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# **MASTER AGREEMENT**

**Between**

**The West Branch Board of Education**

**and**

**The West Branch**

**Classified Employees Association**

**July 1, 2022 - June 30, 2025**

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## **PREAMBLE**

WHEREAS, the West Branch Classified Employees Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "WBCEA," and the Board of Education of the West Branch Local School District, hereinafter referred to as the "Board," following extended and deliberate good faith negotiation with respect to salaries, hours, working conditions, and other matters of concern, have reached certain understandings which the parties desire to confirm in this Agreement, it is hereby agreed as follows:

## **ARTICLE I. RECOGNITION AND DEFINITIONS**

### **1.01 Statement of Recognition**

Pursuant to the provisions of Ohio Revised Code ("R.C.") Chapter 4117, the WBCEA shall be the sole and exclusive negotiating representative for the bargaining unit of employees defined in Section 1.02 below as employed or hereafter employed by the Board.

### **1.02 Bargaining Unit Defined**

The bargaining unit of employees represented by WBCEA shall be defined as follows:

**INCLUSIONS:** All classified personnel employed by the Board including: All regularly employed mechanics, computer technicians, bus drivers, bus drivers/on-board instructors, transportation aides, custodians, cafeteria and lunchroom employees, cafeteria and playground aides, cafeteria cashiers, library aides, nurse aides, secretaries, and teacher aides.

**EXCLUSIONS:** All certificated employees, maintenance supervisor, transportation supervisor, cafeteria supervisor, athletic director, technology supervisor, secretaries to the Superintendent, and Treasurer's Office staff.

### **1.03 Definitions**

The terms listed below, when used in this Agreement, shall be defined as follows:

#### **1.31 Employee:**

Any employee in the bargaining unit defined in Section 1.02 of this Agreement.

#### **1.32 Full-Time Employee:**

An employee who is regularly scheduled to work twenty-five (25) or more hours per work week.

1.33 **Part-Time Employee:**

An employee who is regularly scheduled to work fewer than twenty-five (25) hours per work week.

1.34 **Day:**

A calendar day.

1.35 **Workday:**

A day on which an employee is scheduled to report for work.

1.36 **Immediate Supervisor:**

The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by WBCEA.

1.37 **Superintendent:**

The Superintendent of the West Branch Local School District or his/her designated representative.

1.38 **WBCEA:**

The West Branch Classified Employees Association.

1.39 **Board:**

The Board of Education of the West Branch Local School District.

1.0310 **Seniority:**

Seniority is determined according to the employee's length of continuing service as a bargaining unit member commencing with the first day worked in a bargaining unit position after successful completion of his/her probationary period. Authorized leaves of absence shall not constitute a break in continuing service, but time spent on such leaves is not included in the determination of length of service.

If the seniority of two (2) or more employees is equal, the date of the Board meeting at which the Board acted upon their employment, in a bargaining unit position, will be used to determine seniority. If the seniority of two (2) or more people were equal but for an approved leave of absence, the date of the Board meeting at which the Board acted upon their employment will be used to determine seniority. If a tie still exists, the employee with the longest service in

any regular employment position with the Board will have greater seniority and then the employee whose name appears first in the official Board minutes of the meeting where both employees were hired. By October 15, the Board shall present to the WBCEA an updated seniority list. The seniority list will also be posted at all job sites, i.e., the school office for each building and the bus garage.

**1.0311 WBCEA President:**

The president of WBCEA or his/her designated representative.

**1.0312 Just Cause:**

For purposes of unpaid suspension and termination, just cause shall be subject to the requirements of R.C. 3319.081.

## **ARTICLE II. NEGOTIATIONS PROCEDURE**

**2.01 Initiation of Negotiations**

A written request for negotiation may be submitted by the WBCEA President to the Superintendent or by the Superintendent to the President of the WBCEA no later than ninety

(90) days before the date of expiration of this Agreement. The parties shall meet within ten (10) work days of such request, unless the parties agree mutually to meet at a later date.

**2.02 Negotiations Agenda**

Not later than the first negotiation session, each Party shall present to the other written proposals of all items to be negotiated. After submission of the negotiations proposals, an item may be submitted for negotiation only upon mutual agreement of the Board and the WBCEA President.

**2.03 Negotiation Teams**

Representation shall be limited to a total of twelve (12) representatives. Up to six (6) representatives shall be designated by the Board and up to six (6) representatives shall be designated by the WBCEA President. A spokesperson will be designated by each party at the start of the negotiations.

**2.04 Meetings**

Negotiation meetings shall be held in closed session at a mutually agreeable time and place, but will not be scheduled during the normal workday, except when it is mutually agreed that meetings take place during the work day.

2.05 Authority

The negotiation representatives of each party shall be clothed with all necessary authority to make proposals, consider proposals, make counter-proposals, and reach tentative agreement on all matters under negotiation subject only to final ratification by the Board and WBCEA.

2.06 Impasse Procedure

If agreement is not reached on a successor contract within forty-five (45) days of the initial meeting, impasse may be declared by either party. Upon declaration of impasse, a request shall be made to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator to assist the parties in reaching agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter. The parties shall share equally any costs charged by FMCS.

2.07 Ratification

This Agreement shall be ratified by the WBCEA within fifteen (15) days of the final meeting and by the Board at its next meeting. Upon such ratification, two (2) copies of the final agreement shall be signed by the representatives of each party, one (1) copy to be kept by the WBCEA President and one (1) copy to be kept by the Board.

2.08 Employee Relations Meetings

An Employee-Administrator Committee consisting of not more than three (3) employees and three (3) administrators may meet on a bi-monthly basis during the school year to discuss matters of concern. These meetings will not be for the purpose of reviewing or discussing this Agreement or for negotiations or to bypass the grievance procedure. Each party will submit to the other, three (3) working days prior to the meeting, an agenda of the matters it wishes to discuss. Meetings may be cancelled when neither party has submitted an agenda, or by mutual agreement. Meetings will be postponed if either party is unable to meet at the scheduled time.

2.09 Effect of Negotiations Procedural Agreement

The negotiations procedural agreement set forth in Section 2.06 of this Article is the result of the parties' negotiations and is their complete agreement as to the conduct of negotiations and the resolution of any dispute concerning negotiations pursuant to R.C. 4117.14. The parties intend that this procedure shall supersede the procedures in said Revised Code Section including the impasse procedures set forth herein, which constitute the parties' mutually agreed upon dispute settlement procedure and replaces R.C. 4117.14 (C).

## **ARTICLE III. GRIEVANCE PROCEDURE**

### **3.01 Definition**

A grievance is a claim by an employee or the WBCEA that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

### **3.02 Step 1: Informal Procedure**

An employee who believes that the basis exists for a grievance shall discuss the grievance with his/her immediate supervisor informally within twenty (20) work days of the occurrence with the objective of resolving the grievance informally.

### **3.03 Step 2**

If the informal discussion in Step 1 does not effect a satisfactory disposition of the grievance, the WBCEA President or designee may submit the grievance in writing to the immediate supervisor within five (5) work days of the Step 1 meeting. The immediate supervisor shall arrange for a meeting with WBCEA President or designee to take place within five (5) work days after receipt of the grievance. The immediate supervisor shall provide the WBCEA with his/her written disposition of the grievance within five (5) work days after the conclusion of the meeting.

### **3.04 Step 3**

If the disposition of the grievance by the immediate supervisor is not acceptable, or if the disposition is not provided within the time limits, the WBCEA President or designee may submit the grievance to the Superintendent within five (5) work days after the receipt of the disposition of the immediate supervisor or within eight (8) work days after the meeting in Step 2, whichever is later. The Superintendent shall arrange for a meeting with the WBCEA President or designee to take place within five (5) work days of receipt of the grievance. The Superintendent shall provide a written disposition of the grievance to the WBCEA within three (3) work days of the meeting.

### **3.05 Step 4**

If the written response from the Superintendent does not resolve the grievance, the WBCEA and the Board shall request the assistance of the FMCS and the assignment of a mediator to provide grievance mediation services.

### **3.06 Step 5**

If the disposition of the grievance, as a result of mediation, is not acceptable, the WBCEA President or designee shall submit a request for arbitration to the FMCS. A copy of the request shall be provided to the Board within fifteen (15) work days.

The arbitrator shall be selected from a list supplied by the FMCS. All procedures relative to arbitration shall be according to the Rules and Regulations of the FMCS.

3.07 **Step 5 - Arbitration**

3.71 **Decision of Arbitrator**

The decision of the arbitrator shall be final and binding unless challenged by either party in the courts under R.C. Chapter 2711.

3.72 **Costs of Arbitration**

Each Party shall bear the full cost of its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be borne equally between the parties.

3.73 **Transcripts**

Should either party desire a transcript of the arbitration proceedings, that party shall bear the full cost for the transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

3.74 **Authority of the Arbitrator**

The authority of the arbitrator shall be limited to the interpretation and application of a specific provision(s) of the contract. The arbitrator shall have no power to add to, subtract from or modify any of the contract terms or to decide any matter not specifically provided by the contract and/or submitted by the parties.

3.08 **Time Limits**

The time limits set forth in this procedure may be extended only by mutual agreement of the parties. The parties agree that every reasonable effort will be made to expedite the grievance process.

3.09 **Expedition of Grievances**

If the WBCEA President and the Superintendent agree, Steps 1, 2, and 3 of the Grievance Procedure may be by-passed and the grievance brought directly at Step 4. Class grievances involving more than one supervisor, and grievances involving an administrator above the principal supervisory level may be filed by the WBCEA President with the administrator who has the authority to resolve the grievance.

3.10 **Record Keeping**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.11 Rights to Representation

Either party shall have the opportunity to have a representative of its choosing present at any level of the grievance procedure. If either party requests the attendance of a representative at a meeting, the other party should be so informed in writing at least three (3) workdays in advance so as to provide ample opportunity for that party to arrange for representation. The WBCEA President or designee may be present at any level of the grievance process.

3.12 Attendance at Grievance Meetings

An employee whose presence is required at any grievance meeting described in this Article shall be made available for such meeting without loss of pay or leave. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit shall be extended to such time that such person(s) can be present. To the extent possible, grievance meetings will be scheduled during the grievant's and WBCEA President or designated representative's non-working hours so as not to interfere with the regular workday.

3.13 Protected Activity

An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.

3.14 Resolution After Agreement Expiration

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## **ARTICLE IV. WBCEA RIGHTS**

4.01 WBCEA Payroll Deductions

The Board shall provide payroll deductions for the payments of WBCEA membership dues in accordance with the following:

4.11 Authorization

Employees shall submit a written authorization for payroll deductions on a form provided by the WBCEA to the Treasurer at least two (2) weeks prior to October 1 of any year the employee begins payroll deductions under this Agreement. Unless revoked or changed in accordance with the procedures contained herein, an authorization will continue from year to year.

4.12 Payment Installments

Authorized payroll deductions will be made in twenty (20) equal installments beginning with the first paycheck in October.

4.13 Remittance of Dues

Within five (5) work days following the completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the WBCEA Treasurer in check form made payable to WBCEA, together with a report showing the names of the employees for whom deductions were made and the amount of the deduction. The remittance, at WBCEA's option, may be made available for pickup at the Board office by designated WBCEA representatives or sent to the WBCEA by U.S. mail. At least two (2) weeks prior to October 1 of each year, the WBCEA will notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the WBCEA President or Treasurer.

4.14 Additional Memberships

An employee who wishes to add WBCEA membership dues deduction may do so in September of any year. All authorization cards must be submitted to the Treasurer at least two (2) weeks prior to October 1 of each year.

4.15 Indemnification

The WBCEA does indemnify and holds harmless the Board and the Treasurer against any claims that may arise out of or are in any way related to the deductions made in accordance with these provisions.

4.16 Dues Changes

The WBCEA shall give written notice to the Board Treasurer of any change in the amount of deduction at least ten (10) workdays before the end of the payroll period for which such change is to be effective. No changes will be made in the amount of deduction unless additional authorization cards are obtained from employees who wish to change the amount of deduction.

4.02 WBCEA Meetings

The WBCEA shall be allowed to hold meetings on District property at all reasonable times and places, provided that such meetings shall not disrupt normal school operations. Members who are scheduled for second shift shall be allowed one hour release time to attend a maximum of three (3) meetings a year.

4.03 Mail Service/Mailboxes

The WBCEA shall be allowed use of the Board mail service, including employee mailboxes, for WBCEA communications to and from employees. The WBCEA shall be provided a mailbox at the work location of the WBCEA President or his/her designee.

4.04 Bulletin Boards

The WBCEA shall be allowed to post notices and other information regarding WBCEA activities and concerns at each work site in the same location as employee mailboxes as well as on a bulletin board designated for exclusive use by WBCEA.

4.05 Facilities/Equipment

The WBCEA shall be allowed to use school facilities and equipment, including, but not limited to, copying and printing technology, calculating and computing machines, audio-visual equipment, and word/data processing equipment at all reasonable times when such items are not otherwise in school use.

4.06 Board Meetings

The WBCEA shall appear on the agenda of regular Board meetings and shall be recognized during Board meetings to speak on issues under consideration.

4.07 WBCEA Reports

The WBCEA shall be allowed, upon request by WBCEA Unit Representatives, to present brief reports and announcements during staff meetings.

4.08 Membership Identification

WBCEA members shall be allowed to wear and otherwise display pins or other identification of membership in WBCEA.

4.09 WBCEA Business on District Property

Duly authorized representatives of the WBCEA and its respective affiliates shall be permitted to transact official WBCEA business on district property at all reasonable times, provided that such activity shall not interfere with nor disrupt normal work assignments.

4.10 Public Address/Intercom Systems

Duly authorized WBCEA representatives shall be allowed to present brief announcements regarding official WBCEA business by use of any public address/intercom system available at each work location.

4.11 Board Agenda/Minutes

The WBCEA President may access a copy of the agenda of each Board meeting in advance of the scheduled meeting on the Board's website. Said agenda shall include all attachments. The WBCEA shall be placed on all Board agendas. The WBCEA President will be notified of special meetings of the Board.

4.12 Bargaining Unit Roster

The WBCEA shall be provided a current bargaining unit roster annually by September 1. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's name, home address, home telephone, and work location.

4.13 Health & Safety

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or likely to cause accident, injury, or illness to employees. The Board's Occupational, Safety and Health program shall comply with the requirements of the program elements of the Department of Labor Regulations. All work areas shall be properly ventilated.

## ARTICLE V. EMPLOYMENT CONDITIONS

5.01 Work Hours and Lunch Period

Full-time employees will not be required to work more than five (5) consecutive work days in a calendar week to accumulate forty (40) work hours. Any hours in pay status in excess of forty (40) hours in a work week will be paid at the rate of time and one-half (1.5) or, if authorized by the Superintendent, in compensatory time equal to one and one-half (1.5) hours of compensatory time for each hour worked. All accumulated compensatory time will be paid by June 30 of each school year.

Nothing in this Article shall prevent the Board from establishing a work week of less than forty (40) hours.

Each full-time employee who works five (5) hours consecutively is entitled to a one-half (.5) hour lunch period which may be used intermittently.

5.02 Work Year

The following work year contract length parameters/minimums may be reduced for employees not on a two hundred sixty (260) day contract in years (i.e., "school year employees") when non-student days are added to the calendar (for example when professional development days are approved and/or should the Board determine to shorten the school year following excessive calamity days, etc.).

1. Twelve-month custodians and bus mechanics shall have a minimum of two hundred fifty (250) working days and twelve (12) paid holidays for a total minimum of two hundred sixty (260) days.
2. The ten-month Middle School secretary shall have a minimum of two hundred ten (210) working days and six (6) paid holidays for a total minimum of two hundred sixteen (216) days. Ten (10) of the work days will be scheduled before and/or after the student school year in consultation with the building principal.
3. Twelve-month secretaries shall have a minimum of two hundred fifty (250) work days and shall be paid for twelve(12) holidays for a total minimum of two hundred sixty (260) days.
4. Ten-month secretaries shall have a minimum of one hundred ninety (190) working days and six (6) paid holidays for a total minimum of one hundred ninety-six (196) days. Ten (10) of the work days will be scheduled before and/or after the student school year in consultation with the building principal.
5. The head cook and cook's helper shall work the same number of days as the student calendar plus four (4) additional work days with six (6) paid holidays.
6. Aides and Cashiers shall work the same number of days as the student calendar, plus one additional work day with six (6) paid holidays.
7. Bus drivers shall work the same number of days as the student calendar plus three (3) additional work days with six (6) paid holidays.

5.03 Tools for Position

5.31 Providing Equipment

Tools, equipment, and supplies shall be provided for each position requiring them. Tools shall be kept in a safe place and the employee shall be responsible for replacement of those lost or broken through misuse.

5.32 Ventilation

All work areas shall be properly ventilated.

5.33 Uniforms

The Board shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of bus mechanics' uniforms.

5.04 Employee Orientation and Training

5.41 Job Descriptions

A new employee will receive a copy of a job description and the West Branch School District guidelines, as those documents are developed and finalized.

All other employees, including new cooks, will receive the state mandated training or whatever training is necessary as determined by the Administration, to perform assigned job duties. The training will take place during regular work hours by a supervisor, administrator, or designee designated by the Superintendent.

5.42 Facilities

Any time that a school building is used for authorized and approved activities open to the public, the Board shall mandate a custodian is to be on the premises. For any group using the kitchen, the Board shall mandate a head cook or cook's helper is on the premises. Any employee so assigned shall be accessible to the outside group and shall see that the school facilities are properly used. If no employee in the three (3) classifications agrees to work, the Board may go outside the bargaining unit to assign the work.

## ARTICLE VI. EMPLOYMENT PRACTICES

6.01 Job Classifications

All bargaining unit positions shall be assigned to one of the following job classifications: custodian, head cook, cook's helper, aide, cashier, secretary, computer technician, bus driver, and mechanic.

6.02 Job Descriptions

A copy of the job description of each classification within the bargaining unit shall be provided to the WBCEA President. A copy of the respective job description shall be provided to each new employee at the time of first employment.

It is solely the right of the Board to create new positions and classifications within the bargaining unit, the job descriptions for such positions and classifications, and to modify each existing job description as needed.

The WBCEA President or designee shall be provided information and rationale about proposed job description changes and shall have input into proposed job description changes prior to final adoption by the Board.

6.03 Vacancies

After an employee who holds a bargaining unit position leaves the employment of the Board, or accepts an assignment to another position with the Board, or when the Board creates a new bargaining unit position, and the Board determines that a full time or part time vacancy exists, it shall fill the vacancy with the most competent, capable, and qualified candidate available.

6.031 Posting

All vacancies which have not been filled by reassignment or transfer shall be posted, as they occur, on the District's website and sent to employees via electronic mail, for a minimum of five (5) workdays. The notice of vacancy shall include the general qualifications, date of vacancy and procedures for applying. During the summer months when school is not in regular session, notice of vacancies shall be electronically mailed to employees not on duty.

6.032 Applying

Employees who desire to apply for the vacancy shall file their application, in writing, with the Superintendent or designee within the time limit specified in the notice. Any employee who applies is guaranteed an interview.

6.033 Consideration of Applicants

Applications will be accepted from within and outside the School District. Employees meeting the qualifications of the job posting shall be interviewed before outside candidates are interviewed. Vacancies shall be given to qualified candidates in the same job classification before other qualified candidates who are currently employed by the Board and/or outside applicants.

6.034 Length of Vacancy

After a vacancy, as determined in Section 6.03, has been posted as established in 6.031, it will be filled by hiring a regular employee within sixty (60) days.

6.035 Probationary Period

An employee new to the system shall have a sixty (60) work day probationary period. Dismissal prior to expiration of the probationary period shall not be subject to the grievance procedure. Any current employee who fills a vacancy shall have a thirty

(30) work day probationary period. If administration is not satisfied with the employee's performance, the employee shall be reassigned to their previous position without loss of seniority. This reassignment may not be made unless the supervisor has spent time working with the employee in attempting to correct any deficiencies.

#### 6.036 Waiver of Vacancy

The posting of vacancies shall be waived for any position that becomes vacant within two weeks of the opening of school with the board being able to fill the vacancy after posting for two (2) working days.

#### 6.04 Certificated and Promotional Positions

Employees will be considered for vacancies in certificated or promotional positions before non-Board personnel are considered.

#### 6.05 Assignment, Transfer and Additional Hours

A transfer shall be the assignment or reassignment of an employee to a different work location, job classification, or a different shift. The assignment and transfer of employees shall be made in accordance with the needs of the School District by the Superintendent. Prior to a change in work location, classification or shift which is intended as a permanent transfer/reassignment and notification to the affected employee, the Superintendent and the Supervisor shall meet with the Association President to discuss the change and possible alternative solutions. The employee shall be notified forty-eight (48) hours prior to the transfer and will be given reasons for the transfer. Notification will include new assignment location, shift, change in classification (if applicable) and reason for transfer. A meeting with the Superintendent shall occur prior to a final decision on transfer.

Should the need arise for an employee to work additional hours above the contract hours, the employee will be asked. This applies in the need for overtime or for short term substituting. The employee shall have the option to say no to substituting, except in the case of a cook's helper who can be subject to short or long-term substitute assignments in which case he or she shall be paid at the applicable head cook rate.

In the assignment of overtime hours, regular employees in that classification in that building shall be asked first. If coverage is not secured within the building in that classification, overtime opportunities will be offered to volunteers in that classification from a District wide seniority rotation list. Such list will be developed from interested volunteers by July 1, which will be updated quarterly. Failure of an employee on the volunteer list to be readily available for calls to work overtime will allow the supervisor to move down the list and place the unavailable employee at the bottom of the rotation list.<sup>1</sup> Refusal of four (4) overtime opportunities will result in removal of the employee from the volunteer rotation list until the next quarter.

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<sup>1</sup> The parties agree that the scheduling of overtime must be done in an efficient manner. As such, the phrase "readily available" means that a volunteer on the list agrees to be on call. For "same day" and/or short notice overtime needs, the supervisor has no obligation to assign overtime to any employee who does not respond to an overtime inquiry within fifteen (15) minutes and the supervisor retains the right to secure other coverage. In all other circumstances, employees must respond within eight (8) hours to secure the requested overtime opportunity. In the absence of

decisions which are arbitrary or capricious, overtime assignment determinations are not subject to the grievance procedure.

#### **6.06 Employee Evaluation**

Employees shall be evaluated annually by the appropriate administrator and/or supervisor designated by the Superintendent. The employee shall be notified of their evaluator by September 30 with the evaluation to occur prior to May 30 of each year the employee is scheduled for evaluation.

The appropriate administrator and/or supervisor shall discuss the evaluation with the employee. The employee shall sign the evaluation and shall be given a copy of such evaluation at the time of the evaluation.

The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.

The employee shall have the right to respond to the evaluation within fifteen (15) calendar days. The employee's written response will be placed in the employee's personnel file.

#### **6.07 Employee Discipline**

For purposes of this article, discipline shall be defined as having two levels. For purposes unpaid suspension or termination, just cause shall be subject to the requirements of R.C. 3319.081.

##### **6.71 Level 1:**

For those incidents to which R.C. 3319.081 applies, the procedures for discipline to be followed are as set forth in the statute.

##### **6.72 Level 2:**

For those incidents and discipline which are outside the scope of R.C. 3319.081, the supervisor shall follow the principles of progressive discipline, with oral warning given prior to written warning except for offenses of a serious nature where an oral warning would not be commensurate with the seriousness of the offense.

##### **6.73 Suspension or Discharge**

Offenses of a serious nature may justify unpaid suspension or discharge, under Level 1 and the provisions of R.C. 3319.081, without regard to previous reprimand or discipline.

##### **6.74 Investigatory Meeting**

If the discipline to be imposed is under Level 1 and the provisions of R.C. 3319.081, the Superintendent or designee shall meet with the employee and, if the

employee requests, the WBCEA President or designee. At the meeting, the Superintendent shall provide:

- (a) Written or oral notice of the charges against the employee;
- (b) An explanation of the evidence supporting the charges; and
- (c) An opportunity for the employee to respond to the charges.

6.75 **Suspension**

If an employee poses a serious danger to persons or Board property, the Superintendent or designee may suspend an employee without pay for up to three (3) work days pending the meeting described in Section 6.074 above.

6.76 **Grieving Discipline**

Level 1 discipline is not subject to the grievance procedure.

6.77 **Discipline Effects on Nonrenewal**

Nothing in this Article restricts the Board's right to non-renew the limited contracts of employees as provided in R.C. 3319.081.

6.78 **Community Complaint Procedure Concerning A Bargaining Unit Member**

Any complaint arising from the bargaining unit member's performance of duties as an employee of the Board shall not become a part of the bargaining unit member's personnel file without the following steps:

1. A complaint concerning a unit member(s) must be submitted in writing to the Principal/Supervisor. The Principal/Supervisor shall give a copy to the unit member(s) within five (5) working days of receipt.
2. A meeting involving the bargaining unit member, the Principal/Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet with the bargaining unit member and the Principal/Supervisor, or in the alternative, solely with the Principal/Supervisor, within thirty (30) days, no further action will be taken and the complaint will be destroyed. The Principal/Supervisor will take all reasonable steps to encourage the complainant to meet with the affected bargaining unit member before advancing the complaint to the next level.
3. If the complainant is not satisfied with the Principal's/Supervisor's disposition of the complaint, the Principal/Supervisor shall attach a

statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent within five (5) working days. The bargaining unit member may attach his/her own statement to the complaint.

4. The complainant may appeal the complaint to the Superintendent within five (5) working days of the Principal's/Supervisor's decision. The Superintendent will hold a hearing in which the participants shall include the involved bargaining unit member and his/her immediate supervisor. The complaining party may be present if the party desires.
5. If the complainant or bargaining unit member is dissatisfied with the Superintendent's disposition of the complaint the matter may be appealed to the Board who shall hold a hearing in private during an official meeting, and then rule on the matter in public session. The decision of the Board shall be final.
6. In each of the steps above, a bargaining unit member may be accompanied by an Association Representative.
7. Parents or members of the public who wish to file a complaint will be provided with a copy of this procedure.

**6.79 Representation:**

Each employee shall have the opportunity to be accompanied by a representative at a preliminary meeting which could lead to disciplinary action. The WBCEA President or designee shall be notified of any preliminary meeting and shall have the right to be present.

An investigatory meeting refers to any meeting with the Superintendent or designee during which the employee's misconduct is investigated.

1. An employee who intends to exercise this right shall inform the Superintendent or designee in advance of his or her intention to be accompanied by a representative.
2. It is not the intent of the parties that this provision shall apply where circumstances warrant a warning or the service of an immediate written reprimand or other disciplinary action.
3. The administrator shall have the right to a representative of his or her choosing at such meeting.

4. 6.0794 A copy of any discipline administered to an employee shall be sent to the Association president.

**6.08 Personnel Files**

The examination and maintenance of employees' personnel files shall be pursuant to the Ohio Public Records Act and the Ohio Privacy Act.

**6.09 Medical Examination**

Any medical examination required of a bus driver or mechanic subsequent to employment will be provided by a Board approved physician at no cost to the employee.

**6.10 Field Trips**

**6.101 Selection of Field Trips**

Every two (2) weeks, beginning with the second Friday in August, a list of field trips scheduled for the following two (2) weeks will be available mid-week in the bus garage.

Drivers desiring trips should report at the designated time to the Transportation Office.

Drivers desiring to take field trips may also make their desire known in writing by prioritizing their choices, signing the sheet and giving it to either a Field Trip Committee member or the Supervisor. When their turn comes up in rotation, their written choices will be considered the same as if they were in attendance at the meeting. Holidays or any other trips when school is not in session will be offered in the previous week's selection.

If a driver fails to attend the meeting either in person or by proxy and his/her turn comes up in rotation, it shall be considered a "bye" and he/she will not be eligible until his/her name comes around in rotation.

Seniority prevailing, first choice of trips at the first trip meeting is given to the driver at the top of the seniority list. The next driver on the seniority list has second choice and on down the seniority list until all trips are selected. At the next field trip meeting, the first choice of field trips goes to the driver in the next seniority slot from the last field trip assigned.

This rotation will continue from the top of the seniority list to the bottom for all consecutive meetings. All day trips (overnight trips excluded) requiring more than one (1) van shall be offered to bus drivers in the bargaining unit.

**6.102 Cancellation of Field Trip**

If the Board cancels an assigned field trip, the driver shall be offered the next available field trip, but will not be moved out of his/her proper placement in the seniority list. Once a driver accepts an "add on" run, he/she will not be offered a second "add on" run until the rotation is complete. An "add on" run is a trip that occurs after the scheduled field trip meeting and before the next scheduled field trip meeting.

**6.103 Reassignment of Field Trip**

Should a driver return two (2) trips in any semester, he/she will automatically be eliminated from the roster for the remainder of that semester. Drivers unable to meet their scheduled field trip obligation due to an authorized absence for the day will not be charged with a return. An authorized absence shall be defined as an absence while on a Board approved leave or an absence due to an emergency that arises after the start of the morning route. When a driver is unable to make a trip for any reason, he/she shall notify the supervisor of the need for reassignment of that trip to another driver at least (48) hours in advance of said trip, if possible. Every effort shall be made to assign that trip to the next three (3) drivers in rotation, and only then be offered to another driver or substitute. The same procedure shall apply to last minute scheduling of trips. Refusal of these offerings will not constitute elimination from the roster. If a driver is not able to be at the field trip assignment meeting, he/she may put their name on a piece of paper, date it, and prioritize their choices. If their turn comes up and the trip is available, they can have it.

**6.104 Field Trip Pay**

The field trip rate for regular drivers shall be their regular hourly rate for all time worked with a minimum compensation of two (2) hours.

**6.105 Priority of Regular Route**

A regularly assigned driver or other contracted employee may not choose to drive a field trip rather than his/her regularly assigned route or regularly assigned duties if the field trip schedule interferes with his/her regular bus route/duties. The exceptions are trips of extended length or duration or unusual circumstances as determined by the supervisor/administration, and/or Superintendent assignment. A driver shall not be offered or accept a field trip while on a personal day. A driver who has another driving obligation through the bidding procedure, cannot choose to take off from that obligation to substitute on another route or field trip.

**6.106 Field Trip Review Committee**

A Field Trip Review Committee shall be established by September 1st. (The previous year's Committee will handle any situations arising prior to then.) The

Committee shall consist of two (2) Association Drivers and the Transportation Supervisor. The purpose of the Committee will be to review and assess on any problems that arise concerning Field Trips and their Drivers, and are to be consulted for all school year trips and all trips during the summer recess.

**6.107 Driving of Field Trips**

Regular, full-time bus drivers will be given first opportunity to take field or athletic trips which occur at times that do not interfere with their regularly assigned routes. Field trips that occur at times when regular drivers are on assigned routes or trips that were not requested by regular drivers at the Field Trip Meeting may be driven by substitutes. Any properly licensed teacher, coach or advisor may drive any and all trips that do not require the use of more than one (1) school van, except commencing from May 15 through August 31, when the District may utilize up to two (2) vans. In addition, the District may utilize up to two (2) vans for no more than twenty (20) special events with notice to the Association President during the period from September 1 through May 15. In the event that the twenty (20) special events are exhausted, the Association President will be consulted for further permission.

**6.108 Filling Summer Positions**

Any qualified employee who loses regularly scheduled hours shall be given priority by seniority in filling any summer or newly created summer positions within their classification.

Any qualified employee who loses regularly scheduled hours shall be given priority by seniority before outside hires in filling any summer or newly created summer positions outside their classification.

**6.109 Cameras**

Cameras may be used on buses and/or on school grounds on an as needed basis. A video made on the bus may be viewed by one or all of the following: the driver, the transportation supervisor, the principal, and/or the Superintendent. With the approval of the Superintendent, the video may be viewed by the parent if their child has been disciplined because of the video. The video shall be used to corroborate the driver's recollection of any given incident. The driver is not responsible for any accidental damage to the camera, however, intentional tampering with a camera or video will be subject to disciplinary action. The video shall not be used for evaluations of members of the bargaining unit.

**6.1010 Pre-School Substitute Route Coverage**

At the beginning of each semester, the transportation supervisor shall offer substitute driving opportunities initially among regular staff. Those wishing to substitute shall sign up on a separate sheet and shall be offered driving

opportunities on a rotating basis starting with the most senior first driver. A driver scheduled to drive a field/athletic trip but chooses to drive a Pre-school route instead will be charged with a return trip.

## **ARTICLE VII. LEAVES, HOLIDAYS, AND VACATIONS**

### **7.01 Sick Leave**

An employee unable to work because of personal illness, injury, illness or death of a member of the employee's immediate family, or exposure to a contagious disease which could be communicated to others, shall be granted sick leave without loss of pay in accordance with the provisions below.

#### **7.11 Accumulation**

Sick leave will be earned by full-time employees at the rate of one and one-fourth (1- 1/4) days per month of employment or fifteen (15) days per year. A new full-time employee shall be credited, in advance, with five (5) days of sick leave immediately upon approval of employment by the Board. If the employee uses all or part of the five (5) days of sick leave credit and terminated employment before such sick leave has actually accrued, the employee shall reimburse the Board for the sick leave used but not earned. All sick leave accumulated previously in public employment in Ohio shall be credited to any employee as permitted by law. Regular part-time employees shall accumulate sick leave credit equal to the time actually worked at the same rate as that granted full-time employees. Unused sick leave shall be cumulative to two hundred fifty-five (255) days.

#### **7.12 Sick Leave Conversion Formula**

A formula will be used to convert sick leave when an employee has a different job where the hours are increased or decreased. The formula will be: the total accumulated days times the number of hours in the current work day, the product of which is divided by the number of hours in the new work day, which will then equal the number of sick days on the different hourly job.

#### **7.13 Immediate Family**

Members of the bargaining unit member's immediate family shall include spouse, children, grandchildren, mother, father, mother-in-law, father-in-law, brothers, sisters, brother-in-law, sister-in-law, grandparents, uncles, aunts, daughter-in-law, son-in- law, any person standing in the same relationship with the bargaining unit member as those listed above and anyone living in the household excluding boarder or renters.

#### **7.14 Use of Sick Leave**

Bargaining unit members must utilize the District's automated system for sick leave.

1. An employee may be required to furnish a satisfactory affidavit that his absence was due to illness.
2. All medical and dental appointments, hospital and laboratory tests, x-ray and diagnostic services, shall be covered solely by the sick leave. Employees should schedule these outside of the regular work day whenever possible.
3. An employee absence exceeding five (5) days consecutively may require a doctor's verification.
4. Falsification of a statement to justify sick leave is grounds for suspension or termination of employment under R.C. 3319.081.
5. An employee shall be allowed the use of sick leave in one-half (1/2) day increments, when feasible.

#### **7.15 Family Medical Leave Act**

All provisions of the "Family Medical Leave Act of 1993" shall be incorporated into this Agreement. For purposes of this section, the "12-month period" shall be defined as the "12-month period measured forward from the date the employee's first FMLA leave begins." A bargaining unit member shall be entitled to twelve (12) weeks of FMLA leave during the 12-month period beginning on the first date that Family and Medical Leave is taken. A subsequent 12-month period for a bargaining unit member shall commence the first time Family and Medical Leave is taken after the completion of any previous 12-month period.

#### **7.02 Personal Leave (Paid)**

Each employee shall be granted three (3) non-accumulative personal days per school year for responsibilities that cannot be assumed outside the employee's regular work hours. Employees who have one hundred fifty (150) sick days accumulated at the beginning of the school year shall be granted one (1) additional day. Employees who have two hundred fifty- five (255) sick days accumulated at the beginning of the school year shall be granted two (2) additional days. These additional two (2) days shall not be reimbursed. Should an employee be granted an additional personal day, they will be permitted to use one of their three (3) non accumulative personal days as unrestricted. Employees shall be permitted to use one day of personal leave in one-half day increments. Employees must utilize the District's automated system for personal leave.

7.024 Personal Leave Requests

All days of personal leave shall require the approval of the Superintendent or his/her designee.

1. Any personal leave request granted post facto shall be granted by the Superintendent in an emergency situation.
2. Requests for approval of personal leave shall be made to the Superintendent at least seventy-two (72) hours prior to the requested day(s), except in the case of an emergency.
3. In case of emergency use of personal leave, the bargaining unit member shall contact the Superintendent in person or via phone for emergency approval.
4. Personal leave may not be used in less than one-half day increments.

7.21 Reasons for Leave

Personal leave shall be approved for the following reasons:

- (a) family obligations;
- (b) legal;
- (c) financial;
- (d) religious;
- (e) other (final decision made by Superintendent)

7.22 Restrictions

Personal leave will not be granted by the Superintendent either the day before or the day after a vacation or holiday, or extended weekend, nor will it be granted the final two (2) weeks of the school year or contract year except with prior approval of the Superintendent. Employees' absence from school for causes not mentioned under personal leave or sick leave, will not be approved by the Superintendent, nor paid by the Treasurer of the Board. An automatic reduction in pay will be made for all absences except sick leave either the day before or the day after a vacation or holiday. No extension of a paid holiday or vacation period, or extended weekend can be made through the use of personal leave. A request for personal leave will be denied if the leave is in collaboration with the other. Personal leave days may not be used in conjunction with days docked due to absences without authorized leave ("dock days"). Nothing herein shall be interpreted as providing any employee with a right to unpaid dock days and employees are required either to be in attendance or on authorized leave at all times.

7.23 No more than two (2) employees per job classification may take personal leave on any specific day.

7.03 Leaves of Absence Without Pay

7.31 Entitlement to Leave

The Board will consider requests for leave of absence without pay on a case-by-case basis due to illness, disability, child care, military, and other reasons in accordance with R.C. 3319.13.

It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

7.32 Terms of Leave

A leave of absence, if granted, may be granted up to one (1) school year without pay. In order to be reinstated, an employee who is on a leave of absence must notify the Superintendent before April 15 of his or her intent as to employment for the following school year.

7.33 Reinstatement

Upon the employee's return to service, the employee shall be reinstated to his or her former position provided that the employee is capable of meeting the requirements of the position.

7.34 Assignment on Return

Approval of a leave of absence without pay does not guarantee return of an employee to a specific assignment or building. A leave of absence without pay shall not be counted as a year of service credit for salary schedule placement.

7.35 COBRA

The employee shall have all rights under Cobra.

7.36 Provisions of the Reduction-in-Force

Any employee on an unpaid leave of absence shall be subject to all provisions of the Reduction In Force section.

7.04 Jury Duty/Court Leave

1. Any bargaining unit member who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon verification to the Treasurer that such service was rendered by the bargaining unit member. A bargaining unit member receiving notice to appear for jury duty shall notify the Superintendent as far in advance of the absence as possible, utilizing the automated system.
2. If a bargaining unit member is subpoenaed to serve as a witness in a court action arising from his/her employment with the District, or where the member is not named as plaintiff or defendant, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to a bargaining unit member filing suit against the Board, or against one or more of its employees. A bargaining unit member receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the automated system.

3. Bargaining unit members will be released with pay to participate in arbitration hearings held in conjunction with Article III. The Board and Administration will cooperate in scheduling of witnesses to provide for the least disruption of the educational process.

#### 7.05 Military Leave

Any employee who has left or leaves the employ of the Board for the purpose of entering on extended active duty in the armed services of the United States or the auxiliaries thereof, and within eight (8) weeks enters such service and who has returned, or returns from such service with an honorable discharge or certificate of service, shall be reemployed by the Board under the same type of contract as that which he or she last held, if such employee applies, within ninety (90) days after such discharge to the Board for reemployment.

Upon application for re-employment, the employee shall be reemployed at the first of the next school semester, if such application is made not less than thirty (30) days prior to the first of such next school semester, in which case such employee shall be reemployed the first of the following school semester, unless the Board waives the requirement for such thirty (30) day period.

For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services of the United States or the auxiliaries thereof, shall not exceed four (4) and shall be counted as though school service had been performed during such time.

#### 7.06 Holidays

1. Twelve-month employees shall have twelve (12) paid holidays: Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day and Independence Day, Christmas Eve, Presidents' Day, Good Friday, and Juneteenth.
2. Eleven-month employees shall have the same twelve (12) paid holidays as twelve- month employees.
3. All other employees shall have six (6) paid holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.
4. Any employee on an approved paid leave before or after a holiday shall be paid for the leave and the holiday pay.

#### 7.07 Self-Improvement Leave

An employee may be granted by the Superintendent, with Board approval, a maximum of three (3) days per year for purposes of self-improvement in the employee's job classification. Such approval must be granted prior to the employee's attendance at a workshop, conference,

training program, or other similar function designed for purpose of self-improvement in the employee's job classification.

Prior to the approval of the Superintendent and Board, the employee also must obtain approval from the building principal or appropriate department supervisor and a satisfactory substitute must be available. Such requests must be made at least two (2) weeks in advance to the appropriate building principal or appropriate department supervisor. Once approved by the building principal or appropriate department supervisor, the request will be submitted to the Superintendent, who upon approval will submit it to the Board.

**7.08 Association Leave**

The WBCEA officers or representatives shall be granted leave by the Superintendent to attend the OEA convention, OEA and/or Association in-service meetings. Such request must be made in writing on the appropriate form two (2) weeks in advance. No more than two (2) employees shall be on such leave at any time. No more than one (1) employee within a classification may use such leave at any one time. This leave shall be limited to a maximum of five (5) days.

**7.09 Assault Leave**

1. The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee will be granted up to twenty (20) working days assault leave. Thereafter, absence will be deducted from the employee's sick leave.
2. Assault leave may not be granted under this policy unless the employee in question:
  - (a) Has a signed, written statement on forms provided by the Board, justifying the granting and use of assault leave.
  - (b) Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  - (c) Agrees to file a police report against the person or persons involved.
3. Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.
4. Assault leave shall not be charged against any sick leave earned or earnable by the employee.

## 7.10 Vacation

### 7.101 Vacation Accumulation and Accrual

Full-time employees in service for not less than eleven (11) months in each calendar year shall be entitled, during each year while continuing in the employ of the Board, to vacation leave with full pay for a minimum of two (2) calendar weeks and one (1) day, excluding legal holidays. Full-time employees in service for not less than eleven

(11) months in each calendar year and continuing in the employ of the Board for ten

(10) or more years of service, shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks and one (1) day, excluding legal holidays.

Full-time employees in service for not less than eleven (11) months in each calendar year and continuing in the employ of the Board for twenty (20) or more years of service, shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks and one (1) day, excluding legal holidays. Every July 1, vacation is accrued for the previous year. If an employee has not completed a full year of service at that time, vacation is prorated by the number of months worked by June 30.

### 7.102 Unused Vacation Time

Any unused vacation days up to a maximum of ten (10) days per contract year shall be paid at the employees per diem rate at the end of the contract year. This shall be paid prior to new year's allocation by the 2<sup>nd</sup> pay in July of the new year.

### 7.103 Vacation Leave Request

1. Request for approval of vacation leave shall be made to the Building Principal or Supervisor at least seventy-two (72) hours prior to the requested day(s), except in the case of emergency.
2. In case of emergency use of vacation leave, the bargaining unit member shall contact the Superintendent in person or via phone for emergency approval.
3. Vacation leave may not be used in less than one-half day increments.

### 7.104 Use of Vacation Time

1. All 12 month employees shall have the right to take up to ten (10) days of their vacation during the school calendar year, with no more than 5 consecutive days at one time, providing the following conditions are met:
  - A. A minimum advance notice of two (2) weeks is given, submitted in writing to the building administrator or supervisor for his/her approval.
  - B. During the school year there can be no more than two (2) employees per classification off during the same time period. If three (3) or more employees request vacation for the same week, the employees with the greatest system seniority will be granted that week. The Superintendent, at his/her discretion, may permit more than two (2) employees to take vacation during the same time during the school year.

2. Twelve (12) month employees shall not take more than two (2) consecutive weeks of vacation at one time in a one (1) month time frame.

#### 7.105 Vacation Conversion Formula

A formula will be used to convert vacation days when an employee has a different job when the hours are increased or decreased. The formula will be: the total accumulated days times the number of hours in the new work day, the product of which is divided by the number of hours in the new work day, which will then equal the number of vacation days on the different hourly job.

#### 7.11 Attendance Incentive

All employees with unused personal leave day(s) at the end of a school year shall be entitled to convert each unused personal leave day to a cash payment of one hundred dollars (\$100.00) payable in the last pay in June (maximum payment is \$300.00). An additional one hundred dollars (\$100.00) payment shall be made to all bargaining unit members who use no sick leave in any school year.

#### 7.12 Emergency School Closing/Calamity Days

For the first five (5) calamity days, twelve (12) month employees will not be required to report to work. If such employees work during any of the first five (5) calamity days, they will be paid at their regular pay for hours worked in addition to their normal pay (i.e., double time). Beginning with the sixth (6th) calamity day, these employees will receive regular (straight) pay only on such days. In addition:

1. Unless previously scheduled, vacation days or personal leave may not be used on calamity days except in emergency circumstances.

2. On calamity days, these employees may be released early or told not to report to work in the sole discretion of his/her supervisor. In such circumstances, the employee will receive full pay for their scheduled day at the appropriate rate as set forth above (i.e., time and a half during the first five (5) days; regular pay thereafter).

For the first five (5) calamity days, those employees in the bargaining unit who are not twelve

(12) month employees are not required to report for work and shall have the day off with regular pay. Should a non-twelve (12) month employee be asked to report to work on any calamity day, they shall be paid their regular rate for the day plus an additional regular rate for all hours actually worked (i.e., double time). If such an employee is specifically called into work on a calamity day, the employee shall be guaranteed not less than two (2) hours work at double time.

#### **7.121 Leave Not Deducted**

When schools are closed officially by the Superintendent because of an emergency, no leave days arranged previously by an employee shall be deducted for such emergency days.

#### **7.122 Make-Up Days**

Make-up days for days of emergency school closing shall be scheduled by the Board. On any "make-up" school days as determined by the Board, all non-twelve (12) month employees will work without compensation (i.e., having already been paid) for their regularly scheduled work day.

#### **7.13 Working Conditions**

Employees will not leave their assigned job location during working hours except in the case of an emergency or school related business. In such an instance, they shall contact the Supervisor/Building Principal. If the Supervisor/Building Principal are unavailable, the employee shall leave a voicemail message with the Supervisor stating the reason for leaving and the time.

#### **7.14 Tuition Free**

As a benefit of employment, for those bargaining unit members whose children live outside the District, their children may attend the West Branch Schools under the Board's open enrollment policy and such application shall be given preference for acceptance. Once enrolled, a staff members' student shall not be removed except for reasons related to student misconduct.

## **ARTICLE VIII. COMPENSATION AND FRINGE BENEFITS**

### **8.01 Pay Schedules**

#### **8.11 Pay Increases**

There will be a base salary increase of two percent (2%) in the first year of the negotiated agreement, an increase of zero percent (2%) in the second year and an increase of 2% in the third year of the negotiated agreement. Should the WBEA receive an increase in the 2022 – 2023 school year, the WBCEA will receive the same increase. (July 1, 2022 through June 30, 2025)

8.12 In addition, in each of the two years of this Agreement (2022 – 2023, 2023 - 2024 and 2024-2025), employees will receive compensation in the form of a cash stipend as follows:

- (a) Employees scheduled to work 8 hours per day -- \$500.00
- (b) Employees scheduled to work 25 – 39 hours per week -- \$350.00
- (c) Employees scheduled to work less than 25 hours per week -- \$250.00



West Branch Local Schools - Classified Salary Schedule  
2022-2023- 2% + \$1.00 for Aides

Secretaries/Cashiers			Aides			Nurse Aide/Special Needs			Cooks Helper		
100	1.0000	13.05	1100	1.0000	11.51	1500	1.0000	12.38	1300	0.8950	11.58
101	1.0210	13.32	1101	1.0210	11.75	1501	1.0210	12.64	1301	0.9160	11.85
102	1.0420	13.60	1102	1.0420	11.99	1502	1.0420	12.90	1302	0.9370	12.12
103	1.0630	13.87	1103	1.0630	12.24	1503	1.0630	13.16	1303	0.9580	12.40
104	1.0840	14.15	1104	1.0840	12.48	1504	1.0840	13.42	1304	0.9790	12.67
105	1.1050	14.42	1105	1.1050	12.72	1505	1.1050	13.68	1305	1.0000	12.94
106	1.1260	14.69	1106	1.1260	12.96	1506	1.1260	13.94	1306	1.0210	13.21
107	1.1470	14.97	1107	1.1470	13.20	1507	1.1470	14.20	1307	1.0420	13.48
108	1.1680	15.24	1108	1.1680	13.44	1508	1.1680	14.46	1308	1.0630	13.76
109	1.1890	15.52	1109	1.1890	13.69	1509	1.1890	14.72	1309	1.0840	14.03
115	1.1890	15.52	1115	1.1890	13.69	1510	1.1890	14.72	1310	1.1050	14.30
120	1.1890	15.52	1120	1.1890	13.69	1511	1.1890	14.72	1311	1.1260	14.57
199	1.1890	15.52	1199	1.1890	13.69	1512	1.1890	14.72	1399	1.1260	14.57

Head Cook			Custodians			Bus Drivers			Bus Mechanics/IT Tech.		
1400	0.8950	13.08	700	1.0000	14.73	1000	1.0000	15.53	900	1.0000	16.43
1401	0.9160	13.39	701	1.0210	15.04	1001	1.0210	15.86	901	1.0210	16.78
1402	0.9370	13.70	702	1.0420	15.35	1002	1.0420	16.18	902	1.0420	17.12
1403	0.9580	14.01	703	1.0630	15.66	1003	1.0630	16.51	903	1.0630	17.47
1404	0.9790	14.31	704	1.0840	15.97	1004	1.0840	16.83	904	1.0840	17.81
1405	1.0000	14.62	705	1.1050	16.28	1005	1.1050	17.16	905	1.1050	18.16
1406	1.0210	14.93	706	1.1260	16.59	1006	1.1260	17.49	906	1.1260	18.50
1407	1.0420	15.23	707	1.1470	16.90	1007	1.1470	17.81	907	1.1470	18.85
1408	1.0630	15.54	708	1.1680	17.20	1008	1.1680	18.14	908	1.1680	19.19
1409	1.0840	15.85	709	1.1890	17.51	1009	1.1890	18.47	909	1.1890	19.54
1410	1.1050	16.16	715	1.1890	17.51	1015	1.1890	18.47	915	1.1890	19.54
1411	1.1260	16.46	720	1.1890	17.51	1020	1.1890	18.47	920	1.1890	19.54
1499	1.1260	16.46	799	1.1890	17.51	1099	1.1890	18.47	999	1.1890	19.54



West Branch Local Schools - Classified Salary Schedule  
2023-2024-2%

Secretaries/Cashiers			Aides			Nurse Aide/Special Needs			Cooks Helper		
100	1.0000	13.31	1100	1.0000	11.74	1500	1.0000	12.63	1300	0.8950	11.81
101	1.0210	13.59	1101	1.0210	11.99	1501	1.0210	12.89	1301	0.9160	12.09
102	1.0420	13.87	1102	1.0420	12.23	1502	1.0420	13.16	1302	0.9370	12.37
103	1.0630	14.15	1103	1.0630	12.48	1503	1.0630	13.42	1303	0.9580	12.64
104	1.0840	14.43	1104	1.0840	12.73	1504	1.0840	13.69	1304	0.9790	12.92
105	1.1050	14.71	1105	1.1050	12.97	1505	1.1050	13.95	1305	1.0000	13.20
106	1.1260	14.99	1106	1.1260	13.22	1506	1.1260	14.22	1306	1.0210	13.48
107	1.1470	15.27	1107	1.1470	13.47	1507	1.1470	14.48	1307	1.0420	13.75
108	1.1680	15.55	1108	1.1680	13.71	1508	1.1680	14.75	1308	1.0630	14.03
109	1.1890	15.83	1109	1.1890	13.96	1509	1.1890	15.01	1309	1.0840	14.31
115	1.1890	15.83	1115	1.1890	13.96	1510	1.1890	15.01	1310	1.1050	14.58
120	1.1890	15.83	1120	1.1890	13.96	1511	1.1890	15.01	1311	1.1260	14.86
199	1.1890	15.83	1199	1.1890	13.96	1512	1.1890	15.01	1399	1.1260	14.86

Head Cook			Custodians			Bus Drivers			Bus Mechanics/IT Tech.		
1400	0.8950	13.35	700	1.0000	15.02	1000	1.0000	15.84	900	1.0000	16.76
1401	0.9160	13.66	701	1.0210	15.34	1001	1.0210	16.17	901	1.0210	17.11
1402	0.9370	13.97	702	1.0420	15.66	1002	1.0420	16.51	902	1.0420	17.46
1403	0.9580	14.29	703	1.0630	15.97	1003	1.0630	16.84	903	1.0630	17.81
1404	0.9790	14.60	704	1.0840	16.29	1004	1.0840	17.17	904	1.0840	18.17
1405	1.0000	14.91	705	1.1050	16.60	1005	1.1050	17.50	905	1.1050	18.52
1406	1.0210	15.23	706	1.1260	16.92	1006	1.1260	17.84	906	1.1260	18.87
1407	1.0420	15.54	707	1.1470	17.23	1007	1.1470	18.17	907	1.1470	19.22
1408	1.0630	15.85	708	1.1680	17.55	1008	1.1680	18.50	908	1.1680	19.57
1409	1.0840	16.17	709	1.1890	17.86	1009	1.1890	18.83	909	1.1890	19.93
1410	1.1050	16.48	715	1.1890	17.86	1015	1.1890	18.83	915	1.1890	19.93
1411	1.1260	16.79	720	1.1890	17.86	1020	1.1890	18.83	920	1.1890	19.93
1499	1.1260	16.79	799	1.1890	17.86	1099	1.1890	18.83	999	1.1890	19.93



West Branch Local Schools - Classified Salary Schedule  
2024-2025-2%

Secretaries/Cashiers			Aides			Nurse Aide/Special Needs			Cooks Helper		
100	<b>1.0000</b>	<b>13.58</b>	1100	<b>1.0000</b>	<b>11.97</b>	1500	<b>1.0000</b>	<b>12.88</b>	1300	0.8950	12.05
101	1.0210	13.86	1101	1.0210	12.23	1501	1.0210	13.15	1301	0.9160	12.33
102	1.0420	14.15	1102	1.0420	12.48	1502	1.0420	13.42	1302	0.9370	12.62
103	1.0630	14.43	1103	1.0630	12.73	1503	1.0630	13.69	1303	0.9580	12.90
104	1.0840	14.72	1104	1.0840	12.98	1504	1.0840	13.96	1304	0.9790	13.18
105	1.1050	15.00	1105	1.1050	13.23	1505	1.1050	14.24	1305	<b>1.0000</b>	<b>13.46</b>
106	1.1260	15.29	1106	1.1260	13.48	1506	1.1260	14.51	1306	1.0210	13.75
107	1.1470	15.57	1107	1.1470	13.74	1507	1.1470	14.78	1307	1.0420	14.03
108	1.1680	15.86	1108	1.1680	13.99	1508	1.1680	15.05	1308	1.0630	14.31
109	1.1890	16.14	1109	1.1890	14.24	1509	1.1890	15.32	1309	1.0840	14.59
115	1.1890	16.14	1115	1.1890	14.24	1510	1.1890	15.32	1310	1.1050	14.88
120	1.1890	16.14	1120	1.1890	14.24	1511	1.1890	15.32	1311	1.1260	15.16
199	1.1890	16.14	1199	1.1890	14.24	1512	1.1890	15.32	1399	1.1260	15.16
Head Cook			Custodians			Bus Drivers			Bus Mechanics/IT Tech.		
1400	0.8950	13.61	700	<b>1.0000</b>	<b>15.32</b>	1000	<b>1.0000</b>	<b>16.16</b>	900	<b>1.0000</b>	<b>17.10</b>
1401	0.9160	13.93	701	1.0210	15.64	1001	1.0210	16.50	901	1.0210	17.45
1402	0.9370	14.25	702	1.0420	15.96	1002	1.0420	16.84	902	1.0420	17.81
1403	0.9580	14.57	703	1.0630	16.29	1003	1.0630	17.17	903	1.0630	18.17
1404	0.9790	14.89	704	1.0840	16.61	1004	1.0840	17.51	904	1.0840	18.53
1405	<b>1.0000</b>	<b>15.21</b>	705	1.1050	16.93	1005	1.1050	17.85	905	1.1050	18.89
1406	1.0210	15.53	706	1.1260	17.25	1006	1.1260	18.19	906	1.1260	19.25
1407	1.0420	15.85	707	1.1470	17.57	1007	1.1470	18.53	907	1.1470	19.61
1408	1.0630	16.17	708	1.1680	17.89	1008	1.1680	18.87	908	1.1680	19.97
1409	1.0840	16.49	709	1.1890	18.22	1009	1.1890	19.21	909	1.1890	20.33
1410	1.1050	16.81	715	1.1890	18.22	1015	1.1890	19.21	915	1.1890	20.33
1411	1.1260	17.12	720	1.1890	18.22	1020	1.1890	19.21	920	1.1890	20.33
1499	1.1260	17.12	799	1.1890	18.22	1099	1.1890	19.21	999	1.1890	20.33

8.02 Experience Credit

8.21 Movement on Index

An employee who works twelve (12) months shall advance one step on the Salary Schedule of his or her classification on July 1 of each year worked, provided the employee has been on active payroll status for at least one hundred twenty (120) working days during the previous work year. In the case of employees whose work year is less than twelve (12) months, advancement on the Salary Schedule shall be at the beginning of the employee's succeeding work year. When an employee is transferred or promoted to a different classification, his or her new salary shall be calculated by finding the equal or next higher salary in the new classification. A cook's helper who moves to head cook shall be placed on the head cook's salary schedule with one (1) less year of experience.

8.22 Longevity

Any employee who has been employed for fifteen (15) to nineteen (19) consecutive years shall receive four hundred dollars (\$400.00) longevity pay per year.

Any employee who has been employed for twenty (20) to twenty-nine (29) consecutive years shall receive eight hundred dollars (\$800.00) longevity pay per year.

Any employee who has been employed for thirty (30) or more consecutive years shall receive one thousand two hundred dollars (\$1,200.00) longevity pay per year.

8.03 Expense Reimbursement/Payment

The Board shall reimburse employees for the use of his or her personal car in the conducting of approved school business at the current rate established by IRS. Other actual expenses incurred shall be reimbursed according to Board policy.

The Board shall pay the cost of training, workshops, or in-service required to maintain licensing/certification, and yearly before-school in-service meetings.



## 8.04 Pay Procedure

The regular wages of employees shall be paid through direct deposit in twenty-six (26) biweekly payments paid on every other Thursday. When the school calendar should result with pay day before the completion of two (2) full weeks of service, at the beginning of the school year, another pay will be added to bring the total to twenty-seven (27). When a payday falls on a holiday, paychecks will be issued on the day preceding the holiday, except when a payday would otherwise fall on January 1, in which case deposits will be made on the following day.

### 8.41 Payroll Deductions

Deductions shall be made from paychecks as required by law or upon the authorization of the employee for the following reasons:

1. Taxes
2. Retirement
3. Insurances
4. Credit Union
5. WBCEA, FCPE
6. Charitable Contributions
7. Annuities
8. Court ordered deductions

### 8.42 Payroll Errors

In the event of a payroll error resulting in an underpayment to an employee, the employee shall receive correct compensation upon written notice to the Treasurer, but in no event later than the next pay day following such notice. If the payroll error results in an overpayment to an employee, the employee shall be notified in writing of the error. The employee shall repay the amount of overpayment as mutually agreed between the employee and the Treasurer.

## 8.05 Insurance

### 8.51 Benefit Eligibility

An employee is eligible for Board paid medical insurance, life insurance, vision, and dental as provided in subsequent sections. For any forty (40) hour employee, the Board shall pay according to the payment options listed under the applicable coverage.

All other employees shall pay for medical and dental insurance on the following schedule.

Employees hired on or after July 1, 2006, who are regularly scheduled to work twenty five to thirty nine (25-39) hours per week - the Board shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the insurance premium subject to the provisions of the Affordable Care Act.

An employee who is scheduled to work less than twenty five (25) hours per week is not eligible for insurance.

Employees hired prior to July 1, 2006, who are scheduled to work at least three (3) hours per day, will remain eligible for benefits as if employed full time (40 hours per week).

**8.52 Hospitalization Plan**

1. Effective July 1, 2020, the only PPO program offered will be the Mahoning County School Employees Insurance Consortium Health Plan. Bargaining Unit members participating will contribute twelve and one-half percent (12.5%) of the cost of insurance premiums, including vision coverage, charged to the Board. A Prescription Drug Program will also be a part of the plan. Provisions required pursuant to the plan description and/or the provider, including but not limited to a provision for spousal exclusion, shall be applicable to all participants.
2. Spousal Coordination of Benefits (COB) – effective 7-1- 2020, an employee's spouse who is enrolled for coverage with the Board's health insurance program and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement medical and prescription drug insurance program for at least single coverage.

An employee's spouse who is covered by the Board's health insurance program and who is employed will be required to join his/her employer's insurance program for at least single coverage if such program is available at a monthly cost of three hundred forty-two dollars (\$342) or less.

3. A Summary of Benefits for Major Medical, Prescription Drugs, Dental and Vision is attached as Appendix C.
4. Subject to approval by the Internal Revenue Service (IRS), the Board will establish a comprehensive Section 125 Plan, at no cost to the bargaining unit members, to allow for non-taxable contributions as provided by law and to shelter all premium contributions for insurance plan participants.

8.53 Life Insurance

The Board of Education agrees to provide a forty thousand dollars (\$40,000) Group Life Insurance Policy for each of its regular employees as defined in Section 8.051 at one hundred percent (100%) Board paid. Employees will have the option to purchase, at their own cost, additional life insurance. (See schedule for part-time employees above.)

8.54 Dental Insurance

The Board of Education will pay eighty-seven and one-half percent (87.5%) of premiums for family and single employee dental insurance per month and the employee will pay twelve and one-half percent (12.5%) of premiums per month. (See schedule for part-time employees above.)

All provisions of the dental insurance contract shall be incorporated into the contract. The yearly maximum for Class I, II, and III expenses shall not be less than two thousand five hundred dollars (\$2,500) per year.

8.55 Vision Coverage

The Board shall pay eighty-seven and one-half percent (87.5%) of the cost of a vision insurance program offered by the Mahoning County Consortium.

8.56 Mail Order Drug Program

The co-pay portion of this coverage is as detailed in the Mahoning County School Consortium Summary of Coverage. A Prescription Drug Program will also be a part of the plan. Provisions required pursuant to the plan description and/or the provider including, but not limited to, a provision for spousal exclusion shall be applicable to all participants. After the second refill of a prescription drug, mail order refills are required.

8.06 Severance Pay

8.061 Severance Formula

At the time of retirement (receipt of first retirement check from SERS as the trigger mechanism), a bargaining unit member will receive severance pay according to this formula: one-third (1/3) of their unused accumulated sick leave not to exceed sixty

(60) days, with ten to nineteen (10-19) years in the West Branch System at the per diem rate of last day of employment. In the event of death of the bargaining unit member, the severance amount shall be paid to the bargaining unit member's estate.

Bargaining Unit Members with twenty or more (20+) years in the West Branch System: one-third (1/3) of their unused accumulated sick leave not to exceed sixty

five (65) days at per diem rate as per last day of employment. In the event of death of the bargaining unit member, the severance amount shall be paid to the bargaining unit member's estate.

Payment of a bargaining unit member's severance will be through the VOYA Special Pay Plan for those bargaining unit members who are fifty-five (55) or older at the time of retirement.

Any bargaining unit member who reaches and maintains the maximum sick leave accrual of two hundred fifty-five (255) days during the last five (5) years of employment prior to service retirement and who does not utilize (average) more than two (2) sick or personal leave days per year during such five year period, shall be paid for five (5) additional days, over and above severance amounts in paragraphs a. and

b. above, at the prevailing per diem rate or substitute rate of pay in effect at the time of service retirement whichever is greater.

Retirement relates to those bargaining unit members who have indicated an intent to retire and for which the Board has received an application for processing from STRS. Said retirement will be initiated no later than three (3) months after retirement from active service.

#### **8062. Elimination of Sick Leave Accrual**

Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the bargaining unit member at that time. Such payment shall be made only once to any bargaining unit member.

#### **8.07 Admission to School Events**

The West Branch Board encourages the attendance of the District bargaining unit member at all school functions. The Board will approve annually the issuance of a complimentary pass (plus a guest – family member) for all school functions (excludes dinner theatres or other functions with an extra cost/charge) by the central office to each District bargaining unit member for all school functions.

Bargaining unit members with more than twelve (12) years of service to the West Branch Local Schools shall receive a lifetime pass to all school functions upon retirement.

#### **8.08 Supplemental Pay Positions**

Supplemental pay positions shall be awarded according to law.

#### **8.09 Wage Garnishment**

The wages of an employee shall not be garnished except as provided by law.

## **ARTICLE IX. RETIREMENT: SERS PICK-UP**

### **9.01 Board Contribution**

In addition to the required employer contribution to SERS, the Board will, as a condition of employment, contribute an amount equal to each employee's contribution in lieu of such payment to such employee (pick-up). Such amount contributed by the Board to SERS on behalf of the employee shall be treated as a mandatory salary reduction otherwise payable to the employee.

### **9.02 Uniform Application**

The Board's payment (pick-up) of the employee's mandatory SERS contribution shall apply uniformly to all employees and no employee shall have the option to elect a salary increase or other benefit in lieu of this payment.

### **9.03 Effective Date**

The SERS pick-up shall become effective as of the date this Agreement is ratified.

### **9.04 Income Reported**

For purposes of federal and state income tax, the Board shall report the employee's gross total calendar yearly earnings amount less the required employer contribution. For purposes of municipal income tax, the Board shall report the employee's gross income from the wage and salary schedule.

## **ARTICLE X. REDUCTION IN FORCE**

When the Board determines that the nonteaching work force shall be reduced for decreased enrollment of pupils, return to duty of regular employee after leave of absence, suspension of schools or territorial changes affecting the district, or for financial reasons, the following procedures shall apply.

### **10.01 Notice to WBCEA**

Before any reduction in force may occur, the WBCEA President shall be notified in writing by the Superintendent of the intended layoff, the positions to be affected, and the effective date of the layoff. Such notice shall be provided at least thirty (30) calendar days before the effective date of layoff. The Association shall have the right to address the Board at the meeting that the Board intends to take official action.

## **10.02 Notice to Employee**

An employee to be laid off shall be notified, in writing, at least fifteen (15) calendar days prior to the effective date of the layoff.

## **10.03 Layoff**

### **10.31 Order of Layoff**

An employee who holds a position that is to be reduced has the right to bump the least senior employee in the same classification. If the classification has different amounts of hours per week or weeks per year worked, the more senior employee may bump the least senior employee in the next lower hours per week, or next lower weeks per year position.

### **10.32 Bumping Into Another Classification**

If the reduced employee or bumped employee has worked in another job classification in the previous three (3) years, they may bump the least senior member in that classification who has less seniority than the reduced employee. If the classification has different amount of hours per week, or weeks per year worked, the more senior reduced employee may bump the least senior in the next lower hours per week or next lower weeks per year position.

### **10.33 Rebidding of Positions**

If more than two (2) positions in a classification are to be reduced, all remaining positions will be listed, and shall be bid on, with the most senior bidding first until all positions are filled.

### **10.34 Aides for Students with Special Needs**

An employee who holds a position as Aide for Students with Special Needs positions may be immediately reduced by the Board when a disabled student or students to whom an Aide for Students with Special Needs is assigned, cease to attend in the District, graduate, are deemed no longer in need of individual assistance per the IEP team, or are otherwise unavailable to access such services. The reduction in force provisions in of the Agreement are modified with respect to the position of Aide for Students with Special Needs to the extent that an Aide for Students with Special Needs so displaced may not automatically displace the least senior Aide for Students with Special Needs. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious. Aides for Students with Special Needs who decline to bump into another Aide position for Students with Special Needs and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in the reduction in force provisions of this Agreement.

Other employees within the Aides classification who might otherwise bump downward into the position of Aide for Students with Special Needs pursuant to or those otherwise eligible employees from another classification series who have worked in the Aides classification in the past may not automatically bump the least senior Aide for Students with Special Needs. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious. Otherwise eligible employees who decline to bump into an Aide for Students with Special Needs position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees under the reduction in force provisions of this Agreement.

#### 10.04 Recall

An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification the employee held at the time of layoff. The order of recall shall be in inverse order of layoff within each classification. Notice of recall shall be sent by certified mail to the last address provided by the employee to the Treasurer. The period of recall shall continue for one (1) year from the date of layoff.

An employee shall remain eligible for recall unless (a) the time limit for right of recall has expired, or (b) she or he resigns, or (c) the employee accepts or declines recall to the same classification from which the employee was laid off with the same number of hours, or (d) the employee fails to respond to recall within ten (10) calendar days of receipt of attempt of delivery to the employee's residence.

Upon return to service, the employee shall be credited with all back seniority. However, the period of layoff shall not be counted within that earned seniority total. Experience credit will not be granted for the period of layoff.

#### 10.04 Fringe Benefits During Layoff

The employee shall have all rights under COBRA.

### **ARTICLE XI. NO STRIKES AND LOCKOUTS**

The WBCEA and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment of or interference with work or operations in or about the Board's premises, nor shall they honor any picket line or strike activity by other employees or by persons not employed by the Board during the life of this Agreement. Any employees engaging in a strike or other conduct violative of the provisions of this article shall be subject to disciplinary action which in the sole discretion of the Board can be but is not limited to their discharge. The Board agrees that there will be no lockout.

## **ARTICLE XII. MANAGEMENT RIGHTS**

Except as may be limited by the express written terms of this Agreement, the Board maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations, and rules as it may deem necessary, in such manner as the Board shall determine. The Board's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit; and
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

## **ARTICLE XIII. EMPLOYMENT OF RETIRED CLASSIFIED PERSONNEL**

1. During the term of this agreement, the Board is authorized to fill any classified vacancy with an employee previously retired from the West Branch Local Schools.
2. For purposes of salary schedule placement, a previously retired employee, hereinafter "West Branch Retiree" ("WBR") will be placed on the salary grid at Step 3 at the time of rehire. WBRs will be considered to have no seniority and will not accrue seniority during a term of post-retirement service. The parties fully intend that this provision will supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to provisions of R.C. Chapter 3319.

3. Except as provided in Section 13.04 below, WBRs will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
4. WBRs who are eligible for service retirement and who provide written notice of retirement by April 1 of the year of service retirement shall, upon request, be hired by the Board under a two (2) year limited contract. Such contract will otherwise be subject to the provisions of this Article and will expire without notice of non-renewal at the end of the two (2) year period. No performance evaluations shall be required. WBRs who fail to provide notice of retirement by April 1 but who subsequently retire and seek re-employment with the Board will be treated as any other applicant for purposes of post-retirement employment.
5. After expiration of the initial two (2) year contract, WBRs may be re-employed from year to year under limitations described in this Article, with Board approval, but shall not be eligible for continuing contract status.
6. For purposes of Article X, Reduction in Force, WBRs will not accrue seniority.
7. WBRs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
8. WBRs may participate in the District's hospitalization, dental, vision or other health insurance programs on the same terms as offered to all bargaining unit employees.
9. Except as described in Section 13.04, above, prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
10. WBRs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
11. WBRs shall be entitled to five (5) days of sick leave and one (1) day of personal leave.
12. The parties specifically agree that these provisions supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to R.C. Chapter 3319 and provisions of this negotiated agreement not specifically referenced herein.

WBCEA agrees to indemnify and hold the Board of Education harmless for any and all legal claims arising from the automatic rehire provision, if any, in Section 13.04 of this Article throughout the life of the negotiated agreement.

## **ARTICLE XIV. EFFECTS AND DURATION OF AGREEMENT**

### **14.01 Complete Agreement**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

### **14.02 Severability**

Should any provision or application of this provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted provision.

If, during the term of this Master Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education which requires the Board to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the effects of such terms or conditions within thirty (30) days.

### **14.03 Authority of Agreement**

This Agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

### **14.04 Nondiscrimination**

The Board shall not discriminate against any bargaining unit member on the basis of race, creed, color, religion, national origin, age, gender, disability or marital status.

### **14.05 Individual Contracts**

If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **14.06 Printing and Distribution**

The cost of printing the new collective bargaining agreement shall be shared equally between the West Branch Board of Education and the West Branch Classified Employees Association.

### **14.07 Duration**

This Agreement shall remain in full force and effect from July 1, 2020 until twelve

o'clock midnight, June 30, 2022.

This Agreement between the parties is entered into and attested to by representatives whose signatures appear below.

**FOR WBCEA:**

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President

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Chief Negotiator

---

Negotiator

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Negotiator

---

Negotiator

**FOR THE BOARD:**

---

President

---

Superintendent

---

Treasurer

---

Representative

---

Representative

**Aide Salary**

Raise base pay by \$1.00 plus percentage increase.

Salary increase 2% - 2% - 2%

FOR WBCEA:

Brain T. Baker  
President  
Gary Culic  
Chief Negotiator  
Ted M. Dennis  
Negotiator  
Misty Hughes  
Negotiator  
Sam Douglas  
Negotiator

FOR THE BOARD:

Nikki Kavagny  
President  
Derrick Cofield  
Superintendent  
Adrienne Fal  
Treasurer  
Alan Hawk  
Representative  
Bryan Hobbs  
Representative



**WEST BRANCH CLASSIFIED EMPLOYEES ASSOCIATION  
And  
WEST BRANCH BOARD OF EDUCATION**

**GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_

Work Location: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

A. Statement of Grievance, including the Articles/Section(s) violated, misinterpreted, or misapplied:

B. Relief Sought:

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Signature of Supervisor

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Signature of Grievant or  
Association  
Representative

---

**Date**

**Date**

**WEST BRANCH CLASSIFIED EMPLOYEES ASSOCIATION  
And  
WEST BRANCH BOARD OF EDUCATION**

**FIELD TRIP RATES**

NOTE: Field Trip rates are addressed in 6.104 on p. 19 of this agreement. It reads as follows:

**6.104 Field Trip Pay**

The field trip rate for regular drivers shall be their regular hourly rate for all time worked with a minimum compensation of two (2) hours.

**WEST BRANCH CLASSIFIED EMPLOYEES ASSOCIATION  
And  
WEST BRANCH BOARD OF EDUCATION**

**SUMMARY OF INSURANCE BENEFITS**

A summary of insurance benefits is available on the school district's web page or at the request of any employee by contacting the Payroll/Benefits administrator in the Treasurer's office.