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STATE EMPLOYMENT  
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# AGREEMENT

BETWEEN THE

**Warren City Schools  
Board of Education**

AND

**Warren Secretarial  
Association**

June 30, 2011 through June 29, 2014

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## **ARTICLE I - PURPOSE & RECOGNITION**

**1.01** This Agreement has as its purpose the promotion of harmonious relations between the Board and the Employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and conditions of employment.

**1.02** The Warren Board of Education (hereinafter, the "Board") recognizes the Warren Secretarial Association (WSA) OEA/NEA (hereinafter, the "Association") as the sole and exclusive bargaining representative for all office personnel covered under Salary Table E, as listed in Appendix A of this document.

**1.03** Excluded from the bargaining unit are all employees not designated in Article 1.02, *the Fringe Benefits Clerk*, and the following exempt positions:

Secretary to: Superintendent of Schools  
Associate Superintendent of Schools  
Chief of Business Operations  
Executive Director of Human Resources  
Treasurer

**1.04** The Term "Employee" as used in this Agreement means those persons included in the bargaining unit. The Association shall admit employees to membership without discrimination on the basis of race, creed, color, national origin, age, handicap, sex, or marital status.

**1.05** Except as provided in Section 6.052 C. of the Agreement, Extra Clerk Typists/substitutes shall be recognized as part of the bargaining unit after working an aggregate of one hundred twenty (120) days in a school year.

**1.06** All challenges to representation shall follow procedures according to ORC 4117.

**1.07 Definitions -- as used in the Agreement:**

1. Association - Warren Secretarial Association/OEA/NEA.
2. Board - The Board of Education of the Warren City School District.
3. Employee(s) - Person(s) employed in a position in this bargaining unit.

4. Employer - Warren City School District.
5. "Day or workday" - any day the fifty-two (52) week bargaining unit members are scheduled to work and actually are at work.
6. Calendar day - days of the week, Sunday through Saturday.

## ARTICLE II - NEGOTIATIONS PROCEDURES

**2.01 Bargaining in Good Faith:** Representatives of the Board and the Association shall negotiate in good faith on all matters concerning wages, hours, fringe benefits and terms and conditions of employment.

**2.02 Release Time:** When negotiation meetings conflict with work schedules, members of the negotiating committee shall be released from school duties to attend negotiating meetings scheduled during their regular working hours. Such meetings shall be scheduled so as not to interfere with normal school schedules wherever possible. The employee members of the negotiating committee will be paid by the Board for time spent in negotiations when sessions are scheduled during their regular working hours, but only for straight time hours they would have otherwise worked. No substitutes shall be employed for persons on the negotiating committee except elementary secretaries.

**2.03 Request for Negotiations:** If either party wishes to negotiate changes to this Agreement, it shall notify the other party, in writing, no later than March 1st of the year in which the contract is to expire. Upon receipt of the written request, the parties shall set a mutually agreeable date to begin negotiations. The initial bargaining session shall be held no later than April 1.

**2.04 Teams:** Each party in its sole discretion shall select a negotiating team of no more than five (5) members and two (2) consultants. Negotiators shall be clothed with the authority to make agreements on behalf of the members. In addition to said teams each party shall be authorized to admit no more than one (1) observer to each meeting. Such observer shall be without the right to speak.

**2.05 Meetings:** Once negotiations have been requested, the time and place shall be established by both parties, and the following procedure will be used:

At the first meeting, both the Association and the Board will present written proposals and give an explanation of each, if requested. Subsequent meetings will be utilized to negotiate the proposals until tentative agreement is reached. Additional proposals cannot be submitted by either party following the first meeting without the agreement of the other party. The parties agree to make an agenda for the items to be discussed at subsequent meetings at the conclusion of the prior meeting. Each meeting is to be held in executive session.

**2.06 Caucus:** Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

**2.07 Information:** Upon reasonable request, at no expense to the requesting party, the Superintendent or designee shall furnish the Association, and the Association will furnish to the Superintendent or designee, all available information pertinent to the issues under negotiations, such as financial condition of the district. Access to available information in such form as it exists constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, complete or otherwise develop data other than in its existing form. Information shall be given to the other party within a reasonable amount of time, but in no case longer than ten (10) working days after the initial request.

**2.08 Tentative Agreements:** As negotiated items are tentatively agreed upon, they shall be reduced to writing and initialed by both parties. Tentative agreements shall be subject to final ratification by the membership of the Association and ratification by the Board.

**2.09 Ratification of Agreement:** When consensus is reached on all matters being negotiated, the outcome shall be reduced to writing and put to a vote of all members. When both sides have ratified the Agreement, it shall be signed by both parties' negotiating teams.

**2.10 Disagreement:** No sooner than May 1 of the year in which the Agreement expires, should the Board and the Association be unable to reach an agreement, either party may request mediation. A mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS). Mediation shall be the parties' mutually agreed dispute resolution procedure under ORC 4117.14 (C) (1) (f). The Board acknowledges and agrees that the Association retains all statutory rights to strike under 4117 after mediation.

**ARTICLE III - GRIEVANCE PROCEDURE**

**3.01 Definitions:**

**3.011** "Grievance" shall mean a claim by a member(s) of the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of the language of the Contract between the Warren Secretarial Association and the Board.

**3.012** "Grievant" shall mean a member(s) of the bargaining unit or the Association initiating a claim as defined in Section 3.011. Where more than one person is a grievant, each shall sign the grievance.

