

# **Master Agreement**

**between the**

**WOOSTER EDUCATION ASSOCIATION  
(SUPPORT STAFF)**

**and the**

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

**Effective  
October 1, 2022  
through  
September 30, 2025**

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

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

## **ARTICLE 200 - NEGOTIATIONS PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

**207**      **AGREEMENT (1991)**

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

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

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

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

**209**      **MODIFICATION (2009)**

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

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

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

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

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
  - D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
  - E. Suspend, discipline, demote, or discharge for just cause;
  - F. Layoff, transfer, assign, schedule, promote, or retain employees;
  - G. Determine the adequacy of the work force;
  - H. Determine the overall mission of the School District;
  - I. Effectively manage the work force; and
  - J. Take actions to carry out the mission of the School District as a governmental unit.
- 302** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, provided, however, that any decision on the part of the Board which would serve to privatize, subcontract or displace any part of the work force and which would affect the wages, hours, terms or conditions of employment of the bargaining unit members shall be the subject of immediate, mandatory bargaining.
- 303** The Board retains exclusive authority to adopt and implement policies and procedures as may be required by ORC 4167 or the lawful rules and regulations as enacted by a division created by the Occupational Safety and Health Act and the Public Employment Risk Reduction Advisory Commission.

## **ARTICLE 400 - INDIVIDUAL RIGHTS**

### **401 PERSONNEL FILES (2019)**

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

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

**402 CONTRACTS (2019)**

- A. All non-probationary bargaining unit members shall be granted a contract. All contracts and/or annual notices issued to bargaining unit members shall contain the bargaining unit member's job classification, basic hourly rate, anticipated number of regular hours per week, anticipated shifts to be worked, and anticipated days to be worked for the succeeding year.
- B. Any bargaining unit member who is scheduled to work above his/her regularly scheduled hours for a period of twenty (20) or more work days shall receive a revised annual notice reflecting the increased hours for the specified period of time.
- C. Bargaining unit members hired on or after July 1, 2019 shall be issued contracts consistent with R.C. 3319.081 and shall obtain continuing contract status consistent with that statute (i.e. one 1-year contract; upon renewal, up to three 2-year contracts; upon renewal, a continuing contract). Bargaining unit members hired prior to July 1, 2019 shall be issued contracts in the following sequence: one 1-year contract; upon renewal, one 2-year contract; upon renewal, a continuing contract.

**403 PROBATIONARY EMPLOYEES (1997)**

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

**404 DISCIPLINARY ACTIONS (2022)**

- A. Disciplinary actions shall include written verbal warning, written letter of reprimands, action plan, suspension, and termination of bargaining unit members. Discipline shall normally be

imposed on a progressive basis and may include repetition of an action without progressing to the next step. However, the parties recognize some offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

1. Written Verbal Warning will require a meeting with the employee, administration, and a representative of the bargaining unit member's choice. The written verbal warning will be signed by all parties. The signature by the employee represents receipt of the written verbal warning not that s/he necessarily agrees with the written verbal warning.
  2. Written Letter of Reprimand will require a meeting with the employee, administration, and a representative of the bargaining unit member's choice. The written letter of reprimand will be signed by all parties. The signature by the employee represents receipt of the written warning not that s/he necessarily agrees with the written warning.
  3. Action Plan to address area(s) of ongoing/repeated misconduct will require a meeting with the employee, administration, and a representative of the bargaining unit member's choice. The plan will be on the form in Appendix B signed by all parties. The signature by the employee represents receipt of the action plan not that s/he necessarily agrees with the written warning.
  4. Suspension
  5. Termination
- B. Disciplinary actions will be for just cause, except as provided for in Section 403, above.
- C. Reprimands and warnings may be issued by any supervisor. Only the Superintendent may suspend or recommend the termination of an employee.
- D. Verbal warnings are not disciplinary and, thus, not subject to Section 405, below. These may be issued by any supervisor employed by the District and may not be issued by any contracted services personnel.
- E. Neither administrators, management service personnel, nor bargaining unit members will use profanity or personally derogatory remarks when addressing one another.
- F. Disciplinary action taken by the Board shall not be arbitrary, capricious or unreasonable.
- G. Upon mutual agreement between the superintendent and the association president, a written verbal warning and a written letter of reprimand can be removed from a member's personnel file after two years upon the request of the affected member, provided the member has not received further discipline in the intervening two years.

#### **405 UNION REPRESENTATION (2012)**

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

**EVALUATION (2016)****A. Purposes and General Guidelines**

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

**B. The following bargaining unit members shall be evaluated:**

1. All probationary bargaining unit members following the completion of six (6) months of service;
2. All bargaining unit members in the second year of service to the District will be evaluated, including the evaluation conference by April 30 of that year;
3. All bargaining unit members who have requested an evaluation; and
4. After the completion of the second year of service, a bargaining unit member shall be evaluated every other year with the evaluation, including the evaluation conference, to be completed by April 30. Additional evaluations can occur if there is a dramatic change (either positive or negative) in their performance.
5. The evaluations listed in paragraphs B1 through B5, above, shall constitute minimums, but evaluations will not be done repetitively merely to harass a bargaining unit member.

C. Bargaining unit members who are in the bargaining unit and have quasi-supervisory responsibilities shall be requested to and may only provide input on an evaluation of a bargaining unit member who falls within their area of responsibility.

D. A bargaining unit member has the right to discuss the contents of an evaluation, with the possibility of changing the contents with the supervisor and subsequently with the appropriate Human Resource Administrator (i.e., Director of Business and Community Affairs, Director of Secondary Education and Director of Primary Education).

E. Within thirty (30) days following the evaluation conference for nonprobationary employees, any necessary remediation plan shall be provided.

**NOTIFICATION OF MESSAGES (1991)**

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

**408      PHYSICAL EXAMINATIONS (1997)**

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

**409      ABSTRACTS (1994)**

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

**410      EDUCATIONAL GROWTH (2022)**

- A.    When the Superintendent requires a bargaining unit member to attend a workshop, seminar, or other similar program, the Board shall pay registration, tuition, or such fees as required for the workshop, seminar, or program. Travel expenses will be reimbursed consistent with Board guidelines.
- B.    Bargaining unit members may apply to attend workshops, seminars, or other similar programs that relate to their employment responsibilities and, if approved for compensation, will have registration, tuition, or such fees as are required for the workshop, seminar, or program paid by the Board. Travel expenses will be reimbursed consistent with Board guidelines.
- C.    If a program is not attended by the bargaining unit member after registration fees have been paid, the member shall be responsible for reimbursing the Board for registration fees, as well as any costs incurred by the Board for the member's lodging, travel or meals.

A member who misses a program for a purpose set forth in Section 1001 shall not be responsible for reimbursement so long as the member provides documentation to support the use of sick leave. If the District has a Calamity Day of a Level 2, or the location of the program has declared a Level 2 emergency, the member shall not reimburse the District for missing the conference due to hazardous conditions. However, if the member has chosen to travel to the location the day before, they must attend the program or reimburse the District for the costs. If the program is virtual, the member is expected to attend regardless of weather or reimburse the District for the costs. The Board may waive reimbursement at the Board's discretion for other emergency situations. The bargaining unit member shall notify the District as soon as possible if the member will not be attending the program.

In order to receive reimbursement for program attendance, members must provide proof of attendance (i.e. certificate of attendance, conference agenda book, name tag from conference, personal notes from sessions, etc.).

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

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

**412**      **FIRST AID SUPPLIES (1994)**

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

**413**      **COMMUNICABLE DISEASES (2022)**

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

In the event of a communicable disease exposure at the workplace and a bargaining unit member is mandated by state or federal law to quarantine because of workplace exposure, the bargaining unit member will be placed on administrative paid leave during the period of mandatory quarantine and shall not be required to utilize his/her sick leave.

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

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

**415**      **COMPLAINTS (1994)**

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

**416**      **SMOKE FREE ENVIRONMENT (2006)**

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

**417**      **STUDENT TUITION WAIVER (1997)**

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

**418**      **NEPOTISM (1996)**

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

**419**      **INSERVICE (2009)**

- A.      The District will provide the equivalent of at least two (2) workdays for inservice training during each year. The Association will have the opportunity for input on the subject matter of

inservice. Inservices shall be employment related and should include training related to the performance in the job classification.

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

**420 JOB SHADOWING (2003)**

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

**421 TECHNOLOGY (2016)**

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

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

**422 MILEAGE RATE (2009)**

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

**423 GENERAL PROTECTIONS (2019)**

The Board of Education and the Association shall prohibit the application of any provision of this collective bargaining agreement, and the bullying, harassment of any kind, or any other act of discrimination, based upon the following classes. The Board shall further prohibit adverse employment actions and discriminatory creation and/or application of any Board policy based on the following classes:

- Age
- Race
- National Origin
- Disability
- Religion
- Sex
- Gender Identity
- Gender Expression
- Sexual Orientation
- Marital Status
- Military Status
- Union Membership

**424 STUDENT DISCIPLINE (2022)**

- A. When a bargaining unit member is no longer able to manage a discipline problem in the work area, the problem may be referred to a member of the building's administrative or intervention team and the bargaining unit member may remove the student from the work area if the student's presence poses a continuing danger to persons or property or a threat of disrupting the academic process. As soon as practicable after making such a removal, the bargaining unit member shall submit in writing to the principal the reasons for such removal. The Administration will communicate student disciplinary decisions to the referring bargaining unit member in a timely manner. The student shall only be reintegrated into the work area following the completion of the guidelines established in Section 414 E.
- B. If a pupil is removed under Section 414A from a curricular activity or from the school premises, written notice of a hearing and of the reason for the removal shall be given to the pupil as soon as practicable prior to the hearing, which shall be held on the next school day after the initial removal is ordered. The hearing shall be held in accordance with ORC 3313.66(A) unless it is probable that the pupil may be subject to expulsion, in which case a hearing in accordance with ORC 3313.66(B) shall be held, except that the hearing shall be held on the next school day after the date of the initial removal. The individual who ordered, caused, or requested the removal to be made shall be present at the hearing.

- C. If the superintendent or the principal reinstates a pupil in a curricular activity under the bargaining unit member's supervision prior to the hearing following a removal under this division, the bargaining unit member shall be given in writing the reasons for such reinstatement.
- D. Only the Administration may suspend or expel a pupil from school and the legal steps are established in the Ohio Revised Code.
- E. The principal, working cooperatively with classified staff and the building and/or district PBIS Committee, will develop guidelines for bargaining unit members regarding sending pupils to the office, appropriate de-escalation and work area reintegration for the student, and the disposition of related problems. These guidelines will be reviewed with the building staff at Convocation Day or the first workday for staff as identified in the School Calendar.
- F. Alternative placements, suspensions or expulsions shall be provided.
- G. Building secretaries will not perform the duties of an in-school suspension monitor.
- H. The District Labor Management Committee shall review requests for assignments of behavioral aides on bus routes and aides will be provided when the LMC determines data support the need for an aide.
- I. If an emergency removal and/or reintegration of a student occurs during a curricular or extra-curricular activity, administration will notify the transportation department regarding the student behavior issue. The transportation department will ensure affected driver(s) and aide(s) are aware of the issue. Additionally, administration will provide an aide or administrator to ride the bus with the student. If no staff member with proper licensure to deal with the student's behavior issue is available to ride the bus, the student will not be transported.
- J. A Behavior Therapist will provide ongoing professional development on strategies/techniques that are most effective with the most prevalent behavior in the district (based on data from PBIS).
- K. In the event state law changes in regard to student discipline, this section shall change to the extent required to comply with state law.

## **ARTICLE 500 - GRIEVANCE PROCEDURE**

### **501 DEFINITIONS (2000)**

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

**502 MISCELLANEOUS (2006)**

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

**503 PROCEDURE (2012)**

A. Level One: Informal

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

B. Level Two

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

C. Level Three

- 1. If the grievant is not satisfied with the resolution at Level Two, he/she may request that the Association file a request for arbitration. The Association must file such request within ten (10) days of the Level Two decision, unless the parties have mutually agreed

to grievance mediation through FMCS, in which case the Association must file such request within ten (10) days following the grievance mediation meeting.

2. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.
3. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The parties may mutually agree to utilize the services of another arbitration service.
4. The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.
5. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law. The arbitrator has the authority to determine any question of arbitrability.
6. The cost of the arbitrator, including the cost of any transcript provided the arbitrator, shall be borne by the losing party as determined by the arbitrator. To the extent that the arbitrator determines there is not a "losing" party, the arbitrator shall determine the percentage of the costs to be assessed against each party. All other costs, including the cost of the transcript ordered by any party, shall be borne by the party incurring said costs.

## **ARTICLE 600 – HOURS**

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

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

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

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

**603**      **SATURDAY AND SUNDAY WORK (2022)**

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

**604**      **CALAMITY DAYS (2022)**

- A.      In the event a calamity day is called due to inclement weather, all first shift classified 9, 10, and 12 month employees, with the exception of bargaining unit members assigned specific calamity day responsibilities in their job description (ex. Snow removal), will not report to work.
  
- B.      For all other bargaining unit members required to work during such time as the entire school system is closed because of a calamity shall be compensated for all hours actually worked, in addition to receiving his/her regular rate of pay for regular hours scheduled for such day. In addition:
  - 1.      There shall be a four (4) hour minimum guarantee at two times the employee's regular rate.
  
  - 2.      When a bargaining unit member is called in to start in advance of his/her scheduled shift and the entire school system is subsequently closed because of a calamity, such bargaining unit member shall be compensated as though he/she actually was required to work during such time as the school system was closed for the calamity.
  
  - 3.      On or before September 30 of each school year, Human Resources (HR) will develop a list of employees who are expected to report at their regularly scheduled time on days when the District has called a Delay Day due to weather conditions or building emergencies. This list shall be reasonably developed with the necessity of its composition self-evident. Employees placed on the Delay Day List will be notified on or before September 30 of their inclusion on the list and what is expected of them, and their specific responsibilities, on Delay Days. The District may choose to expand this list at any point in time in accordance with this article. If the District elects to add or change personnel on the Delay Day List, they must notify the employee within two (2) weeks. If the District fails to inform the employee two (2) weeks in advance, there shall be no discipline imposed upon the employee for not adhering to the new schedule. Those employees who incur extra hours of work on Delay Days shall time card their additional time.
  
- C.      Bargaining unit members who do not work on a declared calamity day shall be paid his/her regular rate of pay for regular hours scheduled for such day.
  
- D.      On any "make-up" school days as determined by the Board, all non-twelve (12) month employees will work without compensation (i.e., having already been paid) for their regularly scheduled workday.

**605**      **PYRAMIDING (1991)**

There shall be no pyramiding of overtime.

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

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

**607**      **MEETINGS (1994)**

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

**608**      **LUNCH (1994)**

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

**609**      **BREAKS (1994)**

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

**610**      **SHORT HOUR POSITIONS (1997)**

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

**611**      **OVERTIME PROCEDURE (2022)**

There shall be one (1) District-wide overtime list for each category, and overtime shall be equalized.

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

**612**      **SUBSTITUTES (2012)**

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

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

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

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

**701**      **SENIORITY (2019)**

- A. District seniority is that length of time a bargaining unit member has served continuously in the Wooster City School District, from the employee's date of hire as a regular full-time or regular part-time bargaining unit member. A reduction in force shall not be considered to have interrupted an employee's continuous service.
- B. There shall be a probationary period of six (6) months during which bargaining unit members shall not have any seniority. Upon retention after completion of the probationary period, District seniority shall be computed from the date of hire.
- C. A seniority roster will be furnished to the Association President annually. At the same time, the list will be posted for a minimum of fourteen (14) calendar days. During the posting, any bargaining unit member who believes his/her District seniority is inaccurate must file a request for correction with the Superintendent, or the bargaining unit member will be considered to have waived any complaints as to the listed seniority dates. After all requests

have been received, a meeting will be held with the Association President to resolve all conflicts.

- D. Should two (2) or more bargaining unit members have identical District seniority, a yearly drawing of lots will determine the order of seniority. This drawing shall take place prior to the making of the annual seniority list. An Association representative may be present when the drawing occurs.

**702**      **PROCEDURE (2022)**

- A. If it becomes necessary to reduce the number of bargaining unit members in a job classification due to the abolishment of positions, lack of work, building closures, lack of funds, or for any other good reason, the Board may make such reductions through the layoff procedure set forth herein, except that during the school year, certain specialized paraprofessionals shall be subject to the procedure set forth in Section 1703.

- B. The following guidelines for layoff will apply:

- 1.    Attrition

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

- 2.    Layoff

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

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

- 3.    Bumping

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

- b. Job categories are: Custodial, Maintenance, Transportation - Drivers, Transportation - Mechanics, Special Services, Paraprofessionals, Student Supervision Aides, Cafeteria, Clerical and Network Management. The job

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

classifications within each job category are listed below from highest classification within a category to the lowest, as follows:

- 1) Custodial
  - a) Custodial Worker III
  - b) Custodial Worker II
  - c) Custodial Worker I
- 2) Maintenance
  - a) Maintenance Repair (Certified)
  - b) Maintenance Repair/Painter
  - c) Groundskeeper
- 3) Transportation - Drivers
  - a) Bus Driver
  - b) Automobile/Van Driver
- 4) Transportation – Mechanics
  - a) Bus Mechanic
  - b) Bus Mechanic Helper
  - c) Refueler
- 5) Special Services
  - a) Shipping and Receiving Clerk/Store Keeper Delivery
  - b) District Driver
- 6) Paraprofessionals and Aides
  - a) District Tech Paraprofessional/Library Paraprofessional/  
Specialized Paraprofessional
  - b) Teacher Paraprofessional
  - c) Student Supervision Aide
- 7) Cafeteria
  - a) Cook Manager
  - b) Assistant Cook Manager
  - c) Satellite Server/Cook

- 8) Clerical
  - a) Secretary
  - b) Production Room Technician; Receptionist-Switchboard
- 9) Network Management
  - a) District Network Manager
  - b) District Network Technician

**703 RECALL (2000)**

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

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

**ARTICLE 800 - VACATION (2019)**

**801 ELIGIBILITY**

Bargaining unit members who are eleven (11) or twelve (12) month regular, full-time employees in the Wooster City Schools will be eligible according to the Vacation Schedule in Section 802 upon their effective date of hire.

**802 VACATION SCHEDULE (2022)**

From the effective date of hire in the District through the end of five (5) years . . . . .	10 days
Six (6) years through the end of twelve (12) years . . . . .	15 days
Thirteen (13) years or more . . . . .	20 days

**803** Vacation schedules shall be scheduled through and approved by the Superintendent. Applications for vacation must be submitted to the immediate supervisor not less than two (2) weeks prior to the

beginning date of such vacation. The immediate supervisor may waive the two (2) week requirement if circumstances so warrant.

- 804** If schools are closed for a calamity day, no vacation will be charged for that day.
- 805** A bargaining unit member who is hospitalized or has a death in the immediate family while on vacation may request sick leave time in place of vacation time.
- 806** If a bargaining unit member takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the bargaining unit member's earned vacation days.
- 807** Bargaining unit members may not accrue more than thirty (30) vacation days.
- 808** Upon cessation from active employment, bargaining unit members will receive vacation pay for the accrued and unused vacation days.

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

- 901** Nine (9) and ten (10) month bargaining unit members shall receive the following paid holidays:
- A. Labor Day
  - B. Thanksgiving Day
  - C. Day after Thanksgiving
  - D. December 25
  - E. New Year's Day
  - F. Martin Luther King Day (third Monday in January)
  - G. Memorial Day
  - H. Presidents' Day (third Monday in February)
  - I. Spring Break - One (1) day the first Friday of Spring Break
- 902** In addition to the holidays listed in Sections 901, twelve (12) month bargaining unit members shall receive the following paid holiday: December 24 or December 26 to extend the holiday weekend if December 25 falls on a Thursday through Sunday; and Juneteenth (June 19<sup>th</sup>); and Independence Day.
- 903** For bargaining unit members scheduled Monday through Friday, when a holiday falls on Saturday, the preceding Friday will be a paid holiday; and when a holiday falls on Sunday, the following Monday will be a paid holiday. Due to the need for nontraditional (Monday - Friday) schedules, those bargaining unit members with those schedules shall have the same amount of time off as if scheduled like their Monday - Friday counterparts.
- 904** To be eligible for holiday pay, a bargaining unit member must work the workday preceding and the workday following a holiday or have authorized leave on such day.
- 905** All paid holiday hours shall be counted as hours worked in computing overtime.

## ARTICLE 1000 – LEAVES

### **1001**     SICK LEAVE (2022)

- A. Each regular bargaining unit member shall accumulate sick leave at the rate of one and one-fourth (1-1/4) workdays per month. Regular bargaining unit members who render part-time, per diem, or hourly service shall accumulate sick leave proportionate to the time actually worked.
- B. Sick leave shall accumulate to two hundred seventy-five (275) days.
- C. Bargaining unit members may use sick leave for absence due to personal illness, pregnancy, adoption, injury, medical appointments, exposure to contagious disease which could be communicated to others, and for absence due to illness or death in the bargaining unit member's immediate family.
- D. Bargaining unit members who are absent for personal illness or injury on more than three (3) occasions or for more than five (5) consecutive days may be required to provide a doctor's certificate in order to be eligible for sick pay for personal illness or injury.
- E. Illness or injury in the immediate family shall be defined to include spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild, foster child or other relative living in the bargaining unit member's home and sibling with major illness.
- F. Death in the immediate family shall be defined to include, spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild (child-in-law), foster children, grandparents, grandchild, sibling, sibling-in-law, niece, nephew, aunt, uncle, or other relative living within the bargaining unit member's home.
- G. Sick leave may be taken in quarter hour increments. [one-third (1/3) day increments for bus drivers who have three (3) runs].
- H. The Board shall allow, upon the request of a bargaining unit member, an advance of up to five (5) sick days to be deducted from future accumulations, provided the bargaining unit member will earn enough additional sick days within the existing school year to repay the advanced number of days.
- I. If the Superintendent closes the schools due to a calamity, or closes a building due to an emergency or a catastrophe without reassigning bargaining unit personnel, no sick leave shall be charged.
- J. Sick Leave Transfer

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

remaining, less that which would have otherwise been earned, shall be deducted from the recipient and given to the next qualified bargaining unit member.

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

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

**1003     PERSONAL LEAVE (2022)**

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

**1004     ASSAULT LEAVE (1997)**

- A. A bargaining unit member who is absent due to physical disability resulting from an unprovoked physical attack which occurs in the course of employment shall be granted up to thirty (30) working days of paid assault leave.
- B. Assault leave may not be granted under this policy unless the bargaining unit member in question:

1. Has a signed, written statement justifying the granting and use of assault leave.
  2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. Provisions of this leave shall be in compliance with ORC 3319.143.

**1005 COMPULSORY LEAVE (2022)**

- A. Paid release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness in connection with a matter related to School District business or while on jury duty. If the bargaining unit member is dismissed from jury duty or as a witness with more than half his/her regular scheduled time remaining, the bargaining unit member shall return to his/her regular assignment.
- B. A bargaining unit member shall be granted release time for required court appearances unrelated to School District business, or cases in which the bargaining unit member is a plaintiff against the School District. Bargaining unit members may use personal leave for such appearances and, if no personal leave is available, shall be granted unpaid release time to attend.
- C. When determining hours for overtime, hours spent on compulsory leave shall be considered time worked.

**1006 PROFESSIONAL MEETINGS (2022)**

Any bargaining unit member may receive compensation and expenses for days on which he/she has prior approval of the Superintendent to attend professional meetings. Expenses must be documented in accordance with current policies or procedures, including those set forth in Section 410(C).

**1007 ASSOCIATION LEAVE (2006)**

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

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

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

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

- A. Any bargaining unit member who is unable to perform satisfactorily the duties of his/her position because of personal illness or other documented disability, shall be granted a leave of absence without pay or benefits for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year. Such leave of absence shall be granted either upon request of the bargaining unit member or upon the recommendation of the Superintendent.

- B. Application for leave shall be made in writing by the bargaining unit member. An application for renewal, if any, shall be made at least forty-five (45) calendar days before the expiration of the leave. The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.
- C. Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the bargaining unit member to the Superintendent and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.
- D. Application for reinstatement shall be made at least thirty (30) calendar days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the bargaining unit member shall submit a written statement from the attending physician, certifying that the bargaining unit member has been medically examined and that the bargaining unit member is, or will be, able to resume his/her duties with the Board when the leave expires. The Board may require an examination by a Board-approved physician before the bargaining unit member is reassigned.

**1010 FAMILY AND MEDICAL LEAVE ACT (FMLA) (2022)**

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

**1011 REINSTATEMENT PROCEDURES (1991)**

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

**1012 ATTENDANCE INCENTIVE (2006)**

- A. Bargaining unit members who do not use any sick days or personal days and do not have any dock days during a three (3) month period shall be entitled to a pay incentive of Fifty Dollars (\$50.00). There shall be three (3) such periods for nine/ten (9/10) month employees and four (4) such periods for eleven/twelve (11/12) month employees.

- B. If a nine/ten (9/10) month employee qualifies for the pay incentive in all three (3) periods in a school year, there shall be an additional payment of Seventy-Five Dollars (\$75.00); and if an eleven/twelve (11/12) month employee qualifies for the pay incentive all four (4) periods in a school year, there shall be an additional payment of One Hundred Dollars (\$100.00).

**1013 NOTICE OF ABSENCE (2019)**

- A. Each employee shall be required to report off when the employee is going to be absent from school in the manner and following the procedures established by the Administration. It shall be the responsibility of the Administration to notify employees annually by the first day of school as to the procedure for reporting off including the person to whom employee is to provide notice of the absence. Grounds, Maintenance and Custodial employees have the right to notify the Administration of an absence by voicemail no later than two (2) hours prior to the start of their shift; otherwise they must speak directly to a supervisor (or the supervisor's designee) if their need to be absent falls within one hour and fifty-nine minutes (1:59) of the scheduled start of their shift.
- B. Unless otherwise specified in this Agreement, no bargaining unit member shall obtain his/her own substitute when the bargaining unit member is absent.

**1014 ELECTION LEAVE (2006)**

- A. Any bargaining unit member who wishes to run for a full-time position in a public office or Ohio or National Education Association office, that would require release time for a minimum of one (1) year, may be granted such leave for a period of time equal to a one (1) term duration. Requests shall be made in writing to the Superintendent in the year for which the leave is to commence or at least thirty (30) days prior to the beginning of the term, whichever is earlier, and the leave shall commence the beginning of the term.
- B. The Board shall have no obligation for any benefits of salary, whatsoever, except for reinstatement with the same contract status held immediately preceding the commencement of the leave. Return from such leave will only commence at the beginning of an academic school year.

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

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

**1016 PARENTAL LEAVE (2022)**

Following the birth or adoption of a child, the Board shall grant the following leave to employee-parents.

A. Paid Leave

The employee may use accrued paid time (including sick leave, personal leave and vacation leave) in the amounts set forth below.

1. Primary Caregiver:
  - a. Individuals hired on or before July 31, 2022: Unlimited use of accrued time.
  - b. Individuals hired after July 31, 2022: Up to twelve (12) weeks of accrued time.
2. Secondary Caregiver: Up to two (2) weeks of accrued time.
3. If both parents are Board employees, they may collectively use up to twelve (12) weeks of accrued paid leave, divided between the parents as they choose.
4. All paid parental leave shall run concurrently with leave under the Family and Medical Leave Act (“FMLA”).

**B. Unpaid Leave**

1. Employees shall have the right to parental leave consistent with the FMLA.
2. In addition to employees’ rights under FMLA, the Board shall grant to any bargaining unit member, upon receipt of his/her written application, a Parental Leave for the care of a child born to or placed with the member for adoption. Such leave shall be for up to one (1) school year without pay and shall commence when the child is born or prior to birth/assignment of custody as needed in order to fulfill requirements for adoption. Leave under this Section shall be subject to the following terms and conditions:
  - a. Such bargaining unit member shall give written notice to the Superintendent of the intent and necessity to use this leave.
    - i. Such request shall be submitted at least ninety (90) calendar days in advance of the proposed commencement of the leave. If the request is not filed ninety (90) days prior to the leave, then the Board has no obligation to grant the leave.
    - ii. The request must include the expected date of return, which may only be at the beginning of the school year or semester.
  - b. Should the bargaining unit member in question be pregnant, after consulting with her doctor, she shall submit to the Board a proposed work termination date that is in the best interest of the bargaining unit member and the students.
  - c. Such bargaining unit member shall express in writing by April 1, to the Superintendent, his/her desire to return and the date of return. For those bargaining unit members returning at the semester, the date of his/her letter shall be by November 1.
  - d. The bargaining unit member may apply in writing for an earlier return or an extension of said leave.

**1017 DISCRETIONARY LEAVE (2022)**

The Superintendent may grant additional leave not specified in Article 600 and/or may extend the provisions of any of the leaves contained in Article 600 at his/her discretion.

**ARTICLE 1100 - ASSOCIATION RIGHTS**

**1101 BULLETIN BOARDS (1991)**

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

**1102 SCHOOL MAIL (1991)**

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

**1103 USE OF BUILDINGS (1991)**

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

**1104 ASSOCIATION ACCESS (1991)**

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

**1105 REPRESENTATION (1991)**

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

**1106 DUES DEDUCTION (2022)**

A. The Board agrees to deduct from the wages of any employee-member of the Association the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Such payroll deduction of dues shall be made equally from eighteen (18) consecutive pays starting with the first pay in October. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deductions of dues on a schedule determined by the Association Treasurer and the individual member. The Association shall present to the District treasurer by September 20<sup>th</sup> the roster of membership and the amount of the dues deduction. If the Association fails to meet the September 20 deadline, dues will be divided evenly over the remaining pays beginning with the first pay that occurs two (2) weeks after the Association provides the documentation.

B. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all

expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Wooster City School District, its members, the Treasurer, Superintendent, and all members of the administrative staff.

- C. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) days following the collection via electronic transfer to an account designated by the Association. Accompanying deposit notification will be a complete listing of the names of the members for whom a payroll deduction was made.
- D. Any individual who wishes to cancel their membership must notify the Association President in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association.
- E. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.
- F. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

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

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

**1108 MILLAGE RATES (1991)**

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

**1109 COMMITTEE ASSIGNMENTS (1997)**

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

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

The Wooster City Schools and the Wooster Education Association will establish a Labor/Management Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the Board. The Committee shall meet at mutually agreeable times,

at least twice per semester, for the purpose of discussing, not negotiating issues of concern to both parties. The Committee may request training from the Federal Mediation and Conciliation Service.

## **ARTICLE 1200 - BUS DRIVERS**

### **1201 FIELD TRIPS (2019)**

#### **A. TRANSPORTATION FIELD TRIP PROCESS**

1. Departmental seniority/rotation are a key factor in selecting the appropriate driver for the trip.
2. Field trips will be assigned according to a rotation list based on the type of field trip (day or night/weekend)
3. The process can be fitted into an electronic program that can track the selection process. The program must honor the intent of the negotiated contract.

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

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

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

Field trips will be categorized into either:

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

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

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

1. Field trip requests should be made 20 days in advance of their departure date if possible. The trips will be posted for selection by seniority/rotation basis in the order as they are received into the transportation department office.
2. All requested trips will be offered for selection at a bi-weekly Wednesday distribution meeting. The trips will be offered based on the seniority/rotation basis. Only drivers available in the designated trip category, and which does not interfere with the driver's regularly scheduled route, will be offered the trip below, will be offered the trip. Route drivers shall be deemed available on the seniority/rotation for weekend trips and shall have the right to bid accordingly; however, they may not bid on weekday or weeknight trips and shall only accept them as assigned.

3. Distributions for awarding of trips will be held 2 weeks in advance of the trips unless a group advances in tournaments, reschedules a trip, or has a late notice of needed transportation.
  - a. Exceptions to this would be in cases of overnight trips.
4. Trips will be offered for selection to the senior most driver next in rotation. Any trips offered and not accepted, or the driver is unavailable, the offering will then rotate, by seniority, through the drivers until the trip is accepted.
  - a. Unavailability shall be as already working in the district.
5. Any acceptance or refusal of a trip will be counted as turn in rotation.
6. Drivers skipped from the previous week(s) offerings due to unavailability shall be offered a trip first, by seniority, before resuming with the current week rotation schedule.
7. A Driver who drove their morning route may be represented by only one other Driver to speak on their behalf during the distribution meeting if they so choose. A Driver may not speak on behalf of more than one other Driver other than themselves. Drivers not present or represented at the distribution meeting will automatically receive a "refusal," and turn in rotation, for the offering made.
8. Any trip requests that come into the department after the last distribution meeting and before midnight the day prior to the next scheduled distribution meeting will be offered by the seniority/rotation process.
9. Drivers shall record the actual trip time to and from the event including pre-trip inspections and any necessary clean-up afterwards.
  - a. Example: A Tuesday trip that starts at 4:15 p.m. and ends at 10:00 p.m. would record 6 hours of pay time (assuming 15 minutes pre-trip inspection and no clean-up).
10. Drivers will be paid 100% of their regular rate for driving field trips.

#### **E. OVERNIGHT FIELD TRIPS**

1. Overnight field trips are defined as trips that require on-site transportation needs during two or more consecutive calendar days.
2. Drivers shall be "on-call" and at the disposal of the trip administrator during the entire trip duration.
3. Drivers shall record the actual driver time and partial "on-call" time for less than a full day of duty.
  - a. Example: A Friday trip that starts at 4:00 p.m. where the driver sleeps at 11:00 p.m. would record 7 hours of pay time.
  - b. Example: A Sunday 6:00 a.m. to 11:00 a.m. (upon return of the trip) the driver would record 5 hours of pay time.

4. During a full day of service the drivers shall record "on-call" time from the time they take the students to their event in the morning until the time the students require no more service in the evening.

a. Example: Saturday 7:00 a.m. to 10:00 p.m. (when the students are back in the hotel and require no more transportation) the driver shall record 15 hours of pay time.

#### **F. ROUTE AND TRIP EXTENSIONS**

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

#### **G. GUIDELINE UPDATES**

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

#### **1202 CANCELLED FIELD TRIPS (1991)**

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

#### **1203 CLEANING TOOLS (1991)**

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

#### **1204 GROUP MEETINGS (1997)**

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

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

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

#### **1206 MINIMUM HOURS (2009)**

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

**1207 ROSTER TIME (2009)**

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

**1208 AIDES ON BUSES (2016)**

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

**1209 ROUTE ASSIGNMENT (2022)**

- A. After the preliminary routes have been established prior to the beginning of the school year, if over fifty percent (50%) of a route has been changed since the school year, (for purposes of this provision, over fifty percent (50%) change shall mean a change of hours -- secondary or elementary), the route shall be treated as a vacancy under Section 1209/B. Routes changed less than fifty percent (50%) shall continue from year to year with the same driver.
- B. The Transportation Supervisor will develop the regular routes. Routes and student rosters will be provided to all regular drivers no later than Convocation Day.
- C. When there is a regular or summer vacant route to be filled, current bargaining unit members will be given the first opportunity to fill such route through bidding. The primary factor to be considered will be seniority, although exceptions may be made where other considerations are present and demonstrated. All summer routes will be posted with start and end times. The summer learning program will be posted as one (1) route for both summer sessions. Summer bus cleaner positions will be posted for the summer sessions. YMCA routes and Boys & Girls club routes will be posted according to the length of time for the whole summer position. Additionally, a summer substitute driver list will be created for substitute driver interest for summer routes. Drivers interested in signing up for a summer substitute driver position must do so through the district application system AppliTrack.
- D. Substitute kindergarten routes will be filled on the same basis where there is not a conflict with any other route being driven by the driver, i.e., the most senior interested and available driver will be provided the opportunity to substitute.
- E. The Board will provide additional training to substitute drivers to increase familiarity with all District routes to enhance the ability of all substitute drivers to be more readily available to fill in on any route on any given day. Drivers will not be displaced from their regular routes unless the availability of substitutes and route considerations dictate otherwise in the determination of the Transportation Supervisor.
- F. Any driver or transportation paraprofessional whose route is considered doubled, will be paid a route doubling stipend of fifteen dollars (\$15) for each AM or PM route that was assigned to be doubled when covering for an absent driver or transportation paraprofessional who is out on leave. Doubling is defined as any addition to the regularly assigned route.

**1210 BUS WASHING AND SUMMER BUS CLEANING (2022)**

Bus washing shall be done during work hours when possible. If it is assigned outside regular hours, it shall be paid time. Summer bus cleaners will be paid at the rate of \$15 per hour.

**1211 PAY FOR CDL (2000)**

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

**1212 SAFETY TRAINING (2019)**

- A. Drivers will be provided first aid and safety training in an effort to protect the safety and health of students. The District will respond to emergency situations when requested by the driver because health and safety is at risk.
- B. All bus aides shall be provided first aid, safety training and general bus operating procedures to protect the safety and health of students.
- C. The Board and the Association shall collaboratively develop a CPI (de-escalation/restraint) training tailored specifically to the needs and security concerns of the Transportation Department.

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

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

**1214 TRAINING PROGRAM (2019)**

- A. Bus driver candidates who do not possess a CDL will attend training prior to being eligible for a full-time bus driver position with the Board (the "Training Program"). The Board offers the Training Program only to individuals who are not yet qualified as bus drivers.
- B. Trainee Compensation.
  - 1. The Board shall pay Trainees who enroll in the Training Program on or after July 27, 2018 an hourly rate of Fifteen Dollars and Fifty Cents (\$15.50) for participation in up to six (6) weeks of training.
  - 2. To receive the compensation described in this Section, trainees must submit timesheets consistent with the Board's standard timekeeping procedures. The Board shall make payment consistent with its standard payroll schedule.
  - 3. Payment under this Section is not available to current bus drivers obtaining recertification.

- C. The Training Program should take a candidate four (4) to six (6) weeks to complete. The Board shall pay Trainees the hourly rates described in this Section for up to six (6) weeks of participation in the Training Program. If the Trainee takes longer than six (6) weeks to complete the program, the Board shall not pay the Trainee for time spent in the Training Program beyond six (6) weeks.
- D. Should a Trainee complete the Training Program and obtain full-time employment as a driver somewhere other than the Wooster City Schools prior to completing their probationary period under Section 403 of this Agreement, the Trainee shall repay the Board the cost of the Training Program for that Trainee. Such costs may be withheld from any pay otherwise owed to the Trainee.
- E. Trainee Employment Status.
  - 1. The Parties agree that Trainees shall have all the rights of a substitute employee of the Board.
  - 2. Trainees shall not be considered members of the bargaining unit represented by the Association and shall not have rights under this Collective Bargaining Agreement during the period of time they are participating in the Training Program. If or when the Board hires a graduate of the Training Program as a bus driver, that individual shall be a bargaining unit member and have all rights associated with that status.
  - 3. The period of time a Trainee spends in the Training Program shall not be considered part of that individual's probationary employment period pursuant to Section 403 of this CBA. Probationary employment shall begin if or when the individual is hired by the Board as a full-time employee.

**1215 MIDDLE SCHOOL BUS TRANSFERS (2022)**

When possible in established the transposition schedule, driver will pick up their assigned middle school transfer students in the afternoon.

**1216 DRIVER SHORTAGE (2022)**

- A. For the purpose of this section, a driver's shortage emergency will be defined to mean when no appropriately licensed driver or substitute driver is available to cover a bus or van route Admin will notify Association of emergency status declaration, including which route(s) are impacted. Notice will happen weekly to track which routes were impacted the prior week.
- B. If an emergency declaration extends beyond thirty (30) consecutive calendar days, a driver or a transportation aide who has been doubling or covering a route will receive displacement pay at a stipend of thirty dollars (\$30) for each AM route and/or each PM route covered beyond thirty (30) consecutive calendar days. Displacement pay will replace the doubling stipend.
- C. If an employee is pulled from outside the driver classification to drive during an emergency, the thirty (30) consecutive calendar days will be waived and the out of classification employee shall receive displacement pay as specified in Paragraph B, above.
- D. The Administration will create a District-wide transportation paraprofessional substitute list. The transportation paraprofessional substitute positions will be posted through APPLITRAC. Employees are only eligible to sub as a transportation paraprofessional when the full route

falls outside their regular contracted workday. If a transportation paraprofessional substitute is available, they will be assigned before any transportation paraprofessional is displaced. Transportation paraprofessional substitutes will be offered and assigned work on a seniority rotating basis, except in the case of last-minute transportation paraprofessional need then they will be assigned per the last-minute route assignment procedure.

## **ARTICLE 1300 - CAFETERIA WORKERS**

### **1301 SATELLITE WORKERS (1991)**

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

### **1302 LUNCH (2012)**

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

### **1303 CATERING RATE (2022)**

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

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

When a school kitchen is to be used for events, a cafeteria employee will be present at all times when the kitchen is open to provide food service assistance to the event; shall have sole responsibility to clean/secure District equipment used during the event; and shall have the sole responsibility to clean/secure the kitchen, absent an emergency requiring additional assistance. Due

to the severity of this matter, the parties agree that failure to do so may subject the bargaining unit member to disciplinary action.

**1305 ABSENT FOOD SERVICE MANAGER (2022)**

When a Food Service manager is absent, a bargaining unit member will not be assigned the supervisory work. The district will provide a communication flow chart indicating who to call when the Food Service Manager is absent or cannot be reached. The District will share the flow chart with the Association prior to finalizing.

**ARTICLE 1400 – MECHANICS**

**1401 UNIFORM ALLOWANCE (2012)**

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

**1402 TOOLS (1997)**

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

**1403 TEMPORARY MECHANIC'S HELPER (2022)**

A. Definition

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

B. Training

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

C. Rotation

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

## **ARTICLE 1500 – SECRETARIES**

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

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

### **1502 REPORTING OFF (1994)**

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

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

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

## **ARTICLE 1600 – CUSTODIANS**

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

Weekend building checks are exempt from rotation.

### **1602 LEAD CUSTODIANS (2022)**

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

### **1603 STUDENT SUPERVISION (2022)**

Custodians will not be assigned to supervise students.

### **1604 ON-CALL PAY (2022)**

“On call” is defined as a maintenance bargaining unit member in the geographical area of the school district who is available/assigned for any building structural or building systems issues. Bi-monthly, the maintenance department will meet to develop an on-call list. The on-call assignments will occur on a rotational seniority basis with the most senior bargaining unit member assigned first. Maintenance bargaining unit members employed as of August 15, 2022 will not be required to participate in the on-call rotation. Grandfathered maintenance bargaining unit members can opt out

of the on-call bi-monthly rotation basis. Maintenance bargaining unit members upon mutual agreement may trade weekend assignments. If a trade is agreed upon, the maintenance bargaining unit members must notify the maintenance supervisor of the change.

Individuals who are on-call will be compensated at fifty dollars (\$50) per day. If an individual is required to report to the district, s/he will be compensated at double his/her regular rate.

**1605 CUSTODIAN II LEADERSHIP DEFINITION (1997)**

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

**1606 BUILDING USE (2006)**

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

**ARTICLE 1700 - PARAPROFESSIONALS AND AIDES**

**1701 TRAINING (2006)**

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

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

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

The District will reimburse each paraprofessional employed as of March 13, 2019 up to one time for the cost of the ParaPro Assessment required by the State of Ohio. The District will reimburse the employee upon proof of passage.

**1703 CERTAIN SPECIALIZED PARAPROFESSIONALS MIDYEAR PROCEDURE (2022)**

- A. The Board shall not effectuate a reduction in force of specialized paraprofessionals assigned to specific student(s) (not assigned to cover an entire classroom or bus) mid-school year due to changes in student need. If the position to which a specialized paraprofessional is assigned is no longer necessary midyear (due to student withdrawal or removal of aide services from an IEP, for example), the District will reassign the aide, subject to the requirements of this section and with input from the Association. Should a reduction in force be necessary in the aide classification, the District may still effectuate a RIF at the end of the school year, at which point any impacted aides would retain all rights set forth in Section 702. No aide reassigned under this section may bump another aide from their position midyear. The District shall notify the aide of the need for the reassignment within five (5) calendar days of the District becoming aware of the need.
- B. When an aide is reassigned pursuant to Paragraph 1, above, the aide's work hours may change but the number of hours they are contracted to work and any benefits to which they were entitled prior to the reassignment shall remain the same as prior to the reassignment.
- C. When an aide is reassigned pursuant to Paragraph 1, above, they may be assigned to an existing open position or to a floating position.
  1. Assignment to a specific open position:

- a. Even if an unassigned aide is available under this Section 1703, new aide positions that open midyear shall be posted for five (5) workdays, and bid and awarded pursuant to Article 2200.
  - b. During the posting period for a new aide position, the District may assign any available floating aides to the open position temporarily until the bidding and award process is complete.
  - c. When aide positions open midyear, all bids, awards and reassignments shall be determined prior to any aide moving into their new position.
2. Assignment to a floating position: If the District has no available open aide positions at the time an aide's assignment changes pursuant to Paragraph 1, above, then the District may utilize the aide as a floater. In such cases, the District would maintain the aide in their assigned building for at least sixty (60) calendar days, or until a more permanent position becomes available under Paragraph 3(a), above, whichever occurs first. All work assigned to floating aides shall be work that falls within the aide classification.

**1704 FLEXING WORK SCHEDULE**

The administration has the ability to change a paraprofessional's start and/or end time by 15 minutes during a school year without posting the position as long as the workday time shift does not impact the paraprofessional position in relation to length of workday and/or insurance eligibility. If a change is made, the change will be in effect for the remainder of the school year. Prior to such change, the administrator shall discuss with impacted paraprofessional the reason and rationale for the change.

**ARTICLE 1800 - LIBRARY PARAPROFESSIONALS (2022)**

- 1801** Unless there is a reduction in staff due to a lack of funds, one (1) Library paraprofessional per building shall be scheduled for at least six (6) hours per day.
- 1802** Library paraprofessionals shall be responsible for planning student activities related to library skills. Planning student activities by elementary library paraprofessionals will be done in collaboration with the literacy coaches and director of elementary. This collaboration will result in the work assignments for the paraprofessional for the week. Library paraprofessionals at the middle school and high school shall receive seventy-five (75) minutes per week of planning time.
- 1803** Library paraprofessionals may be assigned to provide class coverage for an absent teacher. No library paraprofessional shall cover more than two (2) classes at one time. In the event that a library professional is assigned to provide class coverage, s/he shall receive the hourly substitute paraprofessional rate in addition to their regular wages per hour for the time spent covering a class.

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

**1901 ABSENT GROUNDSKEEPER/MAINTENANCE SUPERVISOR (2022)**

When a Groundskeeper/Maintenance supervisor is absent, a bargaining unit member will not be assigned the supervisory work. The district will provide a communications flow chart indicating

who to call when the Groundskeeper/Maintenance Supervisor is absent or cannot be reached. District will share the flow chart with the Association prior to finalizing.

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

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

### **ARTICLE 2000 – INSURANCES**

**2001** **HOSPITALIZATION/MAJOR MEDICAL (2022)**

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

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

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

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

Coverage: See Plan Booklet for COG adopted coverage information.

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

B. **Stark County Schools Council**

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

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

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physician's services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

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

**D. Preferred Provider – Prescription Drugs**

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

1. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

**E. Section 125-Tax Shelter**

Tax sheltering of the individual’s contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 tax shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. There is no separate administrative fee for this service.

The Board through the COG offers two Flexible Spending Accounts (FSAs), a Health Care Reimbursement Account and a Dependent Care FSA which are governed by IRC Section 125, and also allows pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for this service.

**F. Premium Holidays**

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

**G. Spousal Coverage**

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to

another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

#### H. Same-Sex Marriage

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

### **2002 Life Insurance (2022)**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for all full-time bargaining unit members. For those working three (3) up to six (6) hours, the Board shall provide Sixteen Thousand Five Hundred Dollars (\$16,500) in term life insurance.

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

### **2003 Dental Insurance**

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

### **2004 Vision Insurance**

The Board shall make available vision insurance to all employees who qualify for health insurance coverage. Any employee who elects vision coverage shall pay 100% of the premium.

## **ARTICLE 2100 - SEVERANCE PAY (2022)**

### **2101 SEVERANCE PAYMENT OPTIONS**

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

B. **Severance Option 2:**

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

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

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

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

**2102** If an employee who would otherwise qualify for a severance payment under Section 2101, above, dies while still employed by the Board, prior to retiring, the Board shall pay severance to the deceased employee's estate in the amount it would have paid if the employee had retired from Board employment under Section 2101.

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

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

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

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

- A. Participation in the 403(b) Employer Sponsored Plan shall be mandatory for any bargaining unit member who is entitled to cash payments under either Section 2101 or Section 2102, above.
- B. If a retiring bargaining unit member is a Participant in the 403(b) Employer Sponsored Plan, a mandatory employer contribution shall be made on his or her behalf under the 403(b)

Employer Sponsored Plan in an amount equal to the total amount that would be payable to the Participant in cash pursuant to Section 2101 or Section 2102, above, but not to exceed the maximum contribution amount allowable under the terms of the 403(b) Employer Sponsored Plan. The required contribution to the 403(b) Employer Sponsored Plan shall be made at the time of retirement within thirty (30) days of receipt of evidence of retirement from the School Employees Retirement System. If the amounts payable under Section 2101 or Section 2102 exceed the maximum contribution amount allowable under the 403(b) Employer Sponsored Plan, the excess amount shall be payable to the bargaining unit member in cash.

- C. A bargaining unit member who is a Participant in the 403(b) Employer Sponsored Plan shall complete a 403(b) Employer Sponsored Plan sponsor enrollment package prior to retirement; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the 403(b) Employer Sponsored Plan on behalf of the bargaining unit member.
- D. If a bargaining unit member is entitled to have a contribution paid to the 403(b) Employer Sponsored Plan and dies prior to such contribution being paid to the 403(b) Employer Sponsored Plan, the contribution shall nevertheless be paid to the 403(b) Employer Sponsored Plan and shall be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Employer Sponsored Plan.
- E. The 403(b) Employer Sponsored Plan shall have a "Plan Year" that runs from July 2 to July 1.
- F. Neither the Board nor the WEA guarantee any tax results or investment results associated with the 403(b) Employer Sponsored Plan.

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

- 2201** When a job vacancy occurs due to retirement, termination, resignation, death, promotion, transfer, or creation of a new position, a vacancy notice shall be posted for five (5) working days in each building staffed by bargaining unit members. Management has the right to determine a vacancy. Once the vacancy is indicated to be the case and the filling of that vacancy is to occur, the posting of the vacancy shall occur. All job postings will be posted in AppliTrack. If there are any changes made in the posting, all applicants applying for the position will be notified.
- 2202** Any bargaining unit vacancy shall be posted on the District's internet site within twenty-four (24) hours of the vacancy. Support staff vacancies shall be posted and emailed to all support staff within twenty-four (24) hours of the posted vacancy.
- 2203** The vacancy notice shall contain a job title, description of duties, salary range, shift, work locations and the deadline (hour and day) for submitting.
- 2204** Bargaining unit members desiring a vacant position shall submit their bid within the five (5) working day posting period by using the District online application system for internal candidates.
- 2205** Classification seniority shall be one important factor to be considered in filling vacant positions. Other factors to be considered shall include such things as evaluations, abilities, skills, qualifications, and the needs of the School District.
- 2206** A bargaining unit member who bids on a posted position will be given an opportunity to interview for the position provided the bargaining unit member meets the posted qualifications for the position.

- 2207** In filling job openings within the bargaining unit, including new jobs, the Board will give preference to bargaining unit members already employed who are qualified for such job by experience or training, either in the same job or in a job of related skill rather than hiring a new employee. In determining qualifications, the Board shall use the criteria set forth in Section 2205, above.
- 2208** All vacancies shall be posted and filled within fifty (50) calendar days of the date the vacancy occurs.
- 2209** If not selected for the position, a bargaining unit member will receive, upon request, a face to face meeting with the administrator for further discussion and feedback as to why he/she was not selected for the posted position. This meeting will occur within ten (10) working days after the request.

## **ARTICLE 2300 – COMPENSATION**

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

- |    |   |
|----|---|
| 1  | Bus Mechanic  |
| 2  | Maintenance Repair                                      |
| 3  | Bus Driver  |
| 4  | Maintenance Repair Painter, District Network Technician |
| 5  | Custodial Worker III                                    |
| 6  | Shipping and Receiving Clerk, Store Keeper Delivery     |
| 7  | Custodial Worker II                                     |
| 8  | Secretary   |
| 9  | Groundskeeper   |
| 10 | Custodial Worker I                                      |
| 11 | District Driver, Auto Driver                            |
| 12 | Production Room Tech, Receptionist-Switchboard          |
| 13 | Specialized Paraprofessional                            |
| 14 | Cook Manager  |
| 15 | Library Paraprofessional, Tech Paraprofessional         |
| 16 | Bus Mechanic Helper                                     |
| 17 | Teacher Paraprofessional                                |
| 18 | Assistant Cook Manager                                  |

- 19 Cook, Satellite Server, Student Supervision Aide
- 20 Refueler
- 21 District Network Manager

**2302 HOURLY WAGE BASE AND SCALE (2022)**

- A. In order to calculate the hourly rate of any classification, the base rate above is multiplied times the appropriate Index in Section 2301.
- B. Classified employees employed by the Board on October 1, 2022, will receive a one-time \$500 bonus to be paid no later than the second pay in October, 2022. Classified employees hired after October 1, 2022, shall receive a one-time bonus upon completion of the probationary period set forth in Section 403. -
- C. Salary Schedules

Salary adjustments based on step movement and years of service shall take effect July 1 of each year.

**BASE HOURLY RATE**

7/1/2022	20.28	-
7/1/2023	20.89	
7/1/2024	21.52	-

**CLASS 1 – BUS MECHANIC**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	1.4370	29.14	30.02	30.92
1	2	1.4520	29.45	30.33	31.24
2	3	1.4670	29.75	30.64	31.56
3	4	1.4820	30.05	30.96	31.89
4	5	1.4970	30.36	31.27	32.21
5	6	1.5120	30.66	31.58	32.53
6	7	1.5270	30.97	31.90	32.85
7	8	1.5420	31.27	32.21	33.18
8	9	1.5620	31.68	32.63	33.61
9	10	1.5820	32.08	33.05	34.04
10	11	1.6020	32.49	33.46	34.47
11	12	1.6220	32.89	33.88	34.90
14	15	1.6420	33.30	34.30	35.33
19	20	1.6620	33.71	34.72	35.76
24	25	1.6820	34.11	35.13	36.19

**CLASS 2 – MAINTENANCE REPAIR**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	1.0850	22.00	22.66	23.34
1	2	1.1000	22.31	22.98	23.67
2	3	1.1150	22.61	23.29	23.99
3	4	1.1300	22.92	23.60	24.31
4	5	1.1450	23.22	23.92	24.63
5	6	1.1600	23.52	24.23	24.96
6	7	1.1750	23.83	24.54	25.28
7	8	1.1900	24.13	24.86	25.60
8	9	1.2100	24.54	25.27	26.03

9	10	1.2300	24.94	25.69	26.46
10	11	1.2500	25.35	26.11	26.89
11	12	1.2700	25.76	26.53	27.32
14	15	1.2900	26.16	26.95	27.75
19	20	1.3100	26.57	27.36	28.18
24	25	1.3300	26.97	27.78	28.62

CLASS 3 – BUS DRIVER

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	1.0660	21.62	22.27	22.94
1	2	1.0810	21.92	22.58	23.26
2	3	1.0960	22.23	22.89	23.58
3	4	1.1110	22.53	23.21	23.90
4	5	1.1260	22.84	23.52	24.23
5	6	1.1410	23.14	23.83	24.55
6	7	1.1560	23.44	24.15	24.87
7	8	1.1710	23.75	24.46	25.19
8	9	1.1910	24.15	24.88	25.62
9	10	1.2110	24.56	25.30	26.05
10	11	1.2310	24.96	25.71	26.49
11	12	1.2510	25.37	26.13	26.92
14	15	1.2710	25.78	26.55	27.35
19	20	1.2910	26.18	26.95	27.78
24	25	1.3110	26.59	27.38	28.21

CLASS 4 – MAINTENANCE REPAIR PAINTER, DISTRICT NETWORK TECHNICIAN

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	1.0160	20.60	21.22	21.86
1	2	1.0310	20.91	21.54	22.18
2	3	1.0460	21.21	21.85	22.50
3	4	1.0610	21.52	22.16	22.83
4	5	1.0760	21.82	22.48	23.15
5	6	1.0910	22.13	22.79	23.47
6	7	1.1060	22.43	23.10	23.80
7	8	1.1210	22.73	23.42	24.12
8	9	1.1410	23.14	23.83	24.55
9	10	1.1610	23.55	24.25	24.98
10	11	1.1810	23.95	24.67	25.41
11	12	1.2010	24.36	25.09	25.84
14	15	1.2210	24.76	25.50	26.27
19	20	1.2410	25.17	25.90	26.70
24	25	1.2610	25.57	26.34	27.13

CLASS 5 – CUSTODIAL WORKER III

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	1.0000	20.28	20.89	21.52
1	2	1.0150	20.58	21.20	21.84
2	3	1.0300	20.89	21.52	22.16
3	4	1.0450	21.19	21.83	22.48
4	5	1.0600	21.50	22.14	22.81
5	6	1.0750	21.80	22.46	23.13
6	7	1.0900	22.11	22.77	23.45
7	8	1.1050	22.41	23.08	23.77
8	9	1.1250	22.82	23.50	24.20
9	10	1.1450	23.22	23.92	24.63
10	11	1.1650	23.63	24.33	25.07

11	12	1.1850	24.03	24.75	25.50
14	15	1.2050	24.44	25.17	25.93
19	20	1.2250	24.84	25.59	26.36
24	25	1.2450	25.25	26.01	26.79

**CLASS 6 – SHIPPING & RECEIVING CLERK, STORE KEEPER DELIVERY**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9980	20.24	20.85	21.47
1	2	1.0130	20.54	21.16	21.79
2	3	1.0280	20.85	21.47	22.12
3	4	1.0430	21.15	21.79	22.44
4	5	1.0580	21.46	22.10	22.76
5	6	1.0730	21.76	22.41	23.09
6	7	1.0880	22.06	22.73	23.41
7	8	1.1030	22.37	23.04	23.73
8	9	1.1230	22.77	23.46	24.16
9	10	1.1430	23.18	23.88	24.59
10	11	1.1630	23.59	24.29	25.02
11	12	1.1830	23.99	24.71	25.45
14	15	1.2030	24.40	25.13	25.88
19	20	1.2230	24.80	25.55	26.31
24	25	1.2430	25.21	25.96	26.74

**CLASS 7 – CUSTODIAL WORKER II**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9840	19.96	20.55	21.17
1	2	0.9990	20.26	20.87	21.49
2	3	1.0140	20.56	21.18	21.82
3	4	1.0290	20.87	21.49	22.14
4	5	1.0440	21.17	21.81	22.46
5	6	1.0590	21.48	22.12	22.78
6	7	1.0740	21.78	22.43	23.11
7	8	1.0890	22.08	22.75	23.43
8	9	1.1090	22.49	23.17	23.86
9	10	1.1290	22.90	23.58	24.29
10	11	1.1490	23.30	24.00	24.72
11	12	1.1690	23.71	24.42	25.15
14	15	1.1890	24.11	24.84	25.58
19	20	1.2090	24.52	25.25	26.01
24	25	1.2290	24.92	25.67	26.44

**CLASS 8 - SECRETARY**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9720	19.71	20.30	20.91
1	2	0.9870	20.02	20.62	21.24
2	3	1.0020	20.32	20.93	21.56
3	4	1.0170	20.62	21.24	21.88
4	5	1.0320	20.93	21.56	22.20
5	6	1.0470	21.23	21.87	22.53
6	7	1.0620	21.54	22.18	22.85
7	8	1.0770	21.84	22.50	23.17
8	9	1.0970	22.25	22.91	23.60
9	10	1.1170	22.65	23.33	24.03
10	11	1.1370	23.06	23.75	24.46
11	12	1.1710	23.75	24.46	25.19
14	15	1.1910	24.15	24.88	25.62

19	20	1.2110	24.56	25.30	26.05
24	25	1.2310	24.96	25.71	26.49

**CLASS 9 - GROUNDSKEEPER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9720	19.71	20.30	20.91
1	2	0.9870	20.02	20.62	21.24
2	3	1.0020	20.32	20.93	21.56
3	4	1.0170	20.62	21.24	21.88
4	5	1.0320	20.93	21.56	22.20
5	6	1.0470	21.23	21.87	22.53
6	7	1.0620	21.54	22.18	22.85
7	8	1.0770	21.84	22.50	23.17
8	9	1.0970	22.25	22.91	23.60
9	10	1.1170	22.65	23.33	24.03
10	11	1.1370	23.06	23.75	24.46
11	12	1.1570	23.46	24.17	24.89
14	15	1.1770	23.87	24.59	25.32
19	20	1.1970	24.28	25.00	25.75
24	25	1.2170	24.68	25.42	26.18

**CLASS 10 – CUSTODIAL WORKER I**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9570	19.41	19.99	20.59
1	2	0.9720	19.71	20.30	20.91
2	3	0.9870	20.02	20.62	21.24
3	4	1.0020	20.32	20.93	21.56
4	5	1.0170	20.62	21.24	21.88
5	6	1.0320	20.93	21.56	22.20
6	7	1.0470	21.23	21.87	22.53
7	8	1.0620	21.54	22.18	22.85
8	9	1.0820	21.94	22.60	23.28
9	10	1.1020	22.35	23.02	23.71
10	11	1.1220	22.75	23.44	24.14
11	12	1.1420	23.16	23.85	24.57
14	15	1.1620	23.57	24.27	25.00
19	20	1.1820	23.97	24.69	25.43
24	25	1.2020	24.38	25.11	25.86

**CLASS 11 – DISTRICT DRIVER, AUTO DRIVER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9530	19.33	19.91	20.50
1	2	0.9680	19.63	20.22	20.83
2	3	0.9830	19.94	20.53	21.15
3	4	0.9980	20.24	20.85	21.47
4	5	1.0130	20.54	21.16	21.79
5	6	1.0280	20.85	21.47	22.12
6	7	1.0430	21.15	21.79	22.44
7	8	1.0580	21.46	22.10	22.76
8	9	1.0730	21.76	22.41	23.09
9	10	1.0880	22.06	22.73	23.41
10	11	1.1080	22.47	23.14	23.84
11	12	1.1280	22.88	23.56	24.27
14	15	1.1480	23.28	23.98	24.70
19	20	1.1680	23.69	24.40	25.13
24	25	1.1880	24.09	24.82	25.56

**CLASS 12 – PRODUCTION ROOM TECH, RECEPTIONIST, SWITCHBOARD**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9290	18.84	19.41	19.99
1	2	0.9440	19.14	19.72	20.31
2	3	0.9590	19.45	20.03	20.63
3	4	0.9740	19.75	20.35	20.96
4	5	0.9890	20.06	20.66	21.28
5	6	1.0040	20.36	20.97	21.60
6	7	1.0190	20.67	21.29	21.92
7	8	1.0340	20.97	21.60	22.25
8	9	1.0540	21.38	22.02	22.68
9	10	1.0740	21.78	22.43	23.11
10	11	1.0940	22.19	22.85	23.54
11	12	1.1140	22.59	23.27	23.97
14	15	1.1340	23.00	23.69	24.40
19	20	1.1540	23.40	24.11	24.83
24	25	1.1740	23.81	24.52	25.26

**CLASS 13 – SPECIALIZED PARAPROFESSIONAL**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9190	18.64	19.20	19.77
1	2	0.9340	18.94	19.51	20.10
2	3	0.9490	19.25	19.82	20.42
3	4	0.9640	19.55	20.14	20.74
4	5	0.9790	19.85	20.45	21.06
5	6	0.9940	20.16	20.76	21.39
6	7	1.0090	20.46	21.08	21.71
7	8	1.0240	20.77	21.39	22.03
8	9	1.0440	21.17	21.81	22.46
9	10	1.0640	21.58	22.23	22.89
10	11	1.0840	21.98	22.64	23.32
11	12	1.1040	22.39	23.06	23.75
14	15	1.1240	22.79	23.48	24.18
19	20	1.1440	23.20	23.90	24.61
24	25	1.1640	23.61	24.31	25.04

**CLASS 14 – COOK MANAGER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.9080	18.41	18.97	19.54
1	2	0.9180	18.62	19.18	19.75
2	3	0.9280	18.82	19.38	19.97
3	4	0.9380	19.02	19.59	20.18
4	5	0.9480	19.23	19.80	20.40
5	6	0.9580	19.43	20.01	20.61
6	7	0.9680	19.63	20.22	20.83
7	8	0.9780	19.83	20.43	21.04
8	9	0.9930	20.14	20.74	21.36
9	10	1.0080	20.44	21.06	21.69
10	11	1.0230	20.75	21.37	22.01
11	12	1.0380	21.05	21.68	22.33
14	15	1.0580	21.46	22.10	22.76
19	20	1.0780	21.86	22.52	23.19
24	25	1.0980	22.27	22.94	23.62

**CLASS 15 – LIBRARY PARAPROFESSIONAL, TECH PARAPROFESSIONAL**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.8780	17.81	18.34	18.89
1	2	0.8880	18.01	18.55	19.11
2	3	0.8980	18.21	18.76	19.32
3	4	0.9080	18.41	18.97	19.54
4	5	0.9180	18.62	19.18	19.75
5	6	0.9280	18.82	19.38	19.97
6	7	0.9380	19.02	19.59	20.18
7	8	0.9480	19.23	19.80	20.40
8	9	0.9630	19.53	20.12	20.72
9	10	0.9780	19.83	20.43	21.04
10	11	0.9930	20.14	20.74	21.36
11	12	1.0080	20.44	21.06	21.69
14	15	1.0280	20.85	21.47	22.12
19	20	1.0480	21.25	21.89	22.55
24	25	1.0680	21.66	22.31	22.98

**CLASS 16 – BUS MECHANIC HELPER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.8780	17.81	18.34	18.89
1	2	0.8880	18.01	18.55	19.11
2	3	0.8980	18.21	18.76	19.32
3	4	0.9080	18.41	18.97	19.54
4	5	0.9180	18.62	19.18	19.75
5	6	0.9280	18.82	19.38	19.97
6	7	0.9380	19.02	19.59	20.18
14	15	0.9580	19.43	20.01	20.61
19	20	0.9780	19.83	20.43	21.04
24	25	0.9980	20.24	20.85	21.47

**CLASS 17 – TEACHER PARAPROFESSIONAL**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.8580	17.40	17.92	18.46
1	2	0.8680	17.60	18.13	18.68
2	3	0.8780	17.81	18.34	18.89
3	4	0.8880	18.01	18.55	19.11
4	5	0.8980	18.21	18.76	19.32
5	6	0.9080	18.41	18.97	19.54
6	7	0.9180	18.62	19.18	19.75
7	8	0.9280	18.82	19.38	19.97
8	9	0.9430	19.12	19.70	20.29
9	10	0.9580	19.43	20.01	20.61
10	11	0.9730	19.73	20.32	20.93
11	12	0.9880	20.04	20.64	21.26
14	15	1.0080	20.44	21.06	21.69
19	20	1.0280	20.85	21.47	22.12
24	25	1.0480	21.25	21.89	22.55

**CLASS 18 – ASSISTANT COOK MANAGER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.8560	17.36	17.88	18.42
1	2	0.8660	17.56	18.09	18.63
2	3	0.8760	17.77	18.30	18.85
3	4	0.8860	17.97	18.51	19.06
4	5	0.8960	18.17	18.72	19.28

5	6	0.9060	18.37	18.92	19.49
6	7	0.9160	18.58	19.13	19.71
7	8	0.9260	18.78	19.34	19.92
8	9	0.9360	18.98	19.55	20.14
9	10	0.9510	19.29	19.86	20.46
10	11	0.9660	19.59	20.18	20.78
11	12	0.9810	19.89	20.49	21.11
14	15	1.0010	20.30	20.91	21.54
19	20	1.0210	20.71	21.33	21.97
24	25	1.0410	21.11	21.74	22.40

**CLASS 19 – COOK, SATELLITE SERVER, STUDENT SUPERVISION AIDE**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.8380	16.99	17.50	18.03
1	2	0.8480	17.20	17.71	18.24
2	3	0.8580	17.40	17.92	18.46
3	4	0.8680	17.60	18.13	18.68
4	5	0.8780	17.81	18.34	18.89
5	6	0.8880	18.01	18.55	19.11
6	7	0.8980	18.21	18.76	19.32
7	8	0.9080	18.41	18.97	19.54
8	9	0.9180	18.62	19.18	19.75
9	10	0.9330	18.92	19.49	20.07
10	11	0.9480	19.23	19.80	20.40
11	12	0.9630	19.53	20.12	20.72
14	15	0.9830	19.94	20.53	21.15
19	20	1.0030	20.34	20.95	21.58
24	25	1.0230	20.75	21.37	22.01

**CLASS 20 – REFUELER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	0.8130	16.49	16.98	17.49
1	2	0.8230	16.69	17.19	17.71
2	3	0.8330	16.89	17.40	17.92
14	15	0.8530	17.30	17.82	18.35
19	20	0.8730	17.70	18.24	18.78
24	25	0.8930	18.11	18.65	19.21

**CLASS 21 – DISTRICT NETWORK MANAGER**

EXP	STEP	INDEX	7/1/2022	7/1/2023	7/1/2024
0	1	1.5210	30.85	31.77	32.72
1	2	1.5360	31.15	32.08	33.05
2	3	1.5510	31.45	32.40	33.37
3	4	1.5660	31.76	32.71	33.69
14	15	1.5860	32.16	33.13	34.12
19	20	1.6060	32.57	33.55	34.55
24	25	1.6260	32.98	33.96	34.98

**2303 SERS PICK-UP (2006)**

- A. The Board agrees to pick-up (assume and pay) contributions to the State Employees Retirement System (SERS) on behalf of bargaining unit members at no additional cost to the Board as follows:
1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be that percent required by law of the bargaining unit member's compensation. The

bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all bargaining unit members.
  3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  4. The pick-up shall apply to all compensation including supplemental earnings.
  5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Agreement shall be modified as necessary to be in compliance with the ruling.
- B. The Board will pick-up and pay one and one-half percent (1.5%) of each bargaining unit member's total annual compensation directly to SERS. This amount is not included as compensation for retirement purposes.

**2304 PLACEMENT (2019)**

- A. Bargaining unit members promoted into a job classification in a different job category will be placed at Step 0 or the lowest step on the higher classification schedule that provides the bargaining unit member with a wage increase of not less than Five Cents (\$.05) per hour. Bargaining unit members who are promoted from one job classification into another within the same job category will be moved laterally to the same step on the classification schedule.
- B. A bargaining unit member who is demoted, or who moves into a lower job classification as a result of a layoff, will be placed on the highest step previously attained in the lower classification or an equal step in the lower classification to that step held in the higher classification, whichever is greater.
- C. A bus driver substituting into another classification shall be placed and paid at Step 1 of the hourly rate of that classification.

**2305 HIGHER CLASSIFICATION (2019)**

- A. If a bargaining unit member is offered the duties of a higher rated category, such bargaining unit member shall be paid the starting rate of the higher classification or the rate of the lowest step in that classification that is at least Twenty-Five Cents (\$.25) per hour above the bargaining unit members regular rate of pay for all time the bargaining unit member works in the higher classification.
- B. Whenever feasible, temporary assignments to jobs involving a higher classification pay shall be fairly rotated between qualified building personnel.

**2306 CALL-IN PAY (2022)**

- A. If a bargaining unit member is called into work outside of his/her regularly scheduled hours, said bargaining unit member shall be granted a minimum of two (2) hours' pay at the appropriate rate. A call-in will be conducted on a rational seniority basis with the most senior bargaining unit member being called first. A member who is called in will receive double pay of the call-in.

B. Transportation Department

A voluntary call-in list will be developed annually. This list will consist of a maximum of four (4) bargaining unit members, all of whom are expected to report in the event of a call-in. Other bargaining unit members who volunteered to be included on the call-in list will be placed on an alternate list. In the event that one of the call-in volunteers is unable to report, the transportation supervisor will call individuals on the alternate list beginning with the most senior bargaining unit member. Individuals performing this work will assist with moving buses and removing snow around the buses. Individuals who are called in will receive an additional ten dollars (\$10) per hour for a minimum of two (2) hours for call-in time.

**2307**     **SHIFT PREMIUM (1997)**

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

**2308**     **NUMBER OF ANNUAL PAYS (2022)**

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

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

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

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

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

**2309**     **EXTRA HOUR DOCUMENTATION (1991)**

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

**2310**     **PAYCHECKS (1991)**

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

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

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

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

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

**2313 SEPARATE CHECK (1997)**

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

**2314 ANNUITY DEDUCTIONS (2009)**

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

**2315 DEDUCTIONS (2013)**

A. FCPE

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

B. Insurances

Insurance premiums owed will be automatically deducted.

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

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

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

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

**ARTICLE 2600 - CPR/FIRST AID TRAINING (2019)**

- A. Any bargaining unit members who are required by the State of Ohio to take CPR training or Basic First Aid training shall either have the course provided by the Board or the costs of the course and

books paid for by the Board. Should the Board provide such training, bargaining unit members may be required to attend.

- B. On or before September 30 of each year, the District shall furnish all bargaining unit members with a master list of all bargaining unit members that shall contain the following information: Names, job titles, work sites, CPI (de-escalation/restraint) training status, ORC and ODE required training, and the current status and expiration date of certifications and required trainings.

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

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

#### **A. Alcohol**

No bargaining unit member shall:

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

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

No bargaining unit member shall:

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

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

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

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

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

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

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

**2703 TESTING (1997)**

A. General

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

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

1. Post-Accident Testing

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

2. Random Testing

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

3. Reasonable Suspicion Testing

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

4. Return-to-Duty Testing

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

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

1. Pre-Performance Testing

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

2. Post-Accident Testing

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

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

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

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

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

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

5. Return-to-Duty Testing

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

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

A. Testing Procedures

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

B. Controlled Substances to be Tested

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

C. Notification to Bargaining Unit Members of Substance Test Results

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

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

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

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

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

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

**ARTICLE 2800 - OCCUPATIONAL SAFETY AND HEALTH**

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

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

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

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will

immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

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

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

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

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

**ARTICLE 3000 - EFFECTS OF CONTRACT**

**3001 EFFECTIVE DATE AND DURATION (2022)**

This Contract and its appendices shall become effective October 1, 2022, and shall remain in effect through September 30, 2025. This Contract and its appendices have been fully explained to and ratified by the parties who have authorized their representatives to sign below.

**3002 CONTROLLING AGREEMENT (1997)**

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

**3003 CONFLICT WITH LAW (2019)**

Any provision of this Contract that is contrary to existing statutes or law is intended to govern the relationship of the parties and replace existing law to the extent permitted to do so by law. Should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof shall be automatically terminated but all other provisions in the Contract shall remain in full force and effect. At the request of either party, the parties will meet no later than ten (10) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the statutory dispute settlement procedure/contractual MAD found in Article 208 of the CBA (assuming it meets SERB requirements) shall be utilized to resolve the dispute.

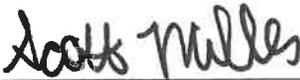
**3004 EFFECTS OF CONTRACT (1997)**

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

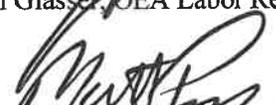
3005 DAYS (1997)

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

FOR THE ASSOCIATION

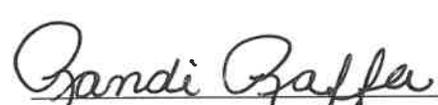
  
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Scott Miller, President

  
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Joel Glasser, OEA Labor Relations Consultant

  
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Matt Pidgeon, Chairperson

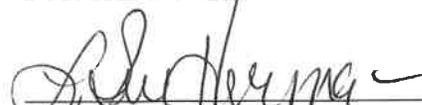
  
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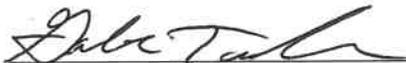
  
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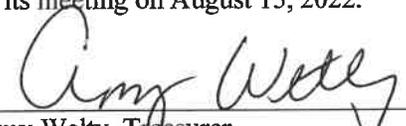
  
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Alison Theiss

FOR THE BOARD

  
\_\_\_\_\_  
L. Sue Herman, BOE President

  
\_\_\_\_\_  
Gabe Tudor, Superintendent

This Contract, as amended, was ratified by the Board at its meeting on August 15, 2022.

  
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Amy Welty, Treasurer

