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STATE EMPLOYMENT  
RELATIONS BOARD

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**MASTER AGREEMENT**

**BETWEEN THE**

**WEST CARROLLTON  
BOARD OF EDUCATION**

**AND THE**

**WEST CARROLLTON  
CLASSIFIED EMPLOYEES ASSOCIATION**

**JULY 1, 2010 TO JUNE 30, 2014**

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## PREAMBLE

This Agreement is made by and between the West Carrollton Board of Education, hereinafter referred to as the "Board," and the West Carrollton Classified Employees Association OEA/NEA, hereinafter referred to as the "Association,"

It is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his/her staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete Agreement of all negotiated items that are in effect throughout the term of said Agreement.

## ARTICLE ONE – RECOGNITION

### 1.01 RECOGNITION

The Association is hereby recognized as the sole and exclusive bargaining agent for the classified bargaining unit herein defined.

### 1.02 UNIT DEFINED

The bargaining unit shall consist of employees assigned to the classifications listed below:

- Attendant
- Bus Aide
- Bus Driver
- Cashier
- Clinic/Clerical Aide
- Computer Lab Coordinator
- Cook (full-time)
- Cook (part-time)
- Cook (Elem. Head)
- Cook (Middle/Sr. High Head)

Custodian  
Discovery/Outdoor Center Coordinator  
ED Assistant  
Educational Interpreter  
Elementary School Principal's Secretary  
Elementary School Secretary  
Job Coach  
Kindergarten Aide  
Lunchroom Teller  
Maintenance I  
Maintenance II  
Maintenance III  
Middle School Principal's Secretary  
Middle School Secretary  
Multi-Handicap Assistant  
Multi-Media Specialist  
Playground Aide  
Pre-School Assistant  
Senior High School Principal's Secretary  
Senior High School Secretary  
Transportation Mechanic

### 1.03 EXCLUSIONS

All employees whose classification is not listed under Article 1.02 above shall be excluded from the bargaining unit.

- A. Those classifications which, on the effective date of this Agreement, are represented by other established bargaining units.
- B. New employees during the ninety (90) calendar days of their probationary period.
- C. Temporary, seasonal, and part-time employees other than regular part-time employees. For the purpose of this Section, a part-time employee is defined as an employee who is scheduled to work less than one hundred twenty (120) work days.
- D. Confidential, management, and supervisory employees including but not limited to the following:

Secretary to Superintendent of Schools  
Secretaries to Assistant Superintendents  
Secretaries to Directors/Supervisors  
Secretary to Business Manager  
Treasurer's Office Staff  
Food Service Supervisor  
District Printer

Facilities, Operations and Maintenance Supervisor  
Secretaries to the Transportation/Operations/Food Supervisors  
Transportation Coordinator  
Transportation Dispatcher  
Transportation Supervisor

1.04 RETITLED AND NEWLY CREATED POSITIONS

Retitled positions shall be included or excluded in accordance with their placement under the previous title; newly created positions shall be included or excluded by mutual agreement of the parties, and failing that, in accordance with ORC 4117 and its related provisions.

1.05 DEFINITIONS

“BARGAINING UNIT MEMBERS” – All personnel eligible for membership in the Association as defined in Article 1.02 of this Agreement.

“BARGAINING UNIT” – Classified employees who are listed in Article 1.02 of the Agreement.

“DAY” – Work day excluding holidays and weekends.

“BARGAINING UNIT WORK” – Work or similar work that is currently done by bargaining unit members.

“FULL TIME” – Four (4) or more hours of work per day for one hundred twenty (120) or more days per year.

“REGULAR PART-TIME” – Less than four (4) hours of work per day for one hundred twenty (120) or more days per year.

1.06 NON-DISCRIMINATION

The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder on the basis of race, religion, age, sex, national origin, or handicap as described in federal law, or for membership or non-membership in the Association or participation or non-participation in its activities, including negotiations or grievances of the Association.

## ARTICLE TWO – ASSOCIATION RIGHTS

### 2.01 PAYROLL DUES DEDUCTION

- A. Association dues shall be deducted from an employee's paycheck upon the Association's providing the Board Treasurer with a payroll deduction signed authorization form. Such deductions shall be continuous while the employee is in the employ of the Board.
- B. Deductions shall be made equally from each pay for all employees authorizing such deductions. Dues deducted by the Board Treasurer shall be transmitted to the Association Treasurer on each payroll date beginning with the month of October and ending June 30 each year. Each payment shall include a listing of the names of, and amount for each employee for which transmittal is being made.

### 2.02 POLITICAL ACTION PAYROLL DEDUCTIONS

Contributions to the Association's Political Action Committee shall be deducted from an employee's paycheck upon the Association's providing the Board Treasurer with a payroll deduction/signed authorization form.

### 2.03 MEETINGS

The Association may conduct meetings and conferences with employees on Board property during employees' non-working hours.

### 2.04 USE OF BOARD FACILITIES, EQUIPMENT AND THE INTERNAL MAIL SYSTEM

The Board shall provide an employee bulletin board at every work site. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.

The Association, or any committee thereof, shall have the right to use the following Board-owned equipment on Board premises without charge: typewriters, copy machines, duplicating equipment, calculating machines, and audio-visual equipment. The Association will reimburse the Board for supplies used and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.

The Association may use the internal mail system of the Board and place Association communications in the mailboxes provided for employees in the system. The internal mail system shall not be used for the distribution of materials which are harassing, abusive, or threatening toward any individual or group.

## 2.05 BOARD DOCUMENTS

The Board shall provide to the Association President, upon request, all public documents routinely prepared, including, but not limited to, Board agendas and approved minutes, lists of all newly hired bargaining unit members, financial statements, and other pertinent reference materials.

## 2.06 ASSOCIATION LEAVE

The Association President or his/her designee shall be granted fifteen (15) days leave to attend and participate in meetings and to conduct Association business. Such leave request must be in writing and submitted to the Business Manager. The written request shall include the names of the Association representative(s) and the date(s) leave is requested. The fifteen (15) days of leave granted herein shall be with pay, but the Board is not obligated to pay any expenses incurred by the Association or its representative(s). Use of Association leave shall not count against an employee's record of perfect attendance.

## 2.07 CLASSIFIED COMMUNICATIONS COMMITTEE

There shall be a Classified Communications Committee formed by the Board and the Association for the purpose of resolving problems that occur during the life of the Agreement. This committee shall have no authority to alter, amend or change contract language or address grievances. However, this committee shall be encouraged to solve identified problems in a creative atmosphere using a consensus based format.

## 2.08 FAIR SHARE FEE

A. Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year for the purpose of determining amounts to be payroll-deducted. The District agrees to promptly transmit all amounts deducted to the Association.

B. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of ninety (90) days employment in a bargaining unit position or January 15<sup>th</sup>.

2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

- C. The District further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- D. The Association represents to the District that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- E. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- F. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
  - 2. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - 3. The Board agrees to: (a) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) Permit the Association or its affiliates to intervene as a party if it so desires, and/or; (c) To not oppose the Association or its affiliates' application to file briefs amicus curiae in action;
  - 4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board

if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

- G. Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for contribution of an equivalent amount to a charitable organization.
- H. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

### ARTICLE THREE – BOARD RIGHTS

- A. The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:
  - 1. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
  - 2. To hire all employees, and, subject to the provisions of law, to determine their qualifications, to discipline or discharge employees for just cause; and to promote, and transfer all such employees.
  - 3. To delegate authority through recognized administrative channels according to current Board policy.
  - 4. To determine job schedules, the hour of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, 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 and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

## ARTICLE FOUR – GENERAL CONDITIONS OF EMPLOYMENT

### 4.01 PROBATIONARY PERIOD

#### A. New Employees

There shall be a probationary period of ninety (90) calendar days from the date of appointment to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time, a new employee shall have no seniority rights, and his/her qualifications to do the work required, or his/her discharge or layoff for any reason shall not be subject to the grievance procedure. Employees retained beyond the probationary period shall have their system seniority computed as of their date of hire.

#### B. New Classifications

Employees assigned to a new classification shall also be placed on a ninety (90) calendar day probationary period as cited above, and except for demotion or termination during the probationary period, said employees shall retain rights to use all grievance procedures. Employees who do not satisfactorily complete their probationary period shall be returned to the classification previously held.

### 4.02 SENIORITY

A. Classification seniority shall be defined as the length of credited service in a given job title.

B. Total seniority/system seniority shall be defined as the length of credited service with the Board in the classified service calculated from the last date of hire.

C. Temporary and substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees. Only regular full-time or regular part-time employees shall accumulate seniority.

D. By November 1 of each year the Board agrees to provide the Association President with a seniority list of all bargaining unit members by classification.

### 4.03 ASSIGNMENTS, TRANSFERS AND VACANCIES

#### A. Open Assignment/Transfers

1. Except for bus drivers as provided for in Article 7.06, an employee may request a transfer within his/her classification by notifying the Business Manager in writing. Transfer requests shall be considered for one (1) year.

2. Transfer requests may be denied, if, in the opinion of the applicable Administrator and/or Supervisor who has interviewed the applicant, that the transfer is not in the best interest of effective operations.
3. Consideration for job assignments shall include qualifications, training, experience, evaluations, seniority and the needs of the district. Where all considerations for a transfer are equal, seniority shall be the determining factor in awarding any such transfer.
4. Open assignments within each classification shall be posted for five (5) work days before making a transfer. The only open assignment which shall be posted is the initial open assignment in the classification. Open assignments as used herein are positions that have been vacated and which the Board has determined to fill.
5. Job postings shall be standardized by posting the open assignments form in each building on the bulletin board used for Association matters and on the bulletin board in the Administration Building on a weekly basis for a period of five work days. Notification of available jobs shall also be made on the District's website available to all employees.

B. Reassignment

In order to meet staff needs of the district, it may be necessary to reassign an employee within his/her classification. Such reassignment shall be made by the applicable administrator, following consultation with the immediate Supervisor, Building Principal(s), and employees involved in the reassignment. Where all considerations for reassignment are equal, seniority shall be the determining factor.

C. Vacancies

Vacancies in the classified service shall be filled in accordance with the procedures set forth in the Rules and Regulations of the Personnel Appeals Board for the West Carrollton City School District. Promotional positions staffed by current employees shall be filled within four (4) weeks after the five (5) day posting period.

#### 4.04 DISCIPLINE PROCEDURE

- A. Discipline shall be imposed on employees covered hereunder only for just cause. Discipline shall normally be progressive unless the offense is serious enough to merit a more severe disciplinary action. Discipline shall include but not be limited to written reprimands, suspensions without pay, and dismissal.
- B. An employee shall have the right to Association representation at any hearing of record in which disciplinary action may result.

- C. Records of written reprimands shall be removed from an employee's personnel file if the reprimand is more than twenty-four (24) months old. Written reprimands do not include suspension(s) or dismissal documents.
- D. Definitions - Progressive discipline shall be understood to include the following progressive steps: verbal warning, written warning, a suspension of up to ten days and termination. It is understood that certain acts of misconduct or unsatisfactory work performance, the combination two or more incidents of misconduct or unsatisfactory work performance, the elapsed time between incidents, and other factors may require the imposition of harsher initial discipline, the skipping of progressive disciplinary steps or the repeating of a progressive disciplinary step. It is also understood that the employee may grieve not only the decision to discipline but also the severity of the discipline imposed.

#### 4.05 PERSONNEL FILES

- A. Except for Civil Service records, an employee's permanent Personnel file shall be kept in a common central location. Said file shall be kept confidential as permitted by applicable provisions of the Revised Code and be opened for professional use only by the Board of Education, Superintendent, Business Manager or Treasurer.
- B. Employees shall have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character or personality, before it is placed in employee's file. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The employee's signature shall not indicate agreement with the content of the material, but indicate only that the material has been inspected by the employee.
- C. The employee may also have the opportunity to reply to such material in the written statement to be attached to the filed copy. Employees shall be informed of any complaint by a parent, student, teacher, etc., which is directed toward that employee, which may, if disciplinary action is taken, become a matter of record.
- D. Derogatory material or complaints against the employee found untrue shall be removed from the employee's file.
- E. Anonymous letters or material shall not be placed in an employee's file nor shall they become a matter of record.
- F. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employees.

#### 4.06 CONFERENCE ATTENDANCE

##### A. Attendance Outside District

Employees covered hereunder may attend workshops or in-service training sessions subject to approval of the Superintendent or his/her designee and the Board.

The Board will pay the following expenses associated with the workshop or in-service training session:

1. Registration
2. Meals which are a part of the workshop or in-service program.
3. Mileage costs up to the current IRS permitted expense shall be made for travel up to a maximum of four hundred (400) miles from West Carrollton.
4. When employees attend conferences which do not include meals, each attending employee shall receive up to a maximum of Fifteen Dollars (\$15.00) per day for a meal allowance, provided receipts for such meal expenses are received within seven (7) calendar days.
5. An employee shall be paid his/her normal hourly rate of pay for all such time of the scheduled program, not to exceed (8) hours per day, when required by a supervisor to attend a workshop or in-service meeting which is being held outside school district boundaries on a day when the employee isn't scheduled for normal work duties.

Approval for the above expenditures will be granted under the following limitations:

- a) Attendance at any one workshop or in-service training session is limited to one employee per classification per school unless expressed permission and approval is granted by the Board.
- b) Transportation costs are limited to one employee per workshop or training session. Upon Board approval, exceptions will be made when five (5) or more employees are attending the meeting. Employees are encouraged to share transportation to such meetings.

##### B. Attendance Within District

An employee who attends in-service conferences within the District on a day when the employee isn't scheduled for normal work duties shall be paid the

normal hourly rate of all such time of the scheduled in-service program. When an employee attends in-service conferences within the District on a day when the employee is scheduled for normal work duties, the employee shall be paid his/her normal daily rate or for the hours in attendance, whichever is greater.

#### 4.07 HIGHER EDUCATION

- A. Employees covered hereunder, when required by the Board to take additional course work or training related to or allied with their current job assignment, will be reimbursed one-half (1/2) of the tuition costs upon the successful completion of the course work or training, the balance to be paid when the employee has worked for the Board six (6) months after successful completion of the required course work or training.
- B. Course work or training must meet the following criteria in order for the employee to be eligible for tuition reimbursement.
  - 1. The training institution must be recognized and approved by the Board prior to enrollment of the employee in course work or training.
  - 2. Employee must secure prior approval of the course work or training from the Business Manager before enrollment.
  - 3. Course work or training shall take place during hours which are not in conflict with the employee's job assignment duty hours.
  - 4. Employee shall submit to the Business Manager official evidence from the training institution in which the employee was enrolled that the employee has successfully completed the course work or training program.

#### 4.08 EVALUATION

- A. The purpose of an evaluation is to assess an employee's work performance and to help the employee to achieve greater effectiveness in performance of the work assigned and thereby improve the educational program.
- B. Bargaining unit members may not act as an evaluator for other bargaining unit members.

#### 4.09 RIGHT TO REPRESENTATION

At any time during the implementation of any aspect of this Agreement or in any situation which may lead to the implementation of any aspect of this Agreement, an employee, upon request, will have the right to Association representation.

## ARTICLE FIVE – CONTRACTS AND WORK SCHEDULES

### 5.01 ANNUAL NOTICE OF SALARY

An individual Annual Notice of Salary shall be received by all employees as soon as practical which shall include the following: Rate per hour, Hours per day, Days per work year and Work Calendar.

### 5.02 JOB DESCRIPTIONS

Current job descriptions for all employees shall be furnished to each employee and the Association President upon request. If these job descriptions are changed, the Association shall be involved as provided for in ORC 4117.

### 5.03 EMERGENCY CLOSING/CALAMITY DAY

- A. Only employees required to work by the Superintendent or his/her designee shall be required to report to work when District schools are closed due to a calamity day(s) declaration. Each employee required to work full-time or part-time on said calamity day(s), early dismissal, or opening delays shall receive their regular rate of pay for hours required to work in addition to their hourly contracted rate for hours not worked on calamity day(s). Hours worked prior to the declaration of a calamity day when those employees are not required to stay for work will not be paid in addition to the regular pay for that time.
- B. If a partial calamity day occurs (only a portion of the District's school buildings are closed), employees who are not required to work will receive their hourly contracted rate for hours not worked. Employees who are required to work in buildings that are closed will receive their regular rate of pay for hours required to work in addition to their hourly contracted rate for hours not worked on such days. Employees assigned to work in school buildings that are not closed will not be affected by such partial calamity day.
- C. Compensatory Time: Employees at their option and with Administrative approval may take compensatory time for any one or more of the first five calamity days declared by the Superintendent in a school year.
- D. More than State Allowance of Calamity Days: In the event that more than the state allowance of calamity days are declared by the superintendent, there shall be no pay for the additional calamity day(s) [in excess of the state allowance]; however, any 12-month employee who chooses to work on an excess calamity day shall be paid time and one-half (1 ½) for the hours worked or, at the employee's option and with Administrative approval, may receive compensatory time at straight time for a day to be scheduled during the school year. Any 12-month employee who chooses not to work may use an earned sick day, vacation day or personal day without having to provide prior notice of such use or may take a day without pay or discipline.

## 5.04 OVERTIME

### A. Payment

1. Except as may be set forth in Article 5.04(A)(2) below, employees in an active pay status in excess of forty (40) hours in any work week, or with the exception of field trips, in excess of eight (8) hours in any work day, will be paid one and one-half (1 ½) times their regular rate of pay.
2. Employees in an active pay status in excess of forty (40) hours in any work week and who work on Sunday due to emergencies, or beyond their regular scheduled hours for non-Board sponsored activities or Board approved non-profit civic activities, will be paid at a rate of time and three-fourths (1-3/4) of their regular rate of pay.

### B. Pay for Holidays

An employee who is required to work on a designated holiday and who works the scheduled day before and the scheduled day after said holiday, will be paid any applicable holiday pay and two (2) times the normal rate of pay for hours worked.

### C. There will be no pyramiding of pay for the same hours worked.

## 5.05 DESIGNATED LUNCH PERIOD

- A. Supervisors of each classification and the Principal of each building shall establish a thirty (30) minute designated lunch period for all classified employees assigned to that building.
- B. Custodial employees with assigned cafeteria duties and responsibilities shall be permitted up to thirty (30) minutes for lunch during the eight (8) hour duty shift subject to the operating needs of the school to which the employee is assigned. Day custodial employees shall receive a free school lunch in the cafeteria.

## 5.06 VACATION

### A. Vacation Schedule

1. All full-time employees scheduled to work eleven (11) or twelve (12) months shall be granted time off for vacations during the year following the employee's anniversary date based upon the following schedule:

After 1 year	2 weeks
After 7 years	3 weeks
After 15 years	4 weeks

2. Part-time employees who are scheduled to work eleven (11) or twelve (12) months shall be granted a pro-rated vacation in accordance with the above schedule.

B. Vacation Requests

If 5 or more days of vacation are requested, 3 days' notice to the building principal or appropriate administrator is required.

If less than 5 days of vacation are requested, 1 day notice to the building principal or appropriate administrator is required.

A district-wide calendar will be distributed to help employees anticipate vacation times and scheduling.

- C. Vacation Carry Over. Unused vacation may be carried over to the next year. The total amount of earned, unused vacation may not exceed three (3) times the employee's current annual accrual. Any excess shall be eliminated from the employee's leave balance annually on the employee's anniversary date. Whenever an employee shall leave the Board's employ, such employee shall be paid at the current rate of pay for the amount of unused vacation leave accumulated, not to exceed three (3) times the employee's current annual accrual.
- D. Employees may sell back to the district unused vacation days at the rate ½ of the employee's current rate of pay. Management will determine whether such sell back is available based on the finances of the district. Employees wishing to participate in this option must apply by November 15<sup>th</sup>. The check for this transaction will be received by the first pay in December. This provision does not apply to severance pay.

## 5.07 HOLIDAYS

A. Holidays Defined

1. The following days are designated as holidays for all full-time employees.

Labor Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas
Christmas Day	New Year's Eve Day
New Year's Day	Martin Luther King Day
Presidents' Day	Memorial Day
Independence Day	

2. The following days are designated as holidays for all employees working ten (10) months or less:

Labor Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas
Christmas Day	New Year's Eve Day
New Year's Day	Martin Luther King Day
Presidents' Day	Memorial Day

3. In order to be eligible for holiday pay, an employee shall be required to be in active pay status on the day preceding and the day following the day on which the holiday occurs. For employees who do not have any accrued leave available, a written affirmation of the reason for their absence is required in order to be eligible for such holiday pay and such affirmation is subject to approval by the Administration.

#### 5.08 TEMPORARY SUMMER BARGAINING UNIT WORK

Temporary summer work shall be posted in accordance with agreed upon posting procedures. Current available and qualified employees will be given preference.

#### 5.09 PROFESSIONAL DAY

If the fall teachers' conference day (WOEA Day) is a day on which school is in session, members of the Association executive board and building representatives shall have the option to work, if scheduled to work, or to attend the Association in-service held on that date. Such employees shall be paid for the day after the Business Manager receives proof of attendance from the employee.

If WOEA Day is a day on which school is not in session, employees regularly scheduled to work that day shall have the option to work or attend the Association in-service held on that date. Such employees shall be paid for the day after the Business Manager receives proof of attendance from the employee.

Payment hereunder shall be for the number of hours normally scheduled for work daily, not to exceed eight (8) hours.

#### 5.10 ALTERNATE CALENDAR SUBSTITUTES

Any nine (9) month employee desiring to act as a substitute within his/her classification to take the place of an Alternate Calendar employee during the summer break period shall sign an availability sheet prior to the close of each student year. Any nine (9) month employee who is employed by the Board in the substitute capacity will be paid on an hourly rate at that step on the salary schedule at which he/she is paid for his/her regular assignment.

## 5.11 BUILDING USE SCHEDULES

In order to facilitate work within each school building, the Administration shall adopt a building use form which shall be distributed from the principal's office daily and on an as needed basis. Supervisors outside of the school building shall confer with the building principal to coordinate work within the school building.

The building use form shall identify work which must be performed for school- based and outside organizations, equipment needed by those organizations, the room or area to be used, the time set aside for such use as well as other projects within the building, including maintenance, custodial and grounds work.

A copy of the building use form shall be given to the custodian, the physical plant managers and the food service manager as necessary.

Concerns or conflicts concerning work identified on the building use form shall first be brought to the attention of the building principal.

## **ARTICLE SIX – LEAVES OF ABSENCE**

### 6.01 PAID LEAVES OF ABSENCE

#### A. Sick Leave

Each full-time employee shall earn and receive sick leave credits at the rate of one and one-fourth (1 ¼) days per month of service (15 days per year) when in active pay status up to a maximum of three hundred thirty five (335) days. Employees who work less than full-time shall earn and receive sick leave credits pro-rated upon the foregoing formula.

#### 1. Usage

An employee may use accumulated sick leave for absence due to personal illness, injury, incapacitation due to pregnancy or exposure to contagious disease which could be communicated to others. An employee may use accumulated sick leave for illness, injury, or exposure to contagious disease in the employee's immediate family. Immediate family is defined as father, mother, spouse, child, sister, brother or grandchild wherever living or dependent relative living in the same house as the employee who is covered by sick leave. An employee may use two (2) days of accumulated sick leave for illness or injury of a grandmother or grandfather, even though such grandparent is not a dependent or living in the same house as the employee. Sick leave shall be charged at a minimum of one (1) hour for each absence.

2. Transfer/Reinstatement Credits

An employee who has transferred from the services of any public agency of the State of Ohio to the Board, shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law and upon receipt of a corroborating statement from former public employers. Such transfer credits shall be limited to a total accumulation as set forth in Section 1.

Previously accumulated sick leave of an employee who has been separated from employment with the Board shall be placed to his/her credit upon his/her re-employment with the Board, provided that such re-employment takes place within ten (10) years of the date on which the employee was last employed by the Board.

New employees shall be advanced up to five (5) days of sick leave.

3. Applying for use of Sick Leave

In order to have days of absence credited to sick leave, an employee must complete an Application for Use of Sick Leave form in triplicate and file three (3) copies with his/her Principal or Supervisor. The application will be approved or disapproved by the Principal or Supervisor. If the Principal or Supervisor approves the application, he/she will send one copy to the Treasurer, will keep one copy in his/her files, and return one copy to the applicant. If he/she disapproves it, he/she will keep one copy for his/her files and return two copies to the applicant stating the reasons.

When possible, sick leave necessary at the beginning of the day will require at least 1 hour notice to the building principal/supervisor and sick leave necessary at or after noon of the day will require at least 2 hours notice to the building principal/supervisor.

4. Notification

An employee who requests to use sick leave shall notify his/her Supervisor and their building principal prior to the beginning of the employee's work shift. Approval of such sick leave request shall be in accordance with the provisions of Article 6.01A (3) above.

5. Examination

The Board may require an employee to take an examination, conducted by a physician selected by the Board to verify physical or mental capability or inability to perform the duties of the position. The cost of such required examination will be paid by the Board.

6. False Claim

The Board reserves the right to withhold benefit payments to any employee submitting a false claim for benefits hereunder and may take disciplinary action up to and including discharge.

B. Bereavement Leave

1. A leave of absence of up to three (3) days, chargeable to sick leave credit, shall be allowed in the event of a death in the family of an employee. Additional time may be granted at the discretion of the Superintendent or his designee. Leave shall be allowed in the event of the death of the following:

Husband	Wife	Mother
Father	Child	Mother-in-Law
Father-in-Law	Brother	Sister
Grandchild		

Any other person who may have filled one of the above roles.

2. Should the death occur at some distance (greater than two hundred fifty (250) miles) from West Carrollton, travel time shall be allowed.
3. Leave of absence of up to one (1) day, chargeable to sick leave credit may be allowed in the event of the death of a close friend or other relative (aunt, uncle or grandparent, etc.).

C. Personal or Emergency Leave

1. Employees shall be granted a maximum of three (3) days per calendar year, which are not cumulative, for personal or emergency leave.
2. Personal leave is defined as personal emergency business which cannot be done before or after school or on a non-school day.
3. Requests for personal or emergency leave shall be made two (2) days in advance, in writing, by the employee to the applicable Administrator/Supervisor, who is directly responsible for the employee's job classification. However, it is recognized that an emergency may arise and the Business Manager/Treasurer may grant personal or emergency leave without written request upon return from leave.
4. Employees shall indicate a reason for usage of a personal leave day on the appropriate Leave Request Form.
5. Personal leave is not to be taken on the opening day of school, the last day of school, the day before or the day after a period holiday and/or vacation period or the day before or day after a professional meeting, unless

otherwise approved by the Superintendent. Within the conditions and provisions of this personal or emergency leave procedure, it is permissible to use one-half day of personal leave.

6. Personal or emergency leave shall be granted for:
  - a) Personal business which cannot be handled other than during the school day.
  - b) Wedding or preparation for wedding, or graduation of a member of employee's immediate family.
  - c) Court appearance as a litigant or witness.
  - d) Birth of employee's child.
  - e) Attendance at ceremonies where a member of the immediate family is receiving an award, and of school related program or function that occurs during school hours.
  - f) Accidents in the immediate family affecting family property.
  - g) Physical examination for induction into the military service.
  - h) Observance of religious holidays.
  - i) Closing real estate transactions.
  - j) Unusual or sudden emergencies which may arise over which the employee has no control.
7. For the purposes of personal or emergency leave, immediate family shall be defined as: husband, wife, father, mother, child, or other dependent relative living in the same household. Classified employees are expected to utilize personal leave with professional discretion.
8. Unused personal leave shall be purchased by the Board at the end of the work year at the following rate scale:

3 days unused = 3 days pay

2 days unused = 1 days pay

1 day unused = 1/3 day pay

All pay will be at the employee's regular rate of pay.

D. Court Appearance Leave

Employees who have the responsibility to perform jury duty or are subpoenaed or summoned to court shall receive his/her regular pay. The allotment for serving in such a capacity shall be turned over to the district.

E. Assault Leave

All cases of job-related threat or violence to members of the bargaining unit by students or their parents during work hours, or in school related activities to which he/she has been assigned, on or off school premises, shall be reported to the appropriate Principal or Supervisor immediately after occurrence. If in the judgment of the employee and the appropriate supervisor/administrator the assault is sufficiently severe, the police shall be jointly notified by the employee and supervisor/administrator. The employee may notify the police on his/her behalf. A written report of all assaults on employees will be made to the Business Manager by said employee for further investigation. Any employee who is assaulted shall be excused from work to seek a physician's evaluation of his/her injuries. If the physician's evaluation of the injury due to said assault warrants the employee have time off, then a maximum of forty-five (45) days, not deductible to sick leave, shall be granted. During the time the employee is receiving assault leave pay he/she will not be eligible to also collect Workers Compensation pay.

6.02 UNPAID LEAVES OF ABSENCE

A. Unpaid Medical Leave

1. Benefit

Upon the exhaustion of any sick leave benefits, an employee, upon request, shall be granted a leave of absence without pay, for a period of up to one (1) year. Such leave shall be granted in increments of up to thirty (30) days when such employee provides proof of a mental or physical disability that restricts the full performance of the employee's duties. This leave may be extended for an additional period of up to one (1) year. Additionally, the Board may, without the request of an employee, place a disabled employee who has exhausted sick leave benefits on a leave without pay status as provided herein.

2. Reinstatement

Upon the return to service following the use of a leave of absence as provided in this Article, the returning employee shall resume employment in the same classification he/she held prior to the commencement of such leave. Such right of reinstatement shall be available only if the employee

is capable of the full performance of his/her duties as may be established by competent medical authority.

B. Child Care Leave

An employee shall be granted an unpaid leave of absence for the purpose of caring for a child for up to two (2) years. "Child" shall be defined as a natural or adopted child or grandchild, a child over whom the employee has legal custody through court order or a child over whom the employee stands in *loco parentis* in the eyes of the law.

C. Leave of Absence for Professional Study

An employee shall be granted an unpaid leave of absence for the purpose of pursuing full-time study at an accredited university or institute for up to two (2) years. Such study programs shall be approved by the Board prior to the approval of the leave.

D. Qualified Leave of Absence

1. A qualified leave of absence for the remainder of the scheduled year may be granted to a regular non-teaching employee. Upon a written request of a non-teaching employee, the Board may extend a qualified leave for the ensuing year.

Definition: A qualified leave of absence is a leave granted with the stipulation that the person requesting it will be rehired at the time of requested return from leave, providing the employee notifies the Business Manager by letter of the employee's desire to be rehired at least thirty (30) days prior to the termination of such leave and if there is a vacancy in the work classification in which the person worked at the time he/she was granted the leave.

2. A non-teaching employee shall not be eligible for a qualified leave of absence until he/she has worked at least one (1) year for the Board or worked at least one (1) year since he/she returned from a previously granted qualified leave of absence.
3. Qualified leave shall not be authorized for the following reasons:
  - a) Shift change of another job or responsibilities of another job.
  - b) To establish eligibility for unemployment benefits due to layoff from another job.
  - c) Schooling or education for a job other than for the Board.

If an employee, while on authorized qualified leave, is using the leave under conditions outlined in A, B, or C listed above, this would constitute the employee's immediate termination from employment with the Board and the immediate termination of benefits provided by the Board.

#### Bus Drivers

Any driver returning from qualified leave may not exercise his/her seniority for bidding purposes on routes and buses, until after the next annual route and bus selection has taken place.

#### Family and Medical Leave Act

An eligible employee shall be granted up to twelve (12) weeks of unpaid Family and Medical Leave Act leave in accordance with federal law. Such leave shall be in conjunction with other available leaves.

#### General Provisions for Unpaid Leaves of Absence

An employee on an unpaid leave of absence may continue all insurance programs outlined in Article 11 for the duration of the leave of absence at his/her expense for the full amount of the premium.

An employee on an unpaid leave of absence shall not be considered to have had a break in continuous service, but shall not accumulate seniority during the time spent on an unpaid leave.

### 6.03 SICK LEAVE BANK

#### A. Purpose

The purpose of the Sick Leave Bank is to provide for catastrophic personal or family illness to contributors to the bank who have exhausted their accumulated sick days and who are experiencing prolonged catastrophic personal or family illness or injury. Allotments will be limited to participating employees for use only in cases catastrophic illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).

#### B. Enrollment

Members may enroll in the Sick Leave Bank through October 1 of each school year with written notification to the West Carrollton Employees Association (WCCEA) President. Membership will automatically be renewed unless that member requests to be withdrawn from the bank in writing to the WCCEA President.

C. Contributions

Upon enrollment, a member shall contribute one (1) day of his/her earned sick days the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable. If additional days are needed, each member of the bank may be asked to contribute up to an additional day in one day increments. The maximum number of days allowed in the bank shall be no more than the total number of the classified employees covered under the collective bargaining agreement.

D. Sick Leave Bank Committee

1. The superintendent or his designee
2. Three (3) members of WCCEA appointed by the WCCEA president
3. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the treasurer.
4. The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the WCCEA and the board.

E. Procedures

1. Applications for sick leave benefits will be accepted only from those individuals who have enrolled and contributed to the bank.
2. Allotments will be limited to use for personal catastrophic illness or injury or catastrophic illness or injury in the immediate family (mother-father-spouse-child). A doctor's statement describing the illness or injury is required with the application in order for the request to be considered.
3. Once determined by the SLBC to receive an allotment from the bank, the maximum number of days a member may receive from the bank shall not exceed twenty (20) days. The employee must reapply for additional paid leave beyond twenty (20) days, not to exceed forty (40) days per school year.
4. Allotments from the Sick Leave Bank will be only for absences under a member's regular contract. Allotments will not be made for absences from extra work such as temporary summer work or working more than one job during the school year.
5. Days may not be received from the bank for absences due to injuries or illnesses that qualify a member for workers compensation benefit.
6. After an employee has used days from the bank and has returned to work, he/she shall begin to repay the bank for the days used at a rate of one (1) day out of every three (3) months worked until the bank is repaid or the member is no longer employed by the district.

## ARTICLE SEVEN – CLASSIFICATION PROVISIONS

### 7.01 AIDE/ASSISTANT/ATTENDANT EMPLOYEES

#### A. Bus Aides

##### 1. Annual Bidding

- (a) Annually bus route packages will be established by the Supervisor. Bus route packages shall be posted for a period of not less than five (5) work days. Bidding shall occur prior to the end of the traditional school year.
- (b) An aide may successfully bid on a route package based on classification seniority. Should more than one aide apply for a route package then the length of continuous classification seniority shall be the determinative factor.
- (c) Any route package remaining vacant after the close of the annual bidding procedure will be assigned by the Supervisor to new employees.
- (d) Any aide who is on leave or vacation, and who desires to bid on a route package, shall give his/her Supervisor written notice of such intent.
- (e) All route packages which become open will be bid prior to the start of the traditional school year.

##### 2. Route Changes During The Traditional School Year.

- (a) When a route package with its bus becomes open during the traditional school year, such route will be posted for two days and an aide may bid for the open route package. Only once in a year may an aide receive a mid-year change.
- (b) Should more than one aide apply for a route package then the length of continuous classification seniority shall be the determinative factor.

##### 3. General Provisions for all Bidding

- (a) When the most senior aide successfully bids on a new route his/her previously held route shall be posted and bid upon until all successive routes have been filled.

- (b) All changes of routes will occur immediately after the last route has been successfully bid upon on the basis of classification seniority.
- (c) Route packages shall be posted prior to the time of selection and to the extent possible shall include street names, stops, schools, etc. Route packages shall be updated immediately prior to the selection process.
- (d) All routes shall be posted with their estimated number of hours. Hours will be recalculated based on need and adjusted upward as necessary. Each aide will be given a calendar of their daily hours for the year.
- (e) Any aide who has exceeded eight (8) hours per day, not to include field trips, will not be eligible to bid on extra daily work. Once an aide's contracted route (AM and PM) reaches eight (8) hours, the aide is not eligible to contract a midday route.

#### 4. Salary Provisions

- (a) Pre-school/handicapped routes shall be based on a minimum of 30 minutes less than the drivers hours per day. Newly created pre-school and handicapped routes may be posted at 1 hour and adjusted upward as needed.
- (b) The Alternative Attendance Schedule shall be based on a minimum of two (2) hours.
- (c) Mid day routes shall be paid at no less than one and one half (1 ½) hours per day at the aide's regular rate of pay.
- (d) Middle of the day trips, including early dismissal, are not to be included in the minimum day. Payment for these trips shall be based upon the aide's regular rate of pay. A middle of the day trip is defined as a forty-five (45) minute split in time from the time of an aide's regular run.
- (e) Aides will be paid on contract for their regular contracted hours for their traditional calendar work time on a 26 pay schedule. All other time in excess of the contracted number of hours will be paid on a deviation time sheet.

#### 5. Substituting

- (a) All bus aides shall have priority in substituting for other bus aides on the basis of seniority.

- (b) Bargaining unit members shall be offered substitute work prior to any non-bargaining unit member employee.
- (c) No aide shall be permitted to have two mid day routes on a regular basis except when no other aides are available.
- (d) If an aide's regular route has exceeded eight (8) hours he/she shall not be eligible to substitute on a kindergarten/midday route unless all other regular aides have been exhausted.
- (e) One aide is permitted to substitute a separate route from his/her regular route when a monetary gain is involved on the basis of classification seniority. If an aide is going to be off for three (3) days or more, the second aide is eligible to take the place of that aide as long as it is for a monetary gain.
- (f) Any aide desiring to act as a substitute kindergarten/midday aide shall sign an availability sheet during the last two (2) weeks of May for a twelve (12) month period. Opportunities shall be offered to the signing aides, by classification seniority, on a daily basis. Aides wishing to sign after the initial period shall be placed at the bottom of the rotation for the remainder of the traditional school year.

6. Field Trips

- (a) Aide positions for field trips will be filled exclusively from the aide seniority list.
- (b) Field trip selections shall rotate continuously from top to bottom through the field trip seniority list.
- (c) Field trips will be posted by the Supervisor of Transportation on Thursday by 9:30 a.m. prior to the week in which the trips are scheduled. Aides shall initial the field trip sheet by 9:30 a.m. the next work day following posting of the trips. Field trip selections shall remain posted until the end of the following week.
- (d) Aides who turn in an accepted field trip six (6) times during a school year shall be removed from the field trip list for the remainder of the school year. Exceptions to the within penalty provision shall be excused absences.
- (e) The Supervisor, upon request, shall substitute an aide's regular route so the aide can take a field trip.

- (f) Aides who have a field trip canceled will be paid for a minimum of two (2) hours if notified within twenty-four (24) hours of the canceled trip.
- (g) Pay for field trips shall be at the field trip rate for a minimum of two (2) hours.
- (h) Aides shall have chargeable and non-chargeable field trip lists that are rotated as 6.a of this section

7. Midday Runs

Regular and substitute aide positions for midday runs will be bid on a seniority basis. The three most senior aides will be given first opportunity to bid or substitute for aide positions on midday runs. Thereafter, regular and substitute aide positions on midday runs will be filled using Series II seniority.

B. Assistants

- 1. All currently employed assistants shall be scheduled to work a minimum of six (6) hours per work day.
- 2. Newly hired E.C.C. assistants may be hired as three (3) hour employees. Current employees may choose a three (3) hour position if available.

C. Attendants

- 1. Attendants will be on a 26-pay salary schedule, based on the hours assigned to work. If a student receiving attendant services is absent from school, the attendant will be reassigned to alternative duties.
- 2. Attendants are employed on a variable work schedule based on the needs of the specific student. Attendants will be assigned to a specific student based on the specific needs of the student. Attendants must be able to satisfy the changing needs of the student.
- 3. If a student receiving attendant services no longer attends the district and/or no longer needs attendant services, the employment relationship between the district and the attendant will be terminated. Such attendants will be laid off with recall rights, in accordance with Article 8 of this Agreement and will be given priority placement for newly created attendant positions if they meet the qualifications.
- 4. See section 11.01 C. for health insurance benefits and 11.02 C. for dental insurance benefits for attendants.

5. Attendants are eligible for life insurance according to the schedule detailed in section 11.03 and for Section 125 benefit plan in section 11.04.

D. Educational Interpreter

1. Interpreters will be on a 26-pay salary schedule, based on the hours assigned to work. If a student receiving Interpreter services is absent from school, the Interpreter will be reassigned to alternative duties.
2. Interpreters are employed on a variable work schedule based on the needs of the specific student. Interpreters will be assigned to a specific student based on the needs of the student.
3. If a student receiving Interpreter services no longer attends the district and/or no longer needs Interpreter services, such Interpreters will be laid off with recall rights, in accordance with Article 8 of this Agreement. Such Interpreters will not have bumping rights, however they will be given priority placement for newly created attendant positions if they meet the qualifications.

7.02 CLERICAL EMPLOYEES

- A. Elementary and secondary school secretaries will not be scheduled for work for the days between Christmas and New Year's.
- B. Elementary secretaries assigned to Shade, Nicholas, Holiday and Russell schools will not be scheduled for work for two (2) weeks of July.
- C. The above referenced secretaries who, at the discretion of the applicable Supervisor and upon mutual agreement, may establish duties of work between Christmas and New Year's or during two weeks in July and shall be paid at the regular hourly rate of pay.
- D. In elementary and secondary schools, the principal shall inform the secretary of the identity of the certificated employee to be responsible for the activities of the school during any absence of the principal from the building.

7.03 CUSTODIAL/MAINTENANCE/MECHANIC EMPLOYEES

- A. Overtime Procedure
  1. Except for special assigned overtime to employees working as Maintenance I, Maintenance II or Maintenance III, all overtime, including overtime in areas in which reference to building does not apply, will be assigned by classification to available, eligible employees.
  2. "Special assigned" overtime as used herein will mean those overtime assignments of non-routine, non-rotating nature such as physical plant

assignments, heating and air-conditioning assignments and emergency maintenance assignments.

3. In order to be eligible for system wide and/or building overtime in the district, employees will complete and return the proper form to their supervisor. When an employee wants to remove his/her name from any overtime list, the employee shall notify his/her supervisor, in writing, to remove his/her name from the appropriate list.
4. The use of overtime or substitutes shall be determined by the applicable supervisor with the exception of Elementary Building Overtime. Elementary custodians shall be offered their building overtime before substitutes.
5. Employees will not work more than 16 hours in a 24 hour period unless an emergency occurs.
6. Employees reporting any absence are to notify both the applicable supervisor and their building principal.

#### B. Building Overtime

1. When building overtime is necessary, the opportunity to work will be offered to employees currently assigned to that building. All building overtime hours will be recorded and calculated by the applicable supervisor or his/her designee. Employees who refuse building overtime hours will be charged with the hours as if worked. The applicable supervisor will assign overtime on a basis that is as equal as possible, using charged hours for equalization.
2. Employees who decline to work offered overtime on three (3) consecutive occasions will result in the employee being removed from the building overtime list for thirty (30) calendar days. The employee must resubmit for inclusion to the building overtime list.
3. If a sufficient number of eligible employees are not available to meet necessary building overtime requirements, the applicable supervisor will assign overtime in a respective building from the system wide/classification list of available eligible employees. Employees with the least number of charged hours on the system wide list will be offered the overtime hours first, in numerical order, until district needs are fulfilled.

#### C. System Wide Overtime

1. All system wide overtime hours will be recorded and calculated by the applicable supervisor or his/her designee. Employees who refuse system

- wide overtime hours will be charged with the hours worked by the replacement employee.
2. System wide overtime will be recorded as accurately as possible to reflect the total amount of charged overtime hours to each eligible employee. The applicable supervisor will assign overtime on a basis that is as equal as possible, using charged hours for equalization.
  3. Employees who decline to work offered overtime on three (3) consecutive occasions will result in the employee being removed from the system wide overtime list for thirty (30) calendar days. The employee must resubmit for inclusion to the system wide overtime list.
  4. Except for vacation, employees returning from an approved leave of absence of more than ten (10) consecutive work days will be given a recalculated number of charged hours based on the average number of hours on the system wide overtime list. The average will not be less than the hours charged prior to the commencement of such leave.
  5. Newly hired or current employees becoming eligible for the system wide list will be charged with the number of hours credited to the employee with the greatest number of hours on the list.
- D. The Board will provide to custodians, maintenance and mechanic employees all safety equipment/clothing required and/or necessary to perform assigned tasks at no cost to the employee.
- E. There shall be no split shifts on a regular basis during the term of this Agreement unless by mutual agreement.
- F. A fifty cent (\$.50) per hour increment shall be paid to the Elementary Lead Custodian, the Maintenance I Group Leader, the Maintenance II Group Leader, and the Transportation Mechanic Group Leader. A seventy-five cent (\$.75) per hour increment shall be paid to the Secondary Lead Custodian.
- G. When custodians and/or maintenance employees, are assigned to work the night shift, such employees shall receive a night shift differential of forty cents (\$.40) for each hour worked on the night shift. Night shift assignments will normally occur during the regular school year.
- H. Mechanics who possess ASE certification shall be paid an increment of \$.25 per hour for each step of ASE certification achieved. Mechanics must maintain the certification and training skills to keep the stipend.
- I. Maintenance employees who possess renewable certifications (Asbestos, Chemical) will be paid an increment of \$.25 per hour for each such certification. Maintenance employees must maintain the certifications and training skills to keep the stipend. Maintenance employees will be paid an increment of \$.15 per hour for nonrenewable additional training. Maintenance employees must maintain the training skills to keep the stipend.

J. Series I employees will wear shirts provided by the district.

#### 7.04 FOOD SERVICE EMPLOYEES

- A. Head cooks shall be scheduled to work a minimum of seven (7) hours per workday. Head Cooks will receive one (1) hour per week of deviated time that may be used, as needed, to complete work in the kitchen.
- B. All cooks who possess professional certification or re-certification in A.S.F.S.A. shall be paid an increment of \$.20 per hour.
- C. When a full time cook substitutes for a head cook they shall receive head cook pay.
- D. If a cashier substitutes for a part time cook, they shall receive cashier pay.
- E. During conference days lunchroom employees may be assigned work at the discretion of the Lunchroom Supervisor for which they will be paid their regular rate of pay.
- F. Substitute assignments for lunchroom positions shall first be offered to food service employees in that building and paid at the rate outlined in this Agreement before calling a substitute.
- G. If a substitute cook is needed, as determined by the head cook, a good faith effort will be made to bring in a substitute cook, provided however, the regular employee notifies his/her immediate Supervisor at least two (2) hours prior to the start of the regular duty time. The authorization to call in a substitute shall not be unreasonably withheld. The Supervisor may assume the responsibilities of any absent regular employee.

#### 7.05 MULTI-MEDIA SPECIALISTS

An increment of fifteen cents (\$.15) per hour shall be paid to employees in the classification of Multi-Media Specialist who possess nine (9) semester hours of credit in Library Science. An increment of twenty cents (\$.20) per hour shall be paid to employees in this classification who possess eighteen (18) semester hours of credit in Library Science.

#### 7.06 BUS DRIVER EMPLOYEES

##### A. Terminology

Alternative Calendar      A period of time from the first day year-round school begins until the first day the traditional school year begins.

Run                              A sequence of stops that a bus services for one school.

Route	A series of combined am and pm bus runs assigned on a set schedule.
Extra Run	Any run needed to accommodate the needs of students or if a route is split. Any run not assigned to a route package. Based on availability of drivers.
Midday	Any established middle of the day run including kindergarten, pre school and handicapped runs that vary from the am and/or p.m. runs.
Day field trip	Any field trip that occurs on a regular school day and runs mostly during the normal school hours.
Night field trip	Any field trip that generally runs after 2:00 pm or runs at <u>anytime</u> when school is not in session (summer, holidays, or weekends).
Handicapped Route/midday	Any route that specifically transports disabled or special needs students and equipment on a regular basis. A bus aide is required on this route. Drivers and aides of handicapped routes have first option for handicapped midday runs.
Route package	A group of bus runs bid upon by a bus driver or aide.
Extra daily work	Any work not bid upon or assigned according to seniority, in a route package.
Out of District routes	Any bus route that transports students to a school outside of the West Carrollton school district on a regular basis. Buses may be assigned by the administration, based upon need.
Early dismissal	Any dismissal time that is sooner than the regularly scheduled dismissal.
Charged Field Trip	Any field trip posted or turned back in, more than 24 hours before the scheduled departure time.
Non-charge Field trip	Any field trip posted or turned in with less than 24 hours notice.

City trips Any field trip sponsored by the cities or township within our district or the local parks and recreation departments. City trips reimburse drivers at their regular rate of pay. All salaries are paid directly to the drivers from the city.

## B. Bus Routes

### 1. Annual Bidding

- (a) Annually bus route packages will be established by the Supervisor. Bus route packages shall be posted for a period of not less than five (5) work days. Bidding shall occur prior to the end of the traditional school year.
- (b) A driver may successfully bid on a route package based on classification seniority. Should more than one driver apply for a route package then the length of continuous classification seniority shall be the determinative factor.
- (c) Any route package remaining vacant after the close of the annual bidding procedure will be assigned by the Supervisor to new employees.
- (d) Any regular driver who is on leave or vacation, and who desires to bid on a route package, shall give his/her Supervisor written notice of such intent.
- (e) All route packages which become open will be bid prior to the start of the traditional school year.

### 2. Route Changes During The Traditional School Year

- (a) When a route package with its bus becomes open during the traditional school year, such route will be posted for 2 days and a driver may bid for the open route package. Only once in a year may a driver receive a mid-year change.
- (b) Should more than one driver apply for a route package then the length of continuous classification seniority shall be the determinative factor.

### 3. General Provisions for all Bidding

- (a) When the most senior driver successfully bids on a new route his/her previously held route shall be posted and bid upon until all successive routes have been filled.

- (b) All changes of routes will occur immediately after the last route has been successfully bid upon on the basis of classification seniority.
- (c) Route packages shall be posted prior to the time of selection and to the extent possible shall include street names, stops, schools, etc. Street maps shall be furnished to each driver upon request. Route packages shall be updated immediately prior to the selection process.
- (d) All routes shall be posted with their estimated number of hours. Hours will be recalculated based on need and adjusted upward as necessary. Each driver will be given a calendar of their daily hours for the year.
- (e) Any driver who has exceeded eight (8) hours per day, not to include field trips, will not be eligible to bid on extra daily work. Once a driver's contracted route (AM and PM) reaches eight (8) hours, the driver is not eligible to contract a midday route.

#### 4. Alternative Calendar Supplemental

- (a) Bidding on Alternative Calendar Supplementals (ACS) will occur immediately following Annual Route Package Bidding.
- (b) Drivers who have successfully bid on Schnell Route Packages will be given first right of refusal on the Alternative Calendar Supplementals.
- (c) If there are any remaining Alternative Calendar Supplementals, a driver may bid on them. The ACS will be awarded to the bidding driver following the procedures of the Annual Bidding process.
- (d) If an ACS remains unfilled after this bidding process, the Transportation Supervisor will offer the ACS to the subs. If an ACS remains unfilled the Transportation Supervisor may assign it to a Schnell driver by reverse classification seniority.

#### C. Buses

1. Drivers will keep their same buses when changing routes except for mid-year changes where the bus goes with the route package and except for the handicapped/regional and out-of-district routes which have assigned buses, or buses assigned to in-district routes as in Section 2 below.
2. At any time during the school year if a bus becomes available due to being taken off an assigned route, or if a bus is purchased or leased by the district, it shall be assigned by the transportation supervisor to a handicapped or out of

district route if needed. If none exists, the bus will then be posted for all drivers to bid upon. After the initial posting of 5 days, subsequent postings will be for two (2) days each. A driver may successfully bid on a new (first owner) bus based on classification seniority once in a six-year period. The six-year period begins with the date of assignment.

3. The buses assigned as per Section 2 above not bid by seniority shall be bid at the end of the traditional school year on the basis of classification seniority. These assigned buses may be bid upon by drivers with buses which are acceptable, as determined by the Business Manager, for the assigned route, otherwise the originally assigned bus will remain on that route.

D. Salary Provisions

1. The salary schedule for bus drivers shall be based on a minimum 4.25 hour day.
2. All current pre-school routes shall be based on a minimum of 4.5 hours per day. Three (3) handicapped routes shall be based on a minimum of five and one-half (5-1/2) hours per day schedule. Newly created pre-school and handicapped routes may be posted at 4.25 hours minimum and adjusted upward as needed.
3. The Alternative Calendar Routes shall be based on a minimum of two (2) hours.
4. Midday routes shall be paid at no less than one and one half (1-1/2) hours per day at the driver's regular rate of pay.
5. Middle of the day trips, including conference runs, are not to be included in the contracted day. Payment for these trips shall be based upon the driver's regular rate of pay. A middle of the day trip is defined as a forty-five (45) minute split in time from the time of a driver's regular run.
6. Drivers will be paid on contract for their regular contracted hours for their traditional calendar work time on a 26 pay schedule. All other time in excess of the contracted number of hours will be paid on a deviation time sheet.
7. Bus Drivers shall initially be eligible to move from Step 0 to Step 1 upon the satisfactory completion of their ninety (90) day probationary period and shall thereafter be eligible for step increases in accordance with the provisions of Article 10.02(A).

E. Substituting

1. Bargaining unit members shall be offered substitute work prior to any non-bargaining unit member employee.
2. No driver shall be permitted to drive 2 midday routes except when no other drivers are available.
3. If a driver's regular route has exceeded 8 hours, he/she shall not be permitted to substitute on a kindergarten/midday route unless all other regular drivers have been exhausted.
4. One regular driver is permitted to substitute a separate route from his/her regular route when a monetary gain is involved on the basis of classification seniority. If a driver is going to be off for three (3) days or more, the second driver is eligible to take the place of that driver as long as it is for a monetary gain.
5. Any regular driver desiring to act as a substitute midday driver shall sign an availability sheet during the last two (2) weeks of May for a twelve (12) month period. Driving opportunities shall be offered to the signing drivers, by classification seniority, on a daily basis. Drivers wishing to sign after the initial period shall be placed at the bottom of the rotation for the remainder of the traditional school year.
6. Daily substitute work will be clearly posted outside of the transportation office.
  - a) Drivers may sign up for extra work, based on seniority, up to one (1) hour before scheduled departure time.
  - b) During a period that is less than one (1) hour and greater than one-half hour (30 minutes) before departure, the transportation coordinator or designee shall call from the seniority list to fill any vacancies.
  - c) Substitute work may be assigned by the transportation coordinator or designee if still available less than 30 minutes before departure time.
  - d) When practical, transportation office staff will display open assignments in a manner that distinguishes them from filled assignments (i.e.: different color ink, different spot on board).

F. Non-Handicapped Midday Routes

1. Driver positions for midday runs will be bid on a seniority basis. The three most senior aides will be given first opportunity to bid or substitute for aide positions on midday runs. Thereafter, regular and substitute aide positions on midday runs will be filled using Series II seniority.
2. Unless no aides are available, work done by drivers in the aide classification on midday runs does not entitle drivers to accumulate or exercise seniority in

the aide classification for any other purpose. (For example, drivers cannot use driver seniority to fill vacancies in the aide position, or to bid on field trips in the aide classification.)

3. No driver shall be permitted to drive two midday routes except when no other drivers are available.
4. If a driver's regular route has exceeded 8 hours, he/she shall not be permitted to substitute on a kindergarten/midday route unless all other regular drivers have been exhausted.
5. Any regular driver desiring to act as a substitute midday driver shall sign an availability sheet during the last two weeks of May for a 12-month period. Driving opportunities shall be offered to the signing drivers by classification seniority on a daily basis. Drivers wishing to sign after the initial period shall be placed at the bottom of the rotation for the remainder of the traditional school year.

#### G. Field Trips

1. Field trip selections shall rotate continuously from top to bottom through the field trip seniority list.
2. Field trips will be posted by the Supervisor of Transportation on Thursday by 9:30 a.m. prior to the week in which the trips are scheduled. Drivers shall initial the field trip sheet by 9:30 a.m. the next work day following posting of the trips. Field trip selections shall remain posted until the end of the following week.
3. Drivers who turn in an accepted field trip six (6) times during a school year shall be removed from the field trip list for the remainder of the school year. Exceptions to the within penalty provision shall be excused absences.
4. The Supervisor, upon request, shall substitute a driver's regular route so the driver can take a field trip.
5. Drivers who have a field trip canceled will be paid for a minimum of two (2) hours if notified within twenty-four (24) hours of the canceled trip.
6. Pay for field trips shall be at the field trip rate for a minimum of two (2) hours.

#### H. Drug and Alcohol Testing

1. All drug and alcohol testing shall be performed as outlined by federal and state laws.
2. All drug and alcohol testing will occur only immediately before, after or during a route.

3. If a driver is on an approved leave of absence and his/her name is pulled for testing, it shall be held until he/she returns to work and he/she shall not be contacted at home.
4. Drivers who are not already on the clock shall be paid for the actual length of time of the test at their regular rate of pay with a minimum of one (1) hour.

I. General Provisions

1. An emergency number will be given to all drivers for emergency use while driving their regular route or an assigned field trip. During non-school hours, either the Supervisor or his/her designee shall be available for emergencies. If the emergency phone number is a long distance call, the driver shall make a collect call.
2. The Board will reimburse a bus driver applicant for the cost of taking any test administered by the State if the applicant successfully passes the test that was taken and if the applicant successfully obtains a commercial driver's license. The Board will also reimburse a bus driver for the cost of the fee for obtaining the commercial drivers license.
3. Bargaining unit members assigned to assess the skills of other drivers as required by state law cannot hire, fire, and/or discipline nor can they recommend same. The number of employees designated to perform this function shall be as allowed by law.

- J. A Transportation Department Safety Committee shall be established for the purpose of, but not limited to, reviewing employee safety issues in the department, developing training programs for the department and for the district, and to promote the safe transportation of students, and developing policies for student discipline on the bus. The committee shall be composed of the following:

Appointed by the Association president – 1 trainer, 3 drivers, 1 aide;  
Appointed by the district – 1 administrator, 1 substitute, 1 other transportation employee.

This committee shall be a permanent committee.

K. On Board Instructors

One designated on board instructor shall perform eight (8) hours of work, driving, administering certifications and/or training. This on board instructor may bid a 4 ¼ hour route.

## ARTICLE EIGHT – LAYOFF AND RECALL

### 8.01 LAYOFF PROCEDURE

- A. Prior to recommending any layoffs, the Superintendent or his/her designee shall advise the Association President of the position(s) within each job classification that will be affected. At such time as the Administration determines that an employee may be laid off due to a reduction in nonteaching staff, the Association and the employee shall be informed of that possibility.
  
- B. Whenever the decision is made by the Board to reduce the number of employees in a job classification, the following procedure shall be followed:
  - 1. The order of layoff of classified employees shall be within each respective classification affected:
    - a) Initially laid off employees shall be those newly hired employees who have not completed their probationary period after appointment.
    - b) Thereafter, employees who have satisfactorily completed their probationary period after appointment shall be laid off.
  
  - 2. If an employee's job classification seniority permits, and such employee has the present ability and qualifications to perform in another position, the employee(s) affected by the layoff shall be allowed to move to a lower listed classification in the following successive manner:
    - a) Fill any available vacancy in the same classification provided he/she is physically qualified for such position.
    - b) Displace the least senior employee in the same classification provided he/she is qualified for such position.
    - c) If unable to displace another employee under (b) above, then, utilizing cumulative series seniority, displace the least senior employee in a successively lower listed classification within the series. Such displacement right shall exist whether or not the employee previously held such lower listed classification.
    - d) If unable to displace another employee under (b) or (c) above, displace the least senior employee in a lower series classification previously held utilizing cumulative continuous District seniority, provided he/she is both physically and otherwise qualified for such position and currently possesses any required certificates, permits or licenses for such position.

3. For purpose of this policy, the job classification position in the respective series shall be as follows:

Series I	Maintenance III Maintenance II Transportation Mechanic Maintenance I Custodian
Series II	Bus Driver Bus Aide
Series III	Sr. High School Principal's Secretary Middle School Principal's Secretary Elementary School Principal's Secretary Sr. High School Secretary Middle School Secretary Elementary School Secretary Clinic/Clerical Aide
Series IV	Computer Lab Coordinator Multi-Media Specialist
Series V	Educational Interpreter
Series VI	ED Assistant Job Coach Multi-Handicap Assistant Pre-School Assistant Kindergarten Assistant Attendant Playground Aide
Series VII	Discovery/ Outdoor Center Coordinator
Series VIII	Cook (Sr. High Head) Cook (Middle School Head) Cook (Elem. Head) Cook (Full Time) Cook (Part Time)
Series IX	Lunch Room Teller Cashier

4. In the event any employee does not desire to take any classification or position to which he/she may be entitled to under any provisions set forth herein, he/she shall not be entitled to recall or any other benefits set forth herein.
5. Employees who change classification as a result of utilizing the procedure contained herein, shall be placed at the pay level in the new classification which reflects the closest lower rated Step.

Employees who are reduced and/or displaced in accordance with the foregoing shall have rights to recall to the job classification from which they have been reduced and/or displaced in the reverse order of reduction and/or displacement for a period of two (2) years.

Employees who wish to be recalled under the provisions set forth herein, must, in order to be eligible for such recall rights, keep their current address on file with the Business Manager. Employees who do not respond to any recall notice within five (5) school days or fifteen (15) calendar days when school is not in session after receipt of notices by certified mail (or if such notice is returned undelivered) shall forfeit all recall rights. Any employee forfeiting or declining recall shall forfeit any other rights set forth hereunder. However, on a one-time basis only, an employee may turn down an offer of recall in a lower classification series than the one from which laid off, without being removed from the recall list.

The provisions set forth in this Article shall supersede the applicable layoff and recall provisions of Chapter 124 O.R.C. and the Rules and Regulations of the Personnel Appeals Board of the City of West Carrollton which have been adopted pursuant to Chapter 124 O.R.C.

## ARTICLE NINE – GRIEVANCE PROCEDURE

### 9.01 GRIEVANCE DEFINED

A grievance is a complaint by an employee covered hereunder, or the Association alleging a violation, misinterpretation or misapplication of the negotiated agreement between the parties.

### 9.02 PROCEDURE

- A. Step One - Within ten (10) days after the occurrence of an incident or with reasonable diligence should have had knowledge of an incident which gives rise to a complaint, the employee shall discuss the complaint with the appropriate immediate supervisor in an effort to resolve the complaint informally. A notation shall be signed and

dated by both parties at the conclusion of the discussion. Within five (5) days after such discussion, the immediate supervisor shall give a written disposition of the complaint to the employee.

Within five (5) days after receipt of the written notation, the employee may file a written grievance with the immediate supervisor. The immediate supervisor shall either confirm, revise or reverse his informal decision within five (5) days and give a written disposition of the grievance to the grievant and Association President.

- B. Step Two - If the written disposition from the immediate supervisor does not resolve the grievance, the grievant may, within five (5) days of receipt of the disposition, submit the grievance, in writing, to the applicable administrator. Within five (5) days thereafter, the applicable administrator or his/her designee, shall conduct a hearing and shall thereafter, within five (5) days, give a written disposition of the grievance to the grievant, and the Association President and the immediate supervisor.
- C. Step Three - If the written disposition from the applicable administrator or his/her designee does not resolve the grievance, the grievant may, within five (5) days of receipt of the disposition, submit the grievance, in writing, to the Superintendent. Within five (5) days thereafter, the Superintendent or his/her designee shall conduct a hearing and shall thereafter, within five (5) days, give a written disposition of the grievance to the grievant, the Association President, the applicable administrator and the immediate supervisor.
- D. Step Four - If the written disposition from the Superintendent or his/her designee does not resolve the grievance, the Association may within ten (10) days of receipt of the disposition, notify the Superintendent in writing of its intent to submit the grievance to arbitration and shall file a Demand Arbitration Notice to the American Arbitration Association (AAA). Any failure to invoke Step Four as provided herein will be considered as the parties having reached a satisfactory resolution of the grievance.

Upon receipt of a list of Arbitrators from AAA, the parties shall select an arbitrator from any list(s) provided, using the AAA voluntary rules of selection.

In the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined herein, such dispute, as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

The prevailing party to any arbitration shall not be liable for or shall otherwise be indemnified by the non-prevailing party for any expenses associated with the arbitration proceeding, including Court Reporter costs and room rental, if applicable, the AAA costs and the costs of the Arbitrator. Each, however, shall be responsible for any additional expense incurred, including fees and expenses of its representatives.

The arbitrator will have authority to hold hearings and to confer with any parties as may be deemed necessary.

Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement, and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board of Education's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Association and any employee(s) involved in the matter.

#### 9.03 MISCELLANEOUS PROVISIONS

- A. The term "day" is defined as the aggrieved employee's working day during the school year or week days (excluding holidays) during vacation periods.
- B. All documents, communications and records dealing with the proceeding of a grievance shall be filed separately from the grievant's personnel file.
- C. The parties agree that time limits in the grievance procedure may be extended and that steps in the grievance procedure may be eliminated by mutual consent.
- D. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, or any participant in the grievance process.
- E. The grievant may, at his/her option, have the right to be represented at any step of the grievance procedure by a Building Representative, or any official Association representative.
- F. The aggrieved employee, the Board, and/or the representative of either shall not be denied the right to advice, counsel, in any of the Steps listed above.
- G. A grievance may be withdrawn at any Step without prejudice or record.
- H. No person shall file a grievance after the effective date of his or her resignation.

- I. The Association may on behalf of named individuals file a class action grievance if the alleged class of grievants is affected and the matter is one that cannot be resolved by the employee's immediate Supervisor. The association may submit such grievance in writing, identifying the employees by whom the grievance is brought, and the possession of such grievance shall commence at Step Two. The time limits for filing a grievance as established in Step One shall govern all class action grievances.
- J. Nothing in this procedure shall be construed to deny the employee organization or its representatives the right to redress before an appropriate administrative agency or through the courts. Nothing contained herein shall deprive any employee of any legal right which he/she presently has, provided that if an appeal process exists other than the arbitration procedure, said arbitration procedure shall not be available and such availability shall bar any further or subsequent proceedings for relief under this Article.
- K. The following items shall not be the basis of any grievance filed under the grievance procedure:
  - 1. Failure to act on a transfer of an employee when the employee requesting transfer has not made his/her request known in writing to the Business Manager.
  - 2. Any claim or complaint for which there is another remedial procedure forum established by law or regulation having the force of law, including a matter subject to the procedures specified in the Ohio Revised Code and cannot be settled by the procedure.
- L. Processing of grievances shall be during non-school hours except as otherwise approved by the Superintendent or his/her designee.
- M. Forms for processing grievances shall be made available in the Central Office.
- N. While a grievance is in process of resolution, records of the grievance proceedings shall be confidential information.
- O. Notwithstanding the provisions set forth in paragraphs J and K of this Section, disciplinary appeals may only be appealed through the provisions of this Article and the procedures contained herein shall be the exclusive appeal remedy. The West Carrollton Personnel Appeals Board shall have no jurisdiction to hear appeals from employees covered hereunder.

#### ARTICLE TEN - COMPENSATION

10.01 COMPENSATION – See Schedule 1, Effective July 1, 2010, attached to Contract, and Schedule 2, Effective July 1, 2011, attached to Contract.

10.02 PLACEMENT AND ADVANCEMENT ON THE SALARY SCHEDULE

A. New Employees

An employee employed before January 1 shall advance to the second step of the salary schedule July 1. If employed after January 1, he/she shall advance one-half step on the salary schedule July 1, then to the second step the following July 1.

B. Classification Changes – Salary Steps

1. When an employee moves from a lower classification to a higher classification, he/she will be placed in the step of the applicable classification that results in the smallest wage increase between old and new classification.
2. When an employee moves from a higher classification to a lower classification, he/she shall be placed in the step of the applicable classification that results in the smallest wage decrease between the old and new classification.
3. When an employee moves from one classification to another classification where the pay steps are the same, he/she shall be placed in the step of the applicable classification that results in neither a wage increase nor wage decrease.

### 10.03 LONGEVITY

- A. After the ninth (9<sup>th</sup>) year of uninterrupted and continuous service with the Board (a minimum of one hundred and twenty (120) scheduled days per year equals one (1) year) an employee covered hereunder will receive an increase of thirty-five cents (\$.35) per hour beginning with his/her tenth (10<sup>th</sup>) year of service.
- B. After the fourteenth (14<sup>th</sup>) year of uninterrupted and continuous service with the Board (a minimum of one hundred and twenty (120) scheduled days per year equals one (1) year) an employee covered hereunder will receive an increase of thirty-five cents (\$.35) per hour beginning with his/her fifteenth (15<sup>th</sup>) year of service.
- C. After the nineteenth (19<sup>th</sup>) year of uninterrupted and continuous service with the Board (a minimum of one hundred and twenty (120) scheduled days per year equals one (1) year) an employee covered hereunder will receive an increase of thirty-five cents (\$.35) per hour beginning with his/her twentieth (20<sup>th</sup>) year of service.
- D. After the twenty-fourth (24<sup>th</sup>) year of uninterrupted and continuous service with the Board (a minimum of one hundred and twenty (120) scheduled days per year equals one (1) year) an employee covered hereunder will receive an increase of thirty-five cents (\$.35) per hour with his/her twenty-fifth (25<sup>th</sup>) year of service.

#### 10.04 METHODS OF PAY

There will be twenty-six (26) bi-weekly pay periods beginning with the first pay day after completion of ten (10) work days.

#### 10.05 DEVIATION PAY

All deviation pay will be paid with the regular payroll resulting in one check per pay period. Deviation pay includes all pay outside the regular employee contract, including but not limited to overtime, extra time, or field trips. The deviation pay will be itemized on the pay check stub.

#### 10.06 DIRECT BANK DEPOSIT

All employees will receive their paychecks by direct deposit, and will complete the necessary application forms, which will be available in the office of the Treasurer.

#### 10.07 BOARD "PICK-UP" OF EMPLOYEE RETIREMENT CONTRIBUTIONS

The Board shall designate each employee's mandatory contribution to the SERS of Ohio as "picked-up" by the Board as contemplated by IRS Revenue Rulings 77-462 and 81-36 (although they shall continue to be designated as employee contribution as permitted by OAG Opinion 82-097) in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income taxes shall be at the employee's total gross income reduced by the then current percentage amount of the employee's mandatory SERS contribution which has been designated as "picked-up" by the Board. The amount designated as "picked-up" by the Board shall be included in computing the final average salary for retirement purposes, provided that no employee's total gross income is increased by such "pick-up" nor is the Board's total contribution to the SERS of Ohio increased thereby. The amount designated as "picked-up" by the Board shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement.

#### 10.08 SEVERANCE PAY

- A. Pursuant to Section 124.391 of the Ohio Revised Code, the following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement (including disability and death) of an employee. "Employee" as used in this Article is defined as any employee who:
1. Has been employed by the Board continuously for a period of at least eight (8) years prior to the date of retirement.
  2. Accrues sick leave pursuant to the provision of the Ohio Revised Code.

3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Ohio Revised Code.
  4. Retires from the employ of the Board after the effective date of this Agreement; has validated same by having received, cashed and provided to the Treasurer's Office a copy of his/her first retirement check within one hundred twenty (120) days following the last day of employment; and has signed a certificate verifying all eligibility requirements have been met.
- B. All such leave accumulated by the employee up to a maximum of one hundred twenty (120) days or its hour equivalency may be converted to severance pay and paid as such on the basis of one (1) hour of severance pay for each four (4) hours of unused and accumulated sick leave converted. The maximum number of days paid as conversion pay under this paragraph shall be thirty (30) days (or its hour equivalency).
- C. All such leave accumulated by the employee in excess of two hundred (200) days or its hour equivalency may be converted to severance pay and paid as such on the basis of one (1) hour of severance pay for each four (4) hours of unused and accumulated sick leave converted.
- D. An employee who retires the first year eligible with thirty (30) years of service credit will be paid an amount of money calculated on the same basis as in Article 10.08B of his/her accumulated sick leave between one hundred twenty (120) and two hundred (200) days.
- E. At the time of retirement, an employee who uses no sick leave in the twelve (12) months prior to the date of retirement will be paid for the fifteen (15) sick leave days earned in that year on a one for one basis.

#### 10.09 PAY CHECK ERROR

When a pay check error has occurred, a correction shall be made within three (3) working days.

#### 10.10 TIME SHEETS

When an employee becomes aware that he should work additional hours, including so-called deviated hours, the employee should have those additional hours approved in advance. If an emergency prevents advance approval, approval should come as soon as possible. Employees shall record all hours worked, subject to administrative review. If there is a disagreement about the employee's recorded hours, the employee shall be advised.

## 10.11 PAY FOR OUT OF CLASSIFICATION AGREEMENTS

- A. When a Custodial or Maintenance I employee is temporarily assigned by a supervisor to a Maintenance II job for more than one-half of that employee's shift, the employee shall be paid the Maintenance II rate at a step which will give him higher pay. The higher pay shall be for the hours worked.
- B. If a Maintenance II employee is temporarily assigned to Maintenance I or to custodial work, the Maintenance II employee shall keep the Maintenance II rate.
- C. When a Custodial, Maintenance I or Maintenance II employee is temporarily assigned by a supervisor to a Maintenance III job for more than one-half of that employee's shift, the employee shall be paid the Maintenance III rate at a step which will give him higher pay. The higher pay shall be for the hours worked.
- D. If a Maintenance III employee is temporarily assigned to a lower rated classification, the Maintenance III employee shall keep the Maintenance III rate.
- E. Temporary assignments shall include temporary projects, assignments while another employee is absent because of sickness or accident and for school and district wide emergencies.
- F. The Board shall endeavor to offer cross-training opportunities so that these temporary assignments can be spread among the greatest number of employees consistent with their availability and their skill and ability to perform the work.

## 10.12 WAGE REOPENER

There will be a reopener in the spring of 2011 to negotiate wages and benefits for the second, third and fourth years of this Agreement. The reopener will be subject to the Impasse procedures set forth in Section 12.03, Paragraph G.

## ARTICLE ELEVEN – INSURANCE PROGRAMS

### 11.01 HEALTH INSURANCE

- A. The Board will pay, on behalf of those full-time employees enrolled in either a single or family plan of health insurance, 90% of the applicable premium and each employee enrolled hereunder shall pay 10% of the applicable premium.

Less than full-time employees enrolled hereunder shall have premium contributions on their behalf paid by the Board as follows:

<b>DAILY WORK HOURS</b>	<b>BOARD CONTRIBUTION</b>
-------------------------	---------------------------

At least 5 but less than 7½ hours	80% of applicable premium
-----------------------------------	---------------------------

of work

At least 4 but less than 5 hours of 70% of applicable premium work

Employees who normally work less than four (4) hours per day may purchase health insurance at the group rate by making the necessary arrangements with the Treasurer for payment of health insurance premiums.

When two people from one family are employed by the Board, this Agreement applies only to the person in whose name the family plan is registered with the insurance company.

The above benefits are subject to the terms and conditions in the master policy inclusive of the coordination of benefits and subrogation provision.

- B. The carrier/provider of any coverage shall be at the choice of the Board, provided that said coverage shall not be less than the coverage in effect as of the date of this agreement unless otherwise agreed to by the parties. The Association shall be notified of any carrier/provider change thirty (30) days prior to the effective date of any such change and shall also be given the right to meet with the Superintendent or his/her designee regarding the affects of any such change.
- C. Attendants who work four (4) hours or more shall have the Board contribute 60% toward their health insurance premium.

#### 11.02 DENTAL INSURANCE

- A. The Board will pay eighty (80) percent and the employee twenty (20) percent of the premium cost for full-time employees for a dental insurance program.

Less than full-time employees enrolled hereunder shall have premium contributions paid on their behalf by the Board as follows:

<b>DAILY WORK HOURS</b>	<b>BOARD CONTRIBUTION</b>
-------------------------	---------------------------

At least 5 but less than 7½ hours of work	80% of the premium
---	--------------------

At least 4 but less than 5 hours of work	70% of the premium
--	--------------------

Employees who normally work less than four (4) hours per day may purchase dental insurance at the group rate by making the necessary arrangements with the Treasurer for payment of dental insurance premiums.

When two people from one family are employed by the Board, this agreement applies only to the person in whose name the family plan is registered with the insurance company.

The above benefits are subject to the terms and conditions in the master policy inclusive of the coordination of benefits and subrogation provision.

- B. The carrier/provider of any coverage shall be at the choice of the Board, provided that said coverage shall not be less than the coverage in effect as of the date of this agreement unless otherwise agreed to by the parties. The Association shall be notified of any carrier/provider change thirty (30) days prior to the effective date of any such change and shall also be given the right to meet with the Superintendent or his/her designee regarding the affects of any such change.
- C. Attendants who work four (4) hours or more shall have the Board contribute 60% toward their dental insurance premium.

#### 11.03 LIFE INSURANCE

- A. The Board will pay the premium for term life and accidental death and dismemberment insurance with the approved insurer in the amounts listed below within each employee classification:
  - 1. Employees scheduled to work at least 4 hours or more per day \$50,000.00
  - 2. Employees scheduled to work less than 4 hours per day. \$25,000.00
- B. The above benefits are subject to the terms and conditions contained in the master policy.
- C. Term life insurance shall be continued for any eligible employee during any period which he/she is in the active pay status. It shall terminate when the employee is terminated, resigns his/her employment status or fails to return to active working status at the start of a new school year.

#### 11.04 INSURANCE CONTINUATION

During leaves without pay, insurance benefits may be continued at the expense of the employee by making proper arrangements with the Treasurer while on the approved leave without pay status.

#### 11.05 SECTION 125 BENEFIT PLAN

The provisions of IRS 125 shall be provided for employees contributions for health care benefits in order to defer taxes on those contributions.

## 11.06 INSURANCE COMMITTEE

A joint insurance committee shall be formed, consisting of five (5) members from the WCEA, WCCEA, and Administration, with duties to study hospitalization/health care plan alternatives, to review potential premiums, and to recommend the type and carrier of the health insurance program and the benefit levels to be provided. The Committee will meet at least once per quarter and meetings will be scheduled through the Business Manager's Office. Any changes in type or benefit levels of the health insurance program will be contingent on approval of the interested parties.

## 11.07 HEALTH INSURANCE PREMIUM LIMIT

Effective with the 2006 health insurance renewal, and continuing each year thereafter, the Board's share of the premium increase will be limited to 12%. The employee will be responsible for the excess of the increase over 12%, except to the extent that such increases are offset by cost containment measures. If the premium increase is less than 12% in the first year of this Agreement, the difference between the increase and 12% will be carried forward to the next year to offset an increase in excess of 12%. In any year in which health insurance premiums increase more than 12%, the Insurance Committee will meet to consider containment of health insurance costs, including the following:

1. Changes to benefits or co-pays
2. Changes in carrier(s)
3. Any other viable cost reduction method.

The recommendation of the Insurance Committee will be submitted to the Association and the Board for approval.

## **ARTICLE TWELVE – NEGOTIATIONS PROCEDURE**

### 12.01 SCOPE OF NEGOTIATIONS

All matters pertaining to wages, hours, or terms and other conditions of employment.

### 12.02 NOTICE TO COMMENCE NEGOTIATIONS

The party requesting negotiations shall submit a written request.

### 12.03 NEGOTIATION PROCEDURE AND GUIDELINES

#### A. Negotiating Sessions

The parties agree to bargain in good faith in an effort to reach agreement as soon as possible. The Association and the Board pledge that their representatives have the power and authority to make proposals, consider proposals and make counter proposals. All negotiations shall be conducted exclusively between the parties' designated team members.

B. Submission of Issues

Negotiation sessions will be scheduled for dates and times jointly agreed upon by the parties. At the first meeting initial bargaining issues shall be exchanged by the Association and the Board and will be explained by both parties. No new proposals shall be submitted by either party after the second meeting except by mutual agreement.

C. Information

Upon written request between the designated representatives, the Board and the Association agree to furnish each other with any available information necessary to carry on negotiations. Unless otherwise agreed to, "available" as used herein shall mean existing documents prepared for public dissemination.

D. Joint Study Committee(s)

The parties may appoint Joint Study Committee(s), composed of equal number of representatives of the Board and the Association, to study proposals submitted by either party. Following said study, the findings and recommendations of the Committee(s) will be submitted to the Board and the Association.

E. Communications

During negotiations, it is understood that the negotiating teams will maintain communication with their respective parties. Any information submitted to the public prior to reaching agreement or declaring impasse shall be jointly released by the Association President and the Superintendent.

F. Agreements

As negotiation items receive tentative agreement they shall be written and initialed by the designated representative of each party.

G. Impasse

1. At any time during the bargaining process, the parties may jointly request mediation assistance through the Federal Mediation and Conciliation Service (FMCS) to assist the parties in resolving issues. Any costs for the use of such mediation service shall be shared equally by the parties. The use of such mediation shall be the exclusive impasse remedy used by the parties.
2. If one party believes that all efforts to reach agreement have been exhausted, that party may declare that an impasse exists.

3. Nothing contained herein shall restrict the rights of the Association as set forth in Section 4117.14 (D), (2), O.R.C. provided the Association has given the Board and SERB a prior ten (10) day written notice of its intent to strike after the date on which impasse is declared. Such notice shall contain the day and time that the action will commence, provided, however, the parties may extend such date and time by written agreement. Such notice shall not be given prior to the declaration of impasse and the parties subsequently requesting mediation assistance.

#### 12.04 INTERIM BARGAINING

Any matter(s) that affects the wages, hours and terms and conditions of employment of the employees covered under this Agreement shall only be implemented after bargaining on such matter(s) has occurred between the parties.

### ARTICLE THIRTEEN - NO STRIKE OR LOCKOUT

#### 13.01 STRIKE PROHIBITION

The services performed by employees included in this Agreement are essential to the public health, safety, and welfare. There shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

#### 13.02 NOTICE

In the event any employee covered under this Agreement is engaged in any violation of Article 13.01 above, the Association shall, upon notification by management, immediately order such employee(s) to resume normal work activities and shall denounce any such violation of Article 13.01.

If the Association carries out its obligations under this section in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

#### 13.03 NO LOCKOUT

The management shall engage in no lockout of employees in the bargaining unit.

### ARTICLE FOURTEEN - DURATION AND IMPLEMENTATION

#### 14.01 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall remain in effect through June 30, 2014. Written notice of either party's intention to terminate this Agreement shall be submitted to the other party not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date. Following such notice, the parties shall

meet within ten (10) days for the purpose of commencing negotiations on a new Agreement.

14.02 SAVINGS CLAUSE

This Agreement is subject to all existing and applicable state or federal laws and Board policies; provided that should any change be made in any state or federal laws or Board policies which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and that the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11<sup>th</sup> day of JUNE, 2010.

FOR: WEST CARROLLTON BOARD  
OF EDUCATION

FOR: WEST CARROLLTON  
CLASSIFIED EDUCATION  
ASSOCIATION

Parrela Millette  
Board President

[Signature]  
Superintendent

[Signature]  
Business Manager

Jimmy K. Tipton  
President

[Signature]  
Negotiating Team Member

[Signature]  
Negotiating Team Member

[Signature]  
Negotiating Team Member

[Signature]  
Negotiating Team Member

[Signature]  
OEA Labor Relations Consultant  
Designated Representative

**West Carrollton City School District  
MEMORANDUM OF UNDERSTANDING  
Compensation**

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the West Carrollton City School District Board of Education (hereinafter "Board") and the West Carrollton Classified Employees Association, OEA/NEA (hereinafter "Association") enter into this Memorandum of Understanding.

The Board and the Association are parties to a Master Agreement effective July 1, 2010 through June 30, 2014. A reopener was agreed to by the parties in the spring of 2012 to negotiate wages and benefits for the third year of the Master Agreement, and the parties agreed as follows:

1. There will be no base salary increase on the July 1, 2009 Classified Employees Salary Schedule for the 2012-13 school year. If any other bargaining unit negotiates a wage increase for the 2012-13 school year, members of the classified bargaining unit will also receive the increase.

2. There will be a reopener in the spring of 2013 to negotiate wages and benefits for the fourth year of the Master Agreement. The reopener will be subject to the Impasse Procedures set forth in Section 12.03, Paragraph G.

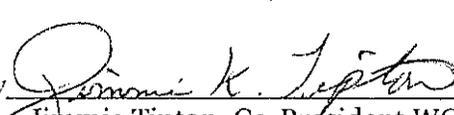
This Memorandum of Understanding shall expire on June 30, 2014.

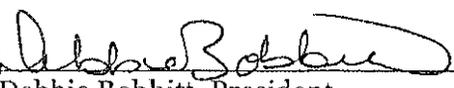
Dated at West Carrollton, Ohio this 1<sup>st</sup> day of MAY, 2012.

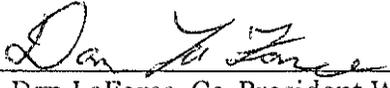
FOR: West Carrollton City School District  
Board of Education

FOR: West Carrollton Classified Employees  
Association, OEA/NEA

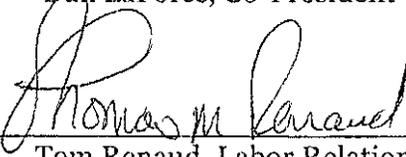
By   
Dr. Rusty Clifford, Superintendent

By   
Jimmie Tipton, Co-President WCCEA

By   
Debbie Bobbitt, President  
West Carrollton Board of Education

By   
Dan LaForce, Co-President WCCEA

By   
Dana Green  
Business Manager

By   
Tom Renaud, Labor Relations Consultant  
Ohio Education Association