**3.013** "Association" shall mean the Warren Secretarial Association/ OEA/NEA.

**3.014** "Administration" shall mean the Superintendent, Associate Superintendent, Executive Directors, Treasurer, directors, supervisors, coordinators, building principals, and assistant principals.

**3.015** "Board of Education" and "Board" shall mean the Warren City Board of Education.

**3.016** "Immediate Supervisor" for the purpose of the grievance shall mean the lowest level administrator having authority to resolve the grievance.

**3.02 Rights of the Grievant and the Association:**

**3.021** A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

**3.022** The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

**3.023** The fact that a bargaining unit member participates in a grievance shall not be recorded in the bargaining unit

member's personnel file or in any information used in the transfer, reassignment, promotion or dismissal process; nor shall such fact be used in any recommendation for other employment.

**3.03 Time Limits:**

**3.031** The number of days indicated at each step in the procedure shall be the maximum unless otherwise mutually agreed to by the parties.

**3.032** If the grievant does not initiate the grievance in writing within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

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

**3.034** Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

**3.035** All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining unit agent shall receive copies of all notices.

**3.036** Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

**3.04 Grievance Procedure:**

**3.041 Informal Procedure:** A grievance shall first be presented to the immediate supervisor in an attempt to promptly resolve the problem. The immediate supervisor shall give an answer to the grievant and his/her WSA representative within five (5) days of the submission.

**3.042 Formal Procedure:**

**3.0421 Step I:** If the grievance is not resolved at the informal level, it may be pursued further by submitting a completed Grievance Form, Step I, in duplicate, within the timelines for filing a written grievance. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing the appropriate step of the Grievance Form and returning a copy to the grievant, chairperson of the WSA Grievance Committee, President of the WSA, and the Superintendent's designee.

**3.0422 Step II:** If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Step II of the Grievance Form and submit same to the Superintendent or designee within ten (10) days of receipt of its disposition at Step I level. Within five (5) days of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant. Within ten (10) days of this meeting, the Superintendent or designee shall write his/her disposition of Step II, forwarding a copy to the grievant, the Superintendent, the WSA Grievance Chairperson, WSA President, and the Immediate Supervisor.

**3.0423 Step III:** If the grievant is not satisfied with the disposition made by the Superintendent or designee, then the grievant shall complete Step III of the Grievance Form and submit same through the Association Grievance Chairperson to the President of the Board within ten (10) days of the disposition by the Superintendent or designee either by hand delivery with receipt acknowledged as set forth in Section 3.035, or by certified mail with a return receipt requested with the date of receipt recorded thereon.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be

held at the next regularly scheduled Board meeting, but no sooner than three (3) days after receipt of the Step III Grievance Form by the President. The disposition of the grievance shall be written by the President of the Board of Education within ten (10) days following the meeting with the grievant. No official Board action shall be taken on the grievance. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 3.035, or by certified mail, in which case the acknowledgment on the return receipt will indicate the date of delivery.

**3.0424 Step IV:** If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III, the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Form, Step IV. The grievant's request for arbitration shall be made within five (5) days following either the receipt of the disposition of the grievance in Step III or the lapse of fifteen (15) days following grievant's submission of the Grievance Form to the President under Step III, whichever occurs first. The grievant's request for arbitration shall be addressed to the Superintendent at the Board offices. Delivery of the grievance shall either be by hand with receipt acknowledgment as set forth in Section 3.035, or by certified mail, in which case the acknowledgment on the return receipt will indicate the date of delivery. Within ten (10) days following receipt of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association. The Association shall strike first. Arbitrators shall be selected no more than ninety (90) calendar days from the time the list is issued by AAA. Arbitration hearings shall be scheduled as soon as possible.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the

grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on both the Board and the Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable to law, and rules and regulations having the force and effect of law. With the exception of Section 3.05 of this Article, the cost of arbitration at Step IV shall be shared equally by the Board and the Association.

**3.05 Miscellaneous:** Nothing contained in this procedure shall be construed as limiting the individual right of a member of the bargaining unit having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for his/her share of any expense incurred thereafter in such proceeding.

**3.06 Exclusivity of the Grievance Procedure:** The parties agree that any dispute which is or could be the subject of a grievance is to be resolved through the grievance procedure of this Agreement.

The parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Grievance Procedure.

#### **ARTICLE IV - RIGHTS**

**4.01 Board of Education Rights:** Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

**4.011** Determining the inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;

**4.012** Direct, supervise, evaluate, or hire employees;

**4.013** Maintain and improve the efficiency and effectiveness of governmental operations;

**4.014** Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

**4.015** Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

**4.016** Determine the adequacy of the work force;

**4.017** Determine the overall mission of the Board as a unit of government;

**4.018** Effectively manage the work force;

**4.019** Take action to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**4.02 Association Rights:**

**4.021** The Association shall have the sole and exclusive organizational right to:

1. Use school mailboxes;
2. Use inter school mail privileges and district e-mail for text messages related to union business;
3. Use bulletin boards in each building for posting of notices concerning official Association business; and
4. Process grievances under this Contract;
5. Payroll deduction of dues and/or service fees, if required.

**4.022** The Association President shall be provided with one (1) copy of all written policies, rules, regulations, and procedures of the Board and any subsequent amendments along with one (1) copy of the Administrative Guidelines and any subsequent amendments. The Association President shall also be provided with one (1) copy of the Board minutes.

**4.023** The Association shall be entitled to use the facilities of the Board for Union meetings/activities provided such use does not interfere with the educational program of the schools and is harmonious with the purpose of the District. The Association shall not be required to pay for the use of the facility as long as its use does not cause the Board to incur additional costs. If such use causes the Board to incur additional costs, the Association shall reimburse the Board of all such costs.

**4.03 Association Dues:**

**4.031** The Board agrees to automatically deduct Association dues, and/or assessments from the wages of employees for twelve (12) months of the year. No charge shall be made for this deduction.

**4.032** The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

**4.033** The Board agrees to continue to honor present dues deduction authorizations executed by the employee in favor of the Association in accordance with provisions of Section 9.41 of the Ohio Revised Code.

**4.034** Payroll deductions shall be forwarded to the Association.

**4.04 Fair Share Fee:**

**4.041** As of the effective date of this Agreement all employees in the bargaining unit who sixty (60) calendar days from date of hire are not members in good standing of the Association, shall pay a fair share fee to the Association as a condition of employment. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

**4.042** The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the 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. 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.

**4.043** The President or designee of the Association shall certify in writing the name of any employee from whom a fair share fee deduction shall be made and the amount of the deduction. This certification will be provided to the Treasurer.

**4.044** Payroll deduction of such annual fair share fee shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of an employee newly hired after the beginning of the school year, the payroll deduction of any service fee shall commence on the first pay date on or after sixty (60) calendar days of employment in a bargaining unit position or January 15<sup>th</sup> which ever is the later.

**4.045** The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

**4.046** The Board shall provide the Association with a single printout showing the non-member(s) from whom such service fee(s) were deducted, the period covered, and the amount(s) deducted. This itemized statement shall be prepared monthly.

### **ARTICLE V - LEAVES**

#### **5.01 Parental Leave:**

**5.011 Definitions:** "Parental Leave" is absence from work, without pay, leave accrual, or Board paid benefits by an employee who is pregnant, adopting a child, or is to become a parent by reason of pregnancy of his spouse.

**5.012** In the event that an employee becomes pregnant, and requires Parental Leave, the employee shall, as soon as possible (but not later than the fifth month of the pregnancy), notify the Superintendent, or designee. This notification shall be in writing and shall include the following:

- a. A medical certificate signed by the physician indicating the anticipated birth date of the baby;
- b. The approximate date the employee seeks to begin the Parental Leave and the anticipated length of the leave.

**5.013** In emergency and unusual situations prior written notification requirements shall be waived by the Superintendent.

**5.014 Term of Parental Leave:** All parental leaves shall cover the period not covered by sick leave in Section 5.034. The total amount of leave granted, upon release by the doctor, shall be up to one (1) year. Each employee shall notify the Superintendent, or designee, whether he/she intends to return to employment at the expiration of the leave no later than thirty (30) calendar days prior to its expiration.

**5.015 Termination of Parental Leave:** Any employee who wishes to return to employment at the expiration of her/his leave or desires to terminate her/his leave at any time after the birth of a child, shall return to work upon written request to the Superintendent, or designee, under the following conditions:

- a. Employees returning from parental leave will be eligible to return to work no later than twenty (20) calendar days following notification by the employee to the Superintendent of the employee's intention to return to work. An employee returning from parental leave following her pregnancy must also provide medical certification that she is physically able to resume her normal duties.
- b. After re-employment eligibility has been determined, the employee shall be returned to the same position held prior to the parental leave of absence. Unless the position has been eliminated during the leave, in which case the employee's status will be nonrenewed by the reduction in force procedure.

**5.016 Extension of Parental Leave:** When an employee has been granted a parental leave of one (1) year and is no longer disabled, such leave may be extended for up to one (1) additional year due to special circumstances and upon the approval of the Superintendent. When an employee has been granted a parental leave of one (1) year and the employee is still disabled, such leave shall be extended for a period up to one (1) year upon medical certification from the employee's physician that she is unable to resume full-time employment. The total amount of leave granted under this Article shall not exceed two (2) consecutive years.

**5.017 Use of Sick Leave for Pregnancy Purposes:** An employee shall be permitted to use accumulated sick leave days for absence due to pregnancy. When an employee is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a Medical Leave of Absence, without pay, for not more than one full year. Such leave may be extended for a period not to exceed an additional year due to special circumstances and upon approval. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examinations verify that the employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

**5.018 Insurance Coverage While on Parental Leave and Not on FMLA Leave:** Subject to the approval of the insurance carrier, all insurance coverage shall be continued for those who are on such leaves, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which premium is due.

**5.02 Medical Leave:**

**5.021** Upon the written request of an employee, the Board shall grant a leave of absence without pay, leave accrual, or Board paid benefits where illness or other personal disability is the reason for such a request. Such request must be accompanied by a statement from the attending doctor and be approved by a physician designated by the Board. Said statement must indicate the nature of the illness and definitely recommend that the employee be relieved of her/his duties.

**5.022** The initial request for leave shall be granted for a period of time up to one (1) year. Subsequent written requests for renewal of said leave may be granted, according to the provisions of Section 3319.13 of the Ohio Revised Code, to a maximum of two (2) consecutive years.

**5.023** At least thirty (30) calendar days before the expiration of a medical leave of absence, the employee must notify the Executive Director of Personnel in writing of the date on which they intend to return to employment. The Board shall not be obligated to return an employee from this leave until thirty (30) calendar days after this notice

requirement has been met. At least ten (10) calendar days prior to the employee's return, the employee shall submit a doctor's statement approved by a physician designated by the Board, certifying that said employee has been examined and released to resume her/his duties with the Board when the leave of absence expires.

**5.024** Should an employee desire to terminate her/his leave prior to its expiration, a written request for said termination must be submitted to the Superintendent.

**5.025** Upon the return to active service at the expiration of a medical leave of absence, the employee shall be returned to the same position held prior to the medical leave of absence. Unless the position has been eliminated during the leave, in which case the employee's status will be governed by the RIF procedure.

**5.026** Whenever an employee has been absent from active service a sufficient number of days to exhaust her/his accumulated sick days, and continues in absence without applying for a leave of absence under this Article, the Superintendent shall investigate the facts of the case and shall have the authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code.

**5.027** Subject to the approval of the insurance carrier, all insurance coverage shall be continued for those who are on such leaves, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which premium is due.

**5.03 Sick Leave:**

**5.031 Annual Allowance:** Each employee shall accrue fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month.

**5.032 Manner of Calculation:**

- A. Any sick leave earned and unused in prior employment with another public Ohio school district or other agency of the State of Ohio

shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the employee's account at the time of employment in the manner prescribed by state law.

- B. An employee whose contracted hours change by five (5) or more hours per week will have his/her accumulated sick leave prorated based on the increase or decrease in contracted hours.

**5.033 Accumulated Sick Leave:** The maximum number of sick leave days accumulated shall be unlimited.

**5.034 Approved use of Sick Leave Days:** Sick leave may be used by bargaining unit members for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the member's immediate family.

For purposes of death, immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandparent, grandchild, in-law, aunt, uncle, cousin, spouse's relative and person residing in the same household.

For the purpose of illness, immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandchildren aunt, uncle, cousin, spouse's relative, and person residing in the same household.

**5.035 Absence Reporting Requirements:** Employees who have been absent for five (5) continuous days or more due to sick leave usage as defined above must, before they return to work, present a certificate from a licensed physician stating the nature of the illness and indicating that they are physically able to resume their duties on a full-time basis.

**5.036** The Superintendent shall require a member of the bargaining unit to complete and sign a Statement For Use of Sick Leave form furnished by the Board to justify the use of sick leave.

**5.037** Falsification of either the physicians certificate, if submitted, or the member's statement are grounds for suspension or termination of employment.

**5.038** An employee who has exhausted all sick leave days may be advanced an additional five (5) days upon request to the Office of Human Resources. Upon return, days shall be repaid at the rate of one and one-fourth (1¼) days per month. In the event the employee does not return to work, the cost of the days shall be repaid to the Board or deducted from the employee's final pay.

**5.04 Sick Leave Bank:**

**5.041 Establishment:**

- a. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be from August 20 through September 15 of each school year. New bargaining unit members hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.
- b. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee. At this time a second day may be contributed.
- c. If twenty (20) participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.
- d. No donations may be made except as provided in this section.

**5.042 Operational Procedures:**

- a. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- b. Use of days from the Sick Leave Bank will be limited to personal illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit

member's dependent children. A doctor's statement is required with the application in order to be considered.

- c. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days, personal days, vacation days (if applicable) and has requested advances of sick leave days.
- d. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

**5.043 Sick Leave Bank Committee:**

- a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Warren City School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
  - (1) Superintendent of Schools of the Warren City School District or his/her designee.
  - (2) The Warren Secretarial Association President or his/her designee.
  - (3) One Warren City School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Warren City School District.

(4) Two bargaining unit members. These members are to be appointed by the Warren Secretarial Association President. Effort should be made with these appointments to provide bargaining unit representation from different buildings/locations.

- b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- c. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Warren Secretarial Association President will designate the chairperson prior to the first meeting of the SBC.
- d. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.
- e. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

**5.05 Study Leave:**

**5.051** A member of the bargaining unit with five (5) or more years of service in the Warren City Schools may be granted a leave of absence, without pay, leave accrual, or Board paid benefits, for work-related study for a period not to exceed two (2) semesters in a school year. For employees who work less than 52 weeks per year the following period of study leave shall apply:

- 1. the entire school year (July 1 – June 30) or
- 2. First semester (July 1 – last day of the Warren City Schools first semester), or
- 3. Second semester (1<sup>st</sup> day of the Warren City Schools second semester – June 30).

Application shall be made to the Board at least sixty (60) calendar days prior to the requested date the leave is to begin and shall be accompanied by a plan of professional growth which has the prior approval of the Superintendent.

**5.052** The employee shall notify the Board of her/his intention to resume employment not later than April 1, of the year during which the employee desires to return to employment. Employees who properly notify the Board and are deemed eligible for return to employment may be returned to employment commencing with the first day of her/his contract year in the same year following the April 1 notification. Failure to notify the Board as required by this Section shall be deemed as a resignation from employment.

**5.053** No later than thirty (30) days after returning to the system, the employee shall submit evidence (transcripts, etc.) that the plan for study was completed. The employee shall be returned to the same position he/she held prior to the study leave of absence unless the position has been eliminated during the leave, in which case the employee's status will be governed by the RIF procedure.

**5.054** No employee shall receive leave under this Article more than once in a five (5) year period. No employee shall receive a second or subsequent leave of absence for study who did not submit evidence that the plan of study for her/his first leave of absence was carried out. No more than one percent (1%) of the bargaining unit may be granted leave at one time nor may an employee who has previously taken a study leave be granted another leave when other employees have applied who have not previously had a leave.

**5.06 Assault Leave:**

**5.061** The Board shall grant a paid assault leave not to exceed ninety (90) work days per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the employment-related assault.

**5.062** A bargaining unit employee who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

**5.07 Emergency Leave:**

**5.071** Emergency leave of absence from normal bargaining unit duties up to a total of five (5) days per school year without pay will be granted by the Superintendent to an employee who has exhausted all accumulated personal leave and vacation days, upon submission of satisfactory evidence acceptable to the administration of an actual emergency situation.

**5.072** Falsification of the member's statement for the use of emergency leave shall be grounds for suspension or termination of employment.

**5.08 Jury Duty Leave:**

**5.081** An employee shall be granted a leave with pay for the period of jury duty service.

**5.082** Each employee shall notify his/her supervisor upon receipt of summons served.

**5.083** Jury duty is considered a day of work. During the period of the jury duty service, if the Court does not need the employee for a given day, or if the employee is released by the Court with more than two (2) hours of their regular work day remaining, the employee will call their immediate supervisor. Unless the immediate supervisor indicates otherwise, the employee will report to their work assignment for the remainder of their work day.

**5.084** Within fifteen (15) days of the receipt of any jury duty compensation the employee is required to endorse over or pay the amount received from the Court for the day(s) served. The employee shall also provide a Court signed slip verifying the day(s) served. The compensation and the verification slip must be sent to the Treasurer of the Warren City Schools.

**5.085** If the employee fails to follow this procedure the Treasurer is authorized to payroll deduct the amount equivalent to their daily rate of pay for the day(s) absent.

**5.09 Leave of Absence Under Family Medical Leave Act:**

**5.091 Entitlement:** An employee is entitled to a total of twelve work weeks of leave during any twelve-month period for one or more of the following reasons:

1. the birth of a son or daughter and in order to care for such son or daughter;
2. the placement of a son or daughter with the employee for adoption or foster care;
3. to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
4. because of the employee's own serious health condition that renders the employee unable to perform the functions of the job. Where spouses are both employed by Warren City Schools, the aggregate number of work weeks to which both may be entitled may be limited to twelve during any twelve-month period in which the leave is taken (1) for the birth of a son or daughter; (2) for the placement of a son or daughter with the employee for adoption or foster care; or (3) to care for a parent (not, however, parent-in-law) who has a serious health condition.

**5.092 Designation of Leave:** An employee may elect FMLA leave without using all available leaves. However, a leave taken under any other Section of this Agreement that also qualifies for FMLA leave shall be taken concurrently with FMLA leave.

**5.093 Return from Leave:** On return from leave, the employee is entitled to be restored to the position held when leave began or an equivalent position (same pay range, classification, and contract year). Taking leave cannot result in the loss of any benefits accrued prior to leave, but the benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

**5.094** Any ambiguities in Section 5.09 of this Agreement shall be construed to provide the basic coverage required by

the Family and Medical Leave Act of 1993 and the Policy of the Board of Education of the Warren City School District (adopted 7/15/93 and revised 10/94 or revised thereafter after notice to the Association and the opportunity to negotiate). All terms, which are not defined in this Article, shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993.

**5.10 Delegate Leave:**

- A. Official delegates to the biannual OEA Representative Assembly shall be permitted time off of one day each, not to exceed two (2) delegates, to attend the Spring Assembly and the ability to leave at noon the Friday before the Fall Representative Assembly. These delegates must give prior notice to the Superintendent at least ten (10) working days in advance.
- B. Official delegates to the annual National Education Association Representative Assembly shall be permitted to attend without loss of pay, up to a total of three (3) days. They must give a prior notice to the Superintendent at least two (2) weeks (10 working days) in advance.

**5.11 Public Office Leave:**

**5.111 Eligibility for Leave:** Any employee with three (3) or more years of regular service with the Board who is appointed or elected to public office shall be eligible for a leave of absence without pay.

**5.112** An eligible employee may request an unpaid leave of absence for a length of time equal to one term of the elected position or in the case of appointment to a public office, the employee may request a public office leave of up to a maximum of two (2) years. Public Office Leave may be taken only one time during an employee's career with the Warren City School District and is not renewable.

**5.113 Application for Leave:** Application for a Public Office Leave must be submitted at least two (2) weeks prior to the proposed commencement of the leave and within five (5) days after the election or appointment to public office.

**5.114 Application for Reinstatement:** Application for Reinstatement shall be made at least sixty (60) calendar days prior to the expiration of the leave.

**5.115 Seniority:** An employee's seniority shall be frozen while on Public Office Leave.

**5.12 Personal Leave:**

**5.121** Employees shall be entitled to three (3) days of personal leave each school year, non-cumulative, with pay. Personal leave time taken in an increment of less than a full day must be taken as consecutive time at the beginning of the work day or at the end of the work day. Request for approval for such leave with pay, shall be made in writing to the employee's immediate supervisor for approval at least two (2) days prior to the intended absence, except in the case of an extreme emergency.

**5.122** Personal leave days may not be taken on the day before or the day after a holiday, vacation period, or the beginning or ending of a school year or term.

**5.123** Personal leave days not utilized will be reimbursed no later than the first pay day in August of the succeeding school year at the per diem rate of the employee or they may, upon request, be converted to sick leave.

**5.124** An employee who begins employment after July 1 and who, as a result of such employment date, work for fewer months than a full work compliment for their position, shall have personal leave days pro-rated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day.

**5.125** An employee who resigns or retires from their position shall have their personal leave days pro-rated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day. An employee who resigns or retires who has utilized personal leave days in excess of the pro-rated amount earned, or who has unused personal days, shall have their final pay adjusted accordingly.

**5.126** An employee shall be responsible for knowing the number of personal leave days requested each year. An employee who is granted and takes a personal day time in excess of allotted days will, at the employee's option, be deducted commensurate vacation leave (if applicable) or be docked pay for the time in question.

**5.13 Association Leave:** The President of the Association shall have four (4) days paid leave during the year to do necessary Association business. The President shall notify the Board of the need to use such leave at least three (3) days in advance. The President's Association days may be assigned by the President to other members of the bargaining unit as needed.

**5.14 Professional Leave:** An employee may file a written request to attend a workshop and/or conference related to the performance of her/his current assignment. The request must document how attendance at the workshop/conference will enhance her/his job performance. All such requests will be considered by the Superintendent or designee. If approved, expenses will be covered in accordance with Board policy.

## **ARTICLE VI - EMPLOYMENT PRACTICES**

### **6.01 Probationary Period:**

**6.011** Prior to regular employment with the Warren City Schools, each employee shall successfully complete a probationary period of ninety (90) days actually worked.

**6.012** After achieving regular status, the employee shall continue, subject to Ohio Law covering school employees, to be a regular employee of the Warren City Schools, regardless of future changes in job assignments.

**6.013** Each employee shall complete the probationary period for her/his present position before applying for other positions within the Warren City Schools. Management has the right to extend the probationary period up to an additional sixty (60) days, provided the initial evaluation of the employee supports the need for the additional time and a Performance Improvement Plan (PIP) has been developed for the employee.



Administrative Support Offices

Office hours: shall be 7.5 hours between the hours of 7:00 a.m. and 4:30 p.m. In emergencies, office hours may be changed by the Superintendent or designee.

**6.022 Elementary School:**

**6.022 K-8 Schools:**

Secretary K-8 Lead Principal	250-255 days, 7.5 hours per day worked
Pod Secretary	214 days, 7.5 hours per day worked
Clerical Resource Specialist K-8	204 days, 7.5 hours per day worked

**6.023 High School:**

Secretary A	260-262 days, 7.5 hours per day worked
Secretary B	260-262 days, 7.5 hours per day worked
Bookkeeper-Clerk	260-262 days, 7.5 hours per day worked
Secretary to the Supervisor of Athletics	260-262 days, 7.5 hours per day worked
Secretary C	214 days, 7.5 hours per day worked
Secretary D	214 days, 7.5 hours per day worked
Secretary E	214 days, 7.5 hours per day worked
Clerk-Typist, Guidance Secretary	214 days, 7.5 hours per day worked
Secretary-Special Education	214 days, 7.5 hours per day worked
Resource Specialist	204 days 7.5 hours per day worked
Receptionist	260-262, 7.5 hours per day worked

**6.024** Administrative Support Office employees work seven and one-half (7.5) hours per day when school is not in session. During the winter, spring, and summer recesses, or other individual dates when students are not required to attend school, employees shall work from 7:30 a.m. to 3:30 p.m. and shall take one-half hour for lunch (except Transportation and Maintenance which shall work from 7:00 a.m. to 3:00 p.m. with one-half hour for lunch).

**6.025** The schedule of working hours in the school may be adjusted by building principals in accordance with position and time schedule by up to fifteen (15) minutes before the normal start time or after the normal end time. Lunch periods may be rotated in order for the office to be covered at all times.

**6.026** **Uninterrupted Lunch/Breaks:**

- A. All employees shall have an uninterrupted lunch period of not less than thirty (30) minutes.
- B. All employees working six (6) hours or more per day are entitled to the equivalent of two (2) fifteen (15) minute uninterrupted breaks per day. Employees working a minimum of three (3) hours per day shall be entitled to one (1) fifteen (15) minute uninterrupted break. Breaks may not be used at the end of the work day-or in conjunction with lunch.

**6.027** **Work Schedules:** Less than two hundred sixty (260) day employees shall have the following work schedule:

- 204 days - Nine (9) days before the start of the teacher's schedule.
- 214 days - fifteen (15) days before the start of the teacher's schedule and four (4) days after the end of the clerical day.

Less than two hundred sixty (260) day employees may have their work schedule adjusted for days immediately before and immediately after the official school calendar, provided the adjustment is mutually acceptable to the employee and the building principal, has been agreed to prior to the last workday of the preceding school year. The work schedule

shall be for consecutive work days before and after the scheduled school year.

**6.03 Work Beyond Regular Employment Schedule:**

**6.031** All employees covered under Salary Table E shall be compensated at their regular rate of pay for all hours in pay status up to and including forty (40) hours weekly. Any hours worked in excess of forty (40) hours in pay status shall be paid at one and one-half (1½) times the employee's regular daily hourly rate of pay. Overtime is to be approved in advance by the immediate supervisor and the Superintendent or designee. When computing overtime hours, holidays, sick leave, school business leave, and professional leave shall count as days/hours worked.

**6.032** Employees may be granted compensatory time off in lieu of overtime compensation under agreement between the employee and the Superintendent or designee. Compensatory time shall accumulate at one and one-half hours for each hour of overtime worked, with a maximum accumulation of ten (10) banked hours on a rolling basis). An employee must take the compensatory time off within sixty (60) calendar days of the date the compensatory time is earned. In the event the compensatory time is earned during the month of August by a less than fifty-two (52) week employee, she/he shall have ninety (90) calendar days in which to take the time off. All compensatory time must be recorded on a compensatory time form and submitted to the payroll department. Banked hours of compensatory time not taken off by the employee within the allotted time frame shall be paid to the employee per Section 6.031 of the Agreement. The use of compensatory time does not count as hours worked during the work schedule for the purpose of determining overtime.

**6.033** Employees required to work at approved activities and other functions (PT School Activities) shall be reimbursed in compensatory time at the rate of 150% of all hours worked.

**6.034 Weekend Work:** Employees not regularly scheduled to work on Saturday and/or Sunday who are called in to work shall be guaranteed a minimum of four (4) hours work and shall be compensated at the rate of time and one-

half their regular rate of pay for such hours worked on Saturday and/or Sunday.

**6.04 Position Assignments:**

**6.041** Employees are subject to assignment at the discretion of the Superintendent.

**6.042** In the event the Superintendent or designee makes a re-assignment of an employee that is not pursuant to the criteria of Sections 6.05 and/or 6.11 of the Agreement, the affected employee may submit a written request for a meeting to the Superintendent to discuss the reasons for the re-assignment. The meeting shall be held within five (5) days of receipt of the written request. The employee shall be entitled to Association representation at the meeting.

**6.05 Vacancies:**

**6.051** Except as provided in Section 6.052 below, all office personnel vacancies to be filled within the Warren City Schools, whether they be newly created positions or vacancies created through resignation, retirement or termination of an employee, shall be announced by bulletin and posted, not later than ten (10) work days after the termination of the former employee's assignment, for a period of five (5) work days, except during the period between June 5th and September 5th, when this period shall be ten (10) work days; however, in the event that the Superintendent or designee determines that an emergency situation exists, the advertising period shall be five (5) work days or more. When there are employees on lay-off for the open position(s), said job posting(s) shall be eliminated and referred to the Lay-Off Recall Procedure, Article 6, Section 6.11.

**6.052** In the event that the Board anticipates the need to implement a reduction in the number of bargaining unit positions at the beginning of the next school year (July 1) under Section 6.111 of the Agreement, the Superintendent, or designee, shall meet with the President of the Association to inform her/him of the impending situation. The Superintendent, or designee, will share supportive information with the Association President at this meeting. Provided the Association does not file a timely objection within fifteen (15) work days after the meeting with the Superintendent, or designee, the following procedure shall be

followed in lieu of Section 6.051 of the Agreement to fill any vacancy that occurs between the dates of January 16 and June 16 that is intended to be filled per Section 6.051 of the Agreement:

- A. Not later than ten (10) work days after the termination of the former employee's assignment, said vacancy shall be posted for current bargaining unit members only for a period of five (5) work days.
- B. All provisions of Section 6.05 of the Agreement shall be applicable as they pertain to current bargaining unit members.
- C. Should the position not be awarded to a current bargaining unit member, the position may then be filled by a substitute until the earlier of these dates: (1) a current bargaining unit member takes possession of said position after having exercised her/his bumping rights, per Section 6.113 of the Agreement, or (2) until June 30 of the school year in which the substitute was placed in the position. Days worked by the substitute under this provision will not count toward the one hundred twenty (120) days found in Section 1.05 of the Agreement.

**6.053** Should a position be in the process of revision when the vacancy occurs, a job description describing the position in general terms shall be prepared and finalized before advertising the vacancy. The timelines in 6.051 shall be followed.

A notice of vacancy, and the effective date of the vacancy, shall also be given to the Local Association President. Within five (5) working days after the vacancy is filled, the effective date of the appointment and name of the person filling the vacancy shall be given to the Local Association President.

**6.054** Applications for transfer to advertised vacancies shall be in writing, and received by the Superintendent or designee, not later than the final date that applications will be accepted.

**6.055** Each member of the bargaining unit submitting an application within the proper time frame and meeting the minimum qualifications for the posted vacancy shall be

granted an interview. Those interviewed will have their competencies evaluated on the basis of:

- a. Advertised qualifications required for the new position.
- b. The quantity and quality of the work performed in the employee's present position.
- c. Demonstrated skills in present position or former position.
- d. Previous job experience.
- e. Interview.
- f. Test results, if applicable.
- g. Attendance record for the last two (2) years.
- h. Seniority within the Warren City Schools.
- i. Demonstrated skills that are relevant to the position sought.

**6.056 Testing Procedure:**

- A. A Joint Committee composed of two (2) administrators and two (2) representatives of the Association shall be established to address the procedures to be used in the administration of the pay range tests. At a minimum, the Committee shall direct their efforts to ensuring the tests are administered in a location that is free from interference, there is a designated computer that is pre-set to the needs of the test to be administered, and a functional printer is connected to the computer.
- B. Testing will be done using the tests designed per Section 6.056 A. of the Agreement. The results will be kept by the Office of Human Resources. No bargaining unit member will be retested on the same skills within the same school year unless requested by the employee.
- C. Bargaining unit members shall have the option to retest in a pay range once every six (6) months or whenever a position opens, whichever is shorter.

**6.057 Award of Position:**

- A. In the event that two (2) or more applicants are found to be reasonably equal in competencies, seniority with the Warren City Schools shall be the determining factor in awarding the position. If a position is to be filled from outside the bargaining unit because the Board finds no interviewed candidate is appropriate for the position, the Board will make every effort so the vacancy shall be filled within thirty (30) working days of the closing of the bidding period for non-bargaining unit members. In cases where the position is awarded to a current bargaining unit member, the position shall be filled within twenty (20) working days of the closing of the bidding period. The time frame may be extended by mutual agreement of the Administration and the Association.
- B. In the event a qualified replacement employee has not been found for a bargaining unit member who has been awarded a posted position by the time he/she is scheduled to assume their new duties, the employee shall be transferred to his/her new position, unless the employee voluntarily agrees to remain in his/her current position until a qualified replacement employee can be found.
- C. The affected administrators/supervisors shall mutually agree upon dates for training, not to exceed five (5) work days (not necessarily consecutive days).

**6.058 Appointment to Position:** All persons newly appointed to bargaining unit positions shall receive a packet including—but not limited to: a copy of the job description for the position's classification.

**6.059** Any employee selected to fill a vacancy by transfer shall be on probation for a period of thirty (30) days worked, except those employees affected by Section 6.01, Probationary Period. If at any time within that period the employee is found unable to perform the duties of the new assignment, she/he may, by written notice, be designated for

reassignment to the former position last filled in the pay range from which she/he was transferred. The employee, however, may elect to return to her/his former job within the first five (5) days following her/his new assignment.

**6.0510** Any employee who elects to return to her/his former job within five (5) days forfeits her/his right to bid for six (6) months.

**6.0511** If an employee returns to her/his former position, the position vacated shall be filled without further internal posting.

**6.0512** Personnel in the bargaining unit shall have first opportunity for vacancies in substitute call, summer school secretary or any other summer programs requiring office personnel as long as such additional employment does not result in a work week in excess of forty (40) hours. The above mentioned positions, and any other extra positions created on this basis, shall be advertised for bid to the office personnel. Any summer work provided under this provision will be paid at the rate designated for that summer position.

**6.0513** Any employee within the bargaining unit promoted from one pay range to another pay range shall be placed on the same step in the new pay range as the employee held in the old pay range.

**6.0514** Bargaining unit members presently employed in the Warren City Schools shall receive first consideration on all office personnel vacancies, prior to going to outside sources.

**6.06 Job Descriptions/Job Audits:**

**6.061 Job Descriptions:**

- A. At the beginning of each school year the employer shall furnish the Association with copies of all current job descriptions and each employee with his/her own job description.
- B. When an employee is hired, transferred, promoted, demoted or the job description is changed, the employer shall furnish to the

employee a copy of the employee's job description.

- C. Employees shall be regularly assigned duties as enumerated in the employee's job description.
- D. No member of the bargaining unit shall be required to perform services not related to the operation and related interests of Warren City Schools. There shall be no requirement to perform services related to any supervisor's or teacher's outside personal interests, associations, affiliations, clubs, fraternities, sororities, etc. Any dispute regarding the appropriateness of a work assignment shall be referred to the Executive Director of Human Resources Director for a determination. If the member disagrees with the Executive Director's decision, the matter may become subject to the grievance process.

No member of the bargaining unit is permitted to perform services related to his/her personal interests, associations affiliations, clubs, fraternities, sororities, etc., during working hours.

**6.0611 Newly Created/Revised Positions:**

The Board shall have the right to establish new bargaining unit positions and the basic purpose for those positions, or to initiate a revision to an existing job description. Whenever the Board establishes a new bargaining unit position, or initiates a revision to an existing job description, the Executive Director of Human Resources shall meet with official representatives of the Association to establish a job description for the position. The representatives shall have the right to provide input into the Board's recommendations on the contents of the job description, but final authority for establishing the job description and defining its contents remains with the Board. The job description for a newly created position must be completed within fifteen (15) working days after the position is filled.

**6.0612 Job Description Committee:**

Annually by October 15<sup>th</sup>, four (4) WSA representatives appointed by the WSA President, and four (4) Board representatives shall meet to review and make recommendations for revising any current job description(s) that is recommended for updating by the Association President and/or the Superintendent or designee. Every effort shall be made by the parties to form a committee whose collective membership is knowledgeable and representative of all general categories of job duties and responsibilities. In addition, the committee shall seek input from those members who are actually working in each position. While the committee shall make recommendations on job descriptions, final authority for establishing the job descriptions and defining their contents remains with the Board. The work of this committee shall be completed no later than December 15<sup>th</sup> of each year.

**6.062 Job Audits:**

**6.0621** If an employee has reason to believe that he/she is performing increased duties within his/her current job description, the affected employee may petition the Association, in writing, to have his/her position audited for the appropriateness of pay range. Upon the approval of the WSA Executive Committee, the Association President shall send a written request to the Executive Director of Human Resources. Within fifteen (15) working days, the Executive Director of Human Resources shall request from the employee any additional necessary information, which will be provided as quickly as possible.

**6.0622** Within twenty (20) working days unless timelines are extended by mutual agreement, of receipt of the information, the Executive Director of Human Resources or designee shall determine based on the totality of the circumstances, if the position of the requesting employee should be reclassified into another pay range. The

Association shall be notified of the results of the job audit.

No position shall be audited more than once a year.

No more than two job audits will be conducted concