58
1	1.048	.048	14.47	14.84	15.28
2	1.115	.067	15.40	15.79	16.26
5	1.140	.025	15.74	16.14	16.62
7	1.175	.035	16.23	16.64	17.13
9	1.205	.030	16.64	17.06	17.57
14	1.235	.030	17.06	17.49	18.01
18	1.265	.030	17.47	17.91	18.44
25	1.285	.020	17.75	18.20	18.74

## APPENDIX B

### **WAGE RATE SCHEDULES** **July 1, 2020-June 30, 2023**

#### **Cafeteria Series (continued)**

**Cafeteria Helper** (more than 3 hours per day):

*(Grandfather current 3+ hours Helpers 12/14/2009)*

Years	Index		2020-21	2021-22	2022-23
0	1.000		13.14	13.47	13.87
1	1.033	.033	13.57	13.91	14.33
2	1.125	.092	14.78	15.15	15.60
5	1.160	.035	15.24	15.63	16.09
7	1.185	.025	15.57	15.96	16.44
9	1.215	.030	15.97	16.37	16.85
14	1.245	.030	16.36	16.77	17.27
18	1.275	.030	16.75	17.17	17.68
25	1.295	.020	17.02	17.44	17.96

**Cafeteria Helper:**

Years	Index		2020-2021	2021-22	2022-23
0	1.000		10.95	11.22	11.56
1	1.033	.033	11.31	11.59	11.94
2	1.110	.077	12.15	12.45	12.83
3	1.202	.092	13.16	13.49	13.90
4	1.240	.038	13.58	13.91	14.33
5	1.355	.115	14.84	15.20	15.66
10	1.425	.070	15.60	15.99	16.47
18	1.495	.070	16.37	16.77	17.28
25	1.555	.060	17.03	17.45	17.98

## APPENDIX B

### WAGE RATE SCHEDULES

July 1, 2020-June 30, 2023

#### Aides Series

##### Health Aide:

Years	Index		2020-21	2021-22	2022-23
0	1.000		16.73	17.15	17.66
1	1.048	.048	17.53	17.97	18.51
2	1.115	.067	18.65	19.12	19.57
5	1.120	.005	18.74	19.21	19.66
7	1.135	.015	18.99	19.47	19.92
9	1.155	.020	19.32	19.81	20.27
14	1.175	.020	19.66	20.15	20.62
18	1.205	.030	20.16	20.67	21.15
25	1.225	.020	20.49	21.01	21.50

##### Technology Aides (*Grandfathered 12/14/2009*):

Years	Index		2020-21	2021-22	2022-23
0	1.000		16.62	17.04	17.55
1	1.084	.084	18.02	18.47	19.02
2	1.175	.091	19.53	20.02	20.62
5	1.190	.015	19.78	20.28	20.88
7	1.205	.015	20.03	20.53	21.15
9	1.225	.020	20.36	20.87	21.50
14	1.235	.010	20.53	21.04	21.67
18	1.265	.030	21.02	21.56	22.20
25	1.285	.020	21.36	21.90	22.55

##### Library Aides (*Grandfathered 12/14/2009*):

Years	Index		2020-21	2021-22	2022-23
0	1.000		15.22	15.60	16.07
1	1.081	.081	16.45	16.86	17.37
2	1.173	.092	17.85	18.30	18.85
5	1.180	.007	17.96	18.41	18.96
7	1.195	.015	18.19	18.64	19.20
9	1.215	.020	18.49	18.95	19.53
14	1.235	.020	18.80	19.27	19.85
18	1.265	.030	19.25	19.73	20.33
25	1.285	.020	19.56	20.05	20.65

*Classroom Aides as of May 11, 1998 paid at Aide I Range are "grand parented" to Library Aide Range*

## APPENDIX B

### WAGE RATE SCHEDULES

July 1, 2020-June 30, 2023

#### Aides Series (continued)

##### Aide:

Years	Index		2020-21	2021-22	2022-23
0	1.000		13.81	14.16	14.58
1	1.048	.048	14.47	14.84	15.28
2	1.115	.067	15.40	15.79	16.26
5	1.120	.005	15.47	15.86	16.33
7	1.135	.015	15.67	16.07	16.55
9	1.155	.020	15.95	16.35	16.84
14	1.175	.020	16.23	16.64	17.13
18	1.205	.030	16.64	17.06	17.57
25	1.225	.020	16.92	17.35	17.86

##### Crossing Guards:

Years	Index		2020-21	2021-22	2022-23
0	1.000		10.35	10.61	10.93
1	1.048	.048	10.85	11.12	11.45
2	1.115	.067	11.54	11.83	12.19
5	1.120	.005	11.59	11.88	12.24
7	1.135	.015	11.75	12.04	12.41
9	1.155	.020	11.95	12.25	12.62
14	1.175	.020	12.16	12.47	12.84
18	1.205	.030	12.47	12.79	13.17
25	1.225	.020	12.68	13.00	13.39

#### Paraprofessional Series

##### Special Education Aide, Attendant and Library Aide as Part of Encore Rotation:

Years	Index		2020-21	2021-22	2022-23
0	1.000		14.53	14.89	15.34
1	1.081	.081	15.71	16.10	16.58
2	1.173	.092	17.04	17.47	17.99
5	1.180	.007	17.15	17.57	18.10
7	1.195	.015	17.36	17.79	18.33
9	1.215	.020	17.65	18.09	18.64
14	1.235	.020	17.94	18.39	18.94
18	1.265	.030	18.38	18.84	19.41
25	1.285	.020	18.67	19.13	19.71

## **APPENDIX B**

### **WAGE RATE SCHEDULES** **July 1, 2020-June 30, 2023**

#### **RBT Aide and RBT Attendant:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		17.02	17.45	17.97
1	1.081	.081	18.40	18.86	19.43
2	1.173	.092	19.96	20.47	21.08
5	1.180	.007	20.08	20.59	21.20
7	1.195	.015	20.34	20.85	21.47
9	1.215	.020	20.68	21.20	21.83
14	1.235	.020	21.02	21.55	22.19
18	1.265	.030	21.53	22.07	22.73
25	1.285	.020	21.87	22.42	23.09

## APPENDIX B

### **WAGE RATE SCHEDULES** **July 1, 2020-June 30, 2023**

#### **Clerical Series**

##### **Secretary:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		19.28	19.76	20.35
1	1.083	.083	20.88	21.40	22.04
2	1.165	.082	22.46	23.02	23.71
5	1.170	.005	22.56	23.12	23.81
7	1.185	.015	22.85	23.42	24.11
9	1.205	.020	23.23	23.81	24.52
14	1.225	.020	23.62	24.21	24.93
18	1.255	.030	24.20	24.80	25.54
25	1.275	.020	24.58	25.19	25.95

##### **Clerk:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		18.30	18.76	19.32
1	1.084	.084	19.84	20.34	20.94
2	1.175	.091	21.50	22.04	22.70
5	1.180	.005	21.59	22.14	22.80
7	1.195	.015	21.87	22.42	23.09
9	1.215	.020	22.23	22.79	23.47
14	1.235	.020	22.60	23.17	23.86
18	1.265	.030	23.15	23.73	24.44
25	1.285	.020	23.52	24.11	24.83

## APPENDIX B

### **WAGE RATE SCHEDULES** **July 1, 2020-June 30, 2023**

#### **Custodial Series**

##### **Head Custodian I:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		20.45	20.96	21.59
1	1.070	.070	21.88	22.43	23.10
2	1.145	.075	23.42	24.00	24.72
5	1.150	.005	23.52	24.10	24.83
7	1.165	.015	23.82	24.42	25.15
9	1.185	.020	24.23	24.84	25.58
14	1.205	.020	24.64	25.26	26.02
18	1.235	.030	25.26	25.89	26.66
25	1.255	.020	25.66	26.30	27.10

##### **Head Custodian II:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		19.38	19.86	20.46
1	1.064	.064	20.62	21.13	21.77
2	1.145	.081	22.19	22.74	23.43
5	1.160	.015	22.48	23.04	23.73
7	1.175	.015	22.77	23.34	24.04
9	1.195	.020	23.16	23.73	24.45
14	1.205	.010	23.35	23.93	24.65
18	1.235	.030	23.93	24.53	25.27
25	1.255	.020	24.32	24.92	25.68

##### **Custodian III:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		15.95	16.35	16.84
1	1.081	.081	17.24	17.67	18.20
2	1.173	.092	18.71	19.18	19.75
5	1.180	.007	18.82	19.29	19.87
7	1.195	.015	19.06	19.54	20.12
9	1.215	.020	19.38	19.87	20.46
14	1.235	.020	19.70	20.19	20.80
18	1.265	.030	20.18	20.68	21.30
25	1.285	.020	20.50	21.01	21.64



## **APPENDIX B**

### **WAGE RATE SCHEDULES** **July 1, 2020-June 30, 2023**

#### **Maintenance Series**

##### **Maintenance Mechanic I/Head Vehicle & Equipment Mechanic:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		23.34	23.92	24.64
1	1.048	.048	24.46	25.07	25.82
2	1.096	.048	25.58	26.22	27.01
5	1.110	.014	25.91	26.55	27.35
7	1.125	.015	26.26	26.91	27.72
9	1.145	.020	26.72	27.39	28.21
14	1.155	.010	26.96	27.63	28.46
18	1.185	.030	27.66	28.35	29.20
25	1.205	.020	28.12	28.82	29.69

##### **Maintenance Mechanic II:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		21.23	21.76	22.41
1	1.069	.069	22.69	23.26	23.96
2	1.141	.072	24.22	24.83	25.57
5	1.150	.009	24.41	25.02	25.77
7	1.165	.015	24.73	25.35	26.11
9	1.185	.020	25.15	25.79	26.56
14	1.205	.020	25.58	26.22	27.00
18	1.235	.030	26.22	26.87	27.68
25	1.245	.010	26.43	27.09	27.90

##### **Vehicle & Equipment Mechanic I:**

Years	Index		2020-21	2021-22	2022-23
0	1.000		21.03	21.56	22.21
1	1.069	.069	22.48	23.05	23.74
2	1.141	.072	24.00	24.60	25.34
5	1.150	.009	24.18	24.79	25.54
7	1.165	.015	24.50	25.12	25.87
9	1.185	.020	24.92	25.55	26.32
14	1.205	.020	25.34	25.98	26.76
18	1.235	.030	25.97	26.63	27.43
25	1.245	.010	26.18	26.84	27.65

## APPENDIX B

### WAGE RATE SCHEDULES July 1, 2020-June 30, 2023

#### Maintenance Series (continued)

##### Maintenance and Grounds I:

Years	Index		2020-21	2021-22	2022-23
0	1.000		19.97	20.47	21.08
1	1.058	.058	21.13	21.66	22.30
2	1.136	.078	22.69	23.25	23.95
5	1.160	.024	23.17	23.75	24.45
7	1.175	.015	23.46	24.05	24.77
9	1.185	.010	23.66	24.26	24.98
14	1.195	.010	23.86	24.46	25.19
18	1.225	.030	24.46	25.08	25.82
25	1.245	.020	24.86	25.49	26.24

##### Maintenance and Grounds II:

Years	Index		2020-21	2021-22	2022-23
0	1.000		19.39	19.87	20.47
1	1.064	.064	20.63	21.14	21.78
2	1.145	.081	22.20	22.75	23.44
5	1.160	.015	22.49	23.05	23.75
7	1.175	.015	22.78	23.35	24.05
9	1.195	.020	23.17	23.74	24.46
14	1.205	.010	23.36	23.94	24.67
18	1.235	.030	23.95	24.54	25.28
25	1.255	.020	24.33	24.94	25.69

##### Adult Laborer:

Years	Index		2020-21	2021-22	2022-23
0	1.000		16.98	17.40	17.92
1	1.084	.084	18.41	18.86	19.43
2	1.175	.091	19.95	20.45	21.06
5	1.190	.015	20.21	20.71	21.32
7	1.205	.015	20.46	20.97	21.59
9	1.220	.015	20.72	21.23	21.86
14	1.234	.014	20.95	21.47	22.11
18	1.237	.003	21.00	21.52	22.17
25	1.288	.051	21.87	22.41	23.08

## APPENDIX B

### WAGE RATE SCHEDULES July 1, 2020-June 30, 2023

#### Transportation Series

**Bus Driver** (+ \$ 1.00 for handicapped children on handicapped bus without an aide)

Years	Index		2020-21	2021-22	2022-23
0	1.000		21.89	22.44	23.11
1	1.069	.069	23.40	23.99	24.70
2	1.080	.011	23.64	24.24	24.96
5	1.090	.010	23.86	24.46	25.19
7	1.105	.015	24.19	24.80	25.54
9	1.115	.010	24.41	25.02	25.77
14	1.125	.010	24.63	25.25	26.00
18	1.155	.030	25.28	25.92	26.69
25	1.175	.020	25.72	26.37	27.15

*On-Board Instructors (OBI) will be paid from the 25 full-year step for training time.*

#### **Vehicle Driver/Light Truck Driver**

Years	Index		2020-21	2021-22	2022-23
0	1.000		16.62	17.04	17.55
1	1.084	.084	18.02	18.47	19.02
2	1.175	.091	19.53	20.02	20.62
5	1.190	.015	19.78	20.28	20.88
7	1.205	.015	20.03	20.53	21.15
9	1.225	.020	20.36	20.87	21.50
14	1.235	.010	20.53	21.04	21.67
18	1.265	.030	21.02	21.56	22.20
25	1.285	.020	21.36	21.90	22.55

**APPENDIX C**

**WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA**

**EMPLOYEE REPORT OF INJURY**

*(To be completed for work-related accidents or incidents of physical or verbal assault\*)*

**Part I: Injured Employee's Statement**

I, \_\_\_\_\_, certify that on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (a.m./p.m.), I sustained the following injury: \_\_\_\_\_

Date of Occurrence \_\_\_\_\_ Place of Occurrence: \_\_\_\_\_

Circumstances leading up to the occurrence: \_\_\_\_\_

In the case of a physical or verbal assault, describe the person(s) inflicting the assault: \_\_\_\_\_

Have you had any previous work-related accidents?  Yes  No If yes, when? \_\_\_\_\_

Name(s) of witnesses to the incident: \_\_\_\_\_

To whom did you report the incident? \_\_\_\_\_

Date and time reported: \_\_\_\_\_

Hospital and/or doctor rendering treatment: \_\_\_\_\_

In the case of a physical or verbal assault, date the police report was filed: \_\_\_\_\_  
*(Please attach a copy of the police report.)*

Date of This Report: \_\_\_\_\_  
Signature of Employee

**FORWARD TO PRINCIPAL OR SUPERVISOR**

**PART II: PRINCIPAL OR SUPERVISOR'S STATEMENT**

Injury was reported on \_\_\_\_\_, 20\_\_\_\_. Medical treatment (was / was not) required (*circle one*).

Employee was sent to: \_\_\_\_\_  
*(State name and address of doctor and/or hospital)*

Did employee require time off?  Yes  No

Dates of absence: \_\_\_\_\_ Date returned to work: \_\_\_\_\_

Principal or Supervisor's Signature

**FORWARD TO BUSINESS MANAGER'S OFFICE**

\* A verbal assault is defined as a threat of physical injury that is direct, specific, and plausible.

**APPENDIX D-1**

**WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA**

**SICK LEAVE POOL DONATION FORM**

If you would like to donate a sick day, please complete the form below and forward it to the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) President or your building representative by October 31<sup>st</sup>. The donation is irrevocable.

Thank you for caring for the needs of a fellow member

**SICK LEAVE POOL DONATION FORM**

I, \_\_\_\_\_, wish to donate  
*(Please print your name)*

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building

This form should be sent directly to the WESPA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WESPA President. Days are used for catastrophic/life-threatening situations only.

**APPENDIX D-2**

**WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA**

**SICK LEAVE POOL APPLICATION FORM**

If you would like to use sick days, please complete the form below forward it to the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) President.

**SICK LEAVE POOL APPLICATION FORM**

I, \_\_\_\_\_, wish to use \_\_\_\_\_ days\*  
*(Please print your name)* *(Print number)*  
of sick leave from the Wadsworth City Schools' Sick Leave Pool.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building

**Attach your doctor's certificate to this form.**

(Leave is for illness only. Days may be used for catastrophic or life-threatening situations only.)

\_\_\_\_\_  
**\*Please note that the** leave must be applied for and used in increments of 10 days with a maximum of 50 days.

**APPENDIX D-3**

**WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA**

**SICK LEAVE POOL APPROVAL FORM**

\_\_\_\_\_ has requested \_\_\_\_\_ days of sick  
(Name of Member) (No. of Days)  
leave from the Sick Leave Pool. As \_\_\_\_\_ has met  
(Name of Member)  
each of the criteria set forth in Section 8.01(E)(4) of the Agreement, the  
request is approved.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of WESPA President)

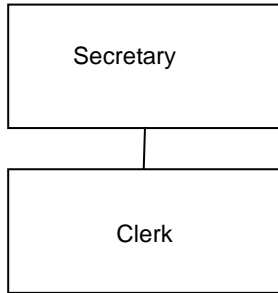
Verification of Eligibility for Processing:

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Superintendent)

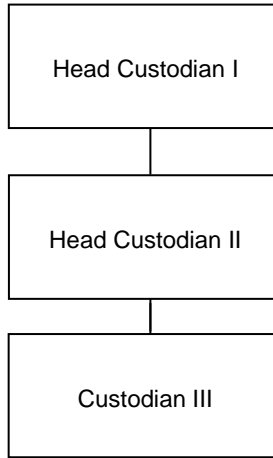
# APPENDIX E

## Classification Series

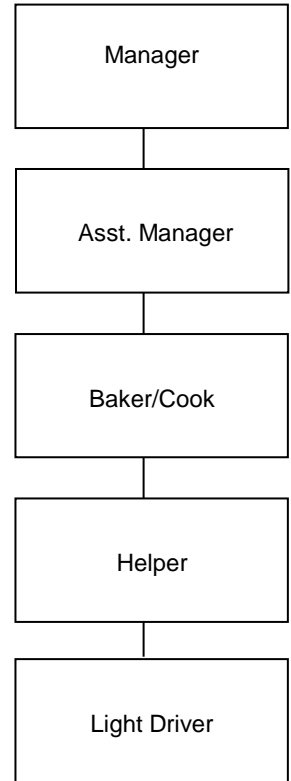
### Clerical Series



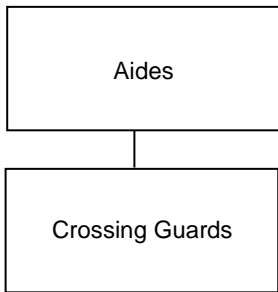
### Custodial Series



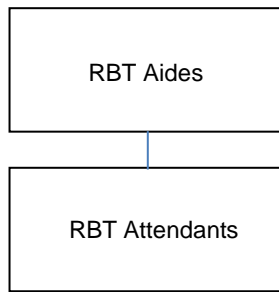
### Cafeteria Series



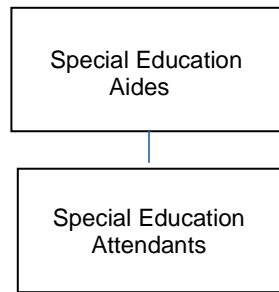
### Aide Series



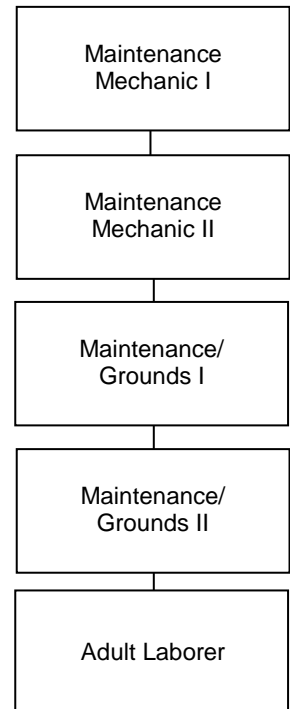
### RBT Series



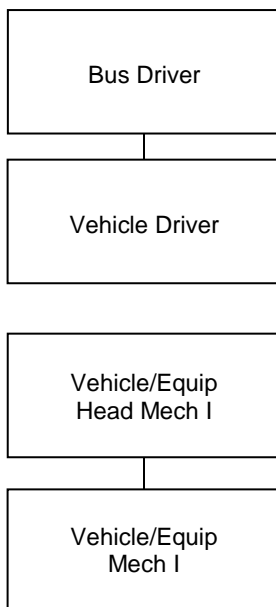
### Paraprofessional Series



### Maintenance Series

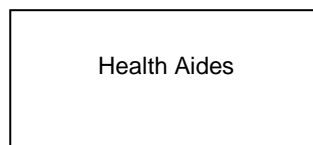


### Transportation Series



Special Education Aides in their position as of July 1, 2014 will be able to bump into the Aide Series if their Special Education Aide position is reduced according to Article XII of this agreement. Special Education Aides hired into their position after July 1, 2014 will not have this right.

### Health Services Series





**APPENDIX F**

WADSWORTH CITY SCHOOLS

HEALTHCARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined \_\_\_\_\_  
(employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Wadsworth City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

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\_\_\_\_\_  
Healthcare Provider Name  
Please print or type

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

Please return this form to:

Wadsworth City Schools  
Treasurer's Office  
524 Broad Street  
Wadsworth, OH 44281

## APPENDIX G

### Wadsworth City Schools Classified Staff Absence Request

Print Name: \_\_\_\_\_ Bldg \_\_\_\_\_ Position \_\_\_\_\_

<input type="checkbox"/> Personal Leave – unrestricted	<input type="checkbox"/> Unpaid Leave, long term	<input type="checkbox"/> Assault Leave
<input type="checkbox"/> Vacation	<input type="checkbox"/> Jury Duty	<input type="checkbox"/> Military Leave
<input type="checkbox"/> Attendant/Vehicle Driver Unpaid Leave	<input type="checkbox"/> Unpaid Childcare Leave	<input type="checkbox"/> Negotiation Leave
<input type="checkbox"/> Unpaid Leave, short term	<input type="checkbox"/> Adoption Leave	<input type="checkbox"/> Association Leave
	<input type="checkbox"/> Summons/Subpoena Leave	

Dates of Requested Absence:  
From Date: \_\_\_\_\_ To Date: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Times of Requested Absence:  
From Time: \_\_\_\_\_ To Time: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Total Number of Hours of Requested Absence: \_\_\_\_\_

Reason for Absence Request: MANDATORY for any Unpaid Leaves, or any Personal Leave that falls within restriction definitions noted on reverse side:  
\_\_\_\_\_

I certify that the above facts are a true and accurate depiction of my absence request:  
Signature: \_\_\_\_\_ Payroll ID #: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_

Approvals:	Approved:		
Immediate Supervisor: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Sub Required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Business Office: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/> Superintendent Req'd? _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Board Action Date: _____	<input type="checkbox"/> Approved	<input type="checkbox"/> Declined	<input type="checkbox"/> N/A

*Please remember: original with all required signatures must be attached to timesheet.*

# APPENDIX G

<p style="text-align: center;"><b>Wadsworth City Schools</b> Classified Staff Absence Request Guidelines</p>
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**Personal Leave:** As per Section 8.02; five days notice required. Available in quarter-hour increments. It is understood a member will not use personal leave:

- 1—the first or last week of school;
- 2—two (2) days before the first student day of school;
- 3—the day before or after a paid holiday, extended weekend, or unpaid break;
- 4—to extend a vacation;
- 5—performing or seeking other employment.
- 6—not more than ten percent (10%) of the classification within one (1) building or one (1) bargaining unit member (whichever is greater), or not more than ten percent (10%) of the bargaining unit members in a classification not tied to a building, of those entitled to personal leave may take it on any one day, and leave may be denied if necessary to insure sufficient members are available to work in a classification.

Note: With the approval of the Superintendent, an exception may be made to paragraphs 1 through 6 above. The bargaining unit member must provide documentation to the Superintendent for consideration.

**Vacation:** As per Section 6.11, and the benefits associated with your position. Available in quarter-hour increments. Email requests must be submitted three workdays in advance to the immediate supervisor unless waived by the administration. Up to five single day vacations are permitted with one workday email notice to the immediate supervisor. This form must still be submitted at the time of the email request.

**Attendant/Vehicle Driver Unpaid Leave:** As per Article XI; for use when special education students do not report to school.

**Unpaid Leave Short-Term:** As per Section 8.03.A; up to ten days possible.

**Unpaid Leave Long-Term:** As per Section 8.03.B; anything more than ten days and up to two years possible, and requires board action.

**Jury Duty:** As per Section 8.06; please attach copy of court-issued proof of serving.

**Unpaid Childcare Leave:** As per Section 8.05; for care of newborn or adopted child not yet of school age. Up to 24 months from date of birth.

**Adoption Leave:** As per Section 8.04; for use for adoptions inside/outside the United States.

**Summons/Subpoena Leave:** As per Section 8.07; for use in court-related absences.

**Assault Leave:** As per Section 8.08; for use when employee has disability due to work-related assault.

**Military Leave:** As per Section 8.11; employees engaged in military service.

**Negotiation Leave:** Per Article 3; for use during contract negotiations.

**Association Leave:** As per Section 5.02; for use when conducting Union business.

# Your Summary of Benefits



## APPENDIX H

**Wadsworth City Schools – Base Plan**  
**Blue Access® (PPO)**  
**Effective 07/01/2017**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$250/\$500	\$1,000/\$1,600
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,250/\$2,500	\$3,400/\$6,800
<b>Physician Home and Office Services (PCP/SCP)</b> <b>Primary Care Physician (PCP)/</b> <b>Specialty Care Physician (SCP)</b> Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>allergy injections (PCP and SCP)</li> <li>allergy testing</li> <li>MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	\$20/\$20  20% 20% 20%	30%  30% 30% 30%
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	No cost share	30%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>Allergy injections</li> <li>Allergy testing</li> </ul>	\$100  \$25 20%  20% 20%	\$100  30% 30%  30% 30%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	30%
Blue 8.0 500 Series		

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>180 days for skilled nursing facility</li> </ul>	20%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	20%	30%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	20% 20%	30% 20%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation Unlimited</li> <li>Pulmonary Rehabilitation Unlimited</li> <li>Physical Therapy: 60 visits</li> <li>Occupational Therapy: 60 visits</li> <li>Manipulation Therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> <li>Teledoc (Live Health Online)</li> </ul>	\$20/\$20 20%	30% 30%
<b>Accidental Dental:</b> Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	20% \$20 20%	30% 20% 20%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	20%	30%

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> <b>Network Tier structure equals 1/2/3</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply)</li> <li><b>Home Delivery Service:</b> (90-day supply)</li> </ul> <p>Member may be responsible for additional cost when not selecting the available generic drug.</p> <p>Medicare Rx - Wrap</p>	<p>\$10 generic/\$20 preferred brand/\$30 Non-preferred generic &amp; brand</p> <p>\$25 generic/\$50 preferred brand/\$70 Non-preferred generic &amp; brand</p> <p>Rx OOP Max: \$6,525 Single/\$13,050 Family</p>	<p>50%, min \$30<sup>5</sup></p> <p>Not covered</p>

**Notes:**

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude for elective abortions.

<sup>2</sup> We encourage you to review the Schedule of Benefits for limitations.

<sup>3</sup> Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

<sup>5</sup> Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

**Precertification:**

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: none**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) <i>DSDR</i>	Date
Underwriting signature (if applicable)	Date 4/26/2017

# APPENDIX I



## Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group# 1151-5000, 5091 Wadsworth City Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.\*

**Control Plan** – Delta Dental of Ohio  
**Benefit Year** – January 1 through December 31  
**Covered Services** –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Sealants</b> – to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> – to detect oral cancer	100%	100%	100%
<b>Radiographs</b> – X-rays	100%	100%	100%
<b>Basic Services</b>			
<b>Emergency Palliative Treatment</b> – to temporarily relieve Pain	80%	80%	80%
<b>Minor Restorative Services</b> – fillings and crown repair	80%	80%	80%
<b>Endodontic Services</b> – root canals	80%	80%	80%
<b>Periodontic Services</b> – to treat gum disease	80%	80%	80%
<b>Oral Surgery Services</b> – extractions and dental surgery	80%	80%	80%
<b>Other Basic Services</b> – misc. services	80%	80%	80%
<b>Major Services</b>			
<b>Major Restorative Services</b> – crowns	70%	70%	70%
<b>Relines and Repairs</b> – to bridges, implants, and dentures	70%	70%	70%
<b>Prosthetic Services</b> – bridges, implants, and dentures	70%	70%	70%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> – braces	60%	60%	60%
<b>Orthodontic Age Limit</b> –	No Age Limit	No Age Limit	No Age Limit

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age



## APPENDIX I

19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.

- Four periapical and two occlusal X-rays are payable per calendar year.
- Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
- Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12-month period. Chairside relines and rebase of dentures are payable once in any calendar year. Lab relines and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** – \$3,000 per person total per Benefit Year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

**Deductible** – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

**Waiting Period** – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

**Eligible People** – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

# APPENDIX J

## MEMORANDUM OF UNDERSTANDING

### TWO-HOUR DELAY SCHEDULE

This Memorandum of Understanding (“MOU”) is entered into this 14th day of September, 2012 between the Wadsworth City School District Board of Education (“Board”) and the Wadsworth Education Support Personnel Association (“the Association”) regarding the establishment of a two hour delay under Article VI of the Negotiated Agreement between the Board and the Association. The language below shall be added to Article 6.09 – Calamity Days.

In the event of a delayed start or early release due to a District-wide or building calamity, bargaining unit members (with the exception of bus drivers and bus aides) are expected to report and work their regularly assigned hours at their regular rate of pay, unless directed otherwise. Bus drivers and bus aides will report per the delayed start (i.e., two hours after the normal time). The affected members may be required to perform work within their respective job classifications and/or receive in-service or training opportunities during those work hours.

Bargaining unit members will not be reprimanded if adverse weather conditions prevent them from reporting at the regularly scheduled time on days where there is a delayed start or early release of students. If a member is delayed in their arrival due to adverse weather the member shall make arrangements with his/her immediate supervisor to make up the missed time. Members who are directed not to report to work shall do so without any loss of pay.

In the event a delayed start turns into a District-wide calamity day, bargaining unit members who are sent home shall receive a minimum of two (2) hours pay at their regular hourly rate (straight time).

WADSWORTH BOARD OF EDUCATION

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Dale Fortner, Superintendent

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Date

WESPA

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JoNell Fox, President

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Date

## Consensus Statements

A consensus statement is a mutual agreement by the parties to faithfully execute an agreement, that while is not part of the ratified language is deemed to be essential to both parties and to their commitment moving forward.

### Consensus Statement: Technology – Communication with Students and Families/Social Media

During the negotiations process of 2017 the parties discussed the following:

Individuals today are deeply engaged in electronic forms of communication for their daily interactions with friends, family and their larger social networks. As educators, we too have turned to email, websites, blogs, text messaging, and use of social media websites such as Twitter, Facebook, and others to communicate with similar groups. Whereas these forms of communications are dynamic, mobile, and quickly reach their audience through technologies that have become an integral part of our online lives, they may, in many circumstances, *not meet the public and professional standards for communicating with students.*

The guidelines outlined in this Consensus Statement are designed to:

1. Protect the students, staff, and the District;
2. Raise awareness of acceptable ways to use electronic communication tools when communicating with students and families; and
3. Raise awareness of the positive and negative outcomes that may result in using these tools with students.

With these things in mind, the following guidelines have been established:

Electronic communication with students and families should always be **T**ransparent, **A**ccessible and **P**rofessional as defined below:

1. **The communication is transparent.** – ALL electronic communication between staff and students and families should be transparent. As a public-school district, we are expected to maintain openness, visibility and accountability with regards to all communications.
2. **The communication is accessible.** - ALL electronic communication between staff and students and families should be considered matter of public record, part of the District archives, and/or may be accessible by others, including law enforcement authorities, *even if the communication takes place on a personal device.*
3. **The communication is professional.** – **ALL** electronic communication from staff to student should be written as a professional representing Wadsworth City Schools. This includes word choices, tone, grammar and subject matter that model the standards and integrity of our school district. Staff members should always choose words that are courteous, conscientious, and generally businesslike in manner.

If your communication meets all three of the criteria above, then it is likely that the methods of communicating with students that you are choosing are appropriate and acceptable.

## ACCEPTABLE COMMUNICATIONS METHODS

**Progress Book** - Teachers will be able to communicate directly with students and parents regarding information related to real-time grades, attendance, comments, assignments, and much more right from their grade books.

**District Email** - Use of District email is always a very appropriate way to communicate directly with students and parents for school-related information. District email provides the staff member with a record of the communication. For this reason, only the district-provided email system should be used.

**School Websites** - The use of these District-provided tools is strongly encouraged. Their accessibility is ubiquitous and their content is highly transparent.

**MOODLE, GOOGLE CLASSROOM, (or similar websites)** - With Moodle, Google Classrooms and other similar websites, teachers can provide some of the same types of communication that commercial social media websites provide while also providing access to your curriculum beyond your classroom walls. These sites allow for effective online learning by supporting online discussions, secure chat rooms, online delivery of assessments, and the sharing of documents, images and other media, all in a secure, password protected environment housed entirely on District equipment. All of the content is backed up and directly accessible. Unlike Facebook, such websites meet all three of the TAP criteria detailed above.

## LESS ACCEPTABLE COMMUNICATION METHODS

**Text Messaging** - Nearly every student has a cell phone today and use of text messaging is rising sharply. This form of communication is typically between individuals and highly personal. If a teacher/coach/sponsor plans to use texting for immediate and urgent contact with students/team members, they must be *transparent* about such use. He/she must make parents aware at the beginning of the school year or season that he/she may use texting to communicate with students. If the teacher/coach/sponsor is using his/her personal cell phone, parents will have the opportunity to opt their child/children out of receiving text messages from the teacher/coach/sponsor.

*Staff members should be aware that text messaging between a staff member and an individual student can easily be misinterpreted by a student, parent, district personnel, or the police. Since texting is such a quick and convenient way of communication, a simple message may lead to an extended texting conversation that can get “off topic”.*

When texting a Wadsworth student/s while the bargaining unit member is performing job related duties as an employee of the District an app, such as Remind, should be used so that the staff members personal cell-phone number doesn't appear. Such apps also allow for appropriate safe guards to be set up for the texting

conversations that must occur (hours permitted, ability for the recipient to respond to, or initiate, a conversation, etc.)

The Board will explore the purchase of mobile phones, to be used on field trips by teachers.

## **UNACCEPTABLE COMMUNICATIONS METHODS**

**Non-District Email Accounts** – Bargaining unit members/Coaches should never use personal email accounts to communicate with students about school matters.

**Online Games and Related Activities** – While many people enjoy a variety of gaming systems (Wii, Xbox, etc.) and recreational websites that allow them to compete with others through the Internet, it is recommended that no staff member will knowingly engage in online games or related activities with students who the bargaining unit member only has contact as a result of his/her employment with the District.

## **USING SOCIAL MEDIA SITES (FACEBOOK, TWITTER, INSTAGRAM, ETC.)**

Staff members who are presently using Social Media sites to communicate with friends, family and their personal networks, should ensure that their privacy settings are set to “Only Friends.” If the “Friends of Friends” or “Networks and Friends” settings are used, staff members open their content to a much larger group of people, including students and parents.

Teachers should use common sense and good judgment when interacting/communicating with Wadsworth students on social media sites. The wall between the role of a public educator and personal friendships with students should always be visible and strongly communicated.

## **Wadsworth City School District Board of Education Policies, Administrative Guidelines and the Licensure Code of Professional Conduct for Ohio Educators**

Staff members are reminded that there are a number of [Wadsworth City School District Board of Education policies and administrative guidelines](#) that address appropriate communication with parents and students. In addition, staff members are reminded that the Ohio Department of Education’s [Licensure Code of Professional Conduct for Ohio Educators](#) contains guidance on appropriate communications and relationships with students.

## **Consensus Statement on Pre-Employment Drug Testing**

The concept of pre-employment drug testing for bargaining unit positions was discussed during collective bargaining in February **and March** of 2017. Both the Wadsworth Education Association and the Wadsworth Educational Support Personnel Association have stated that the issue does not need to be collectively bargained because the individual/s under consideration for drug testing are not current members of either bargaining unit. It is understood the Wadsworth City School District Board of Education may decide to move forward with pre-employment drug testing for bargaining unit positions under the understanding contained within this consensus statement.

It is recognized that applicants for any bargaining unit position/s may be subject to drug testing after they are offered a job, but before their employment has commenced, with the Board of Education.

If the initial drug screening shows a confirmed positive result for which there is no current physicians prescription, a second confirming drug test will be required by the Board.

If a second confirmed positive result is returned, any job offer, even if employment with the Board has begun, will be revoked by the Board of Education.

This pre-employment drug testing in no way impacts bargaining unit members of either bargaining unit employed prior to July 1, 2017.

This consensus statement does not apply to current or future transportation employees in relation to state and/or federal requirements for drug and alcohol testing of CDL license holders, as detailed in Wadsworth City School District Board of Education Policy 4162, Drug and Alcohol Testing of CDL License Holders.

**CONSENSUS STATEMENT**  
**PRESERVATION OF FAIR SHARE FEE LANGUAGE**

**This is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31, 585 U.S. (2018)* and will not be implemented, but is preserved should the law change in future years.**

5.01 F Fair Share Fee

1. Right to Fair Share Fee
  - a. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about January 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- c. Schedule of Fair Share Fee Deductions

- 1) Payroll deduction of such annual Fair Share Fees shall begin at the first pay date of February except that no Fair Share Fee deductions shall be made for members employed after January 1 until the second paycheck, which period shall be the required probationary period of newly employed members.

- 2) Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

d. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each month.

e. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

f. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

g. Indemnification of Employer

- 1) If an employee files an action to contest payment of the service fee, the Board shall pay the money into an escrow account pending resolution of the suit.
- 2) The Association on behalf of its members and the OEA and NEA agrees to indemnify the Board, including each of its members, officers, employees and agents in both their individual and official capacities, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - (a) The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;
  - (b) The Association shall reserve the right to designate counsel to represent and defend the Board;
  - (c) The Board agrees to (i) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (ii) permit the Association or its affiliates to intervene as

a party if it so desires, and/or (iii) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

- (d) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.
- (e) In the event the Board elects to choose its own counsel, the Association shall have no obligation to reimburse the Board for attorney fees. However, the Association shall still be obligated to reimburse the Board for any judgment against it if a Court finds that the collection of the service fee or the rebate procedure or application of it was unlawful.

#### Consensus Statement on Mentor/Shadowing

Whenever possible, the Board and Association agree that offering an employee new to a position the opportunity to shadow an employee currently in the said position and/or to be provided with a mentor is best practice and is desired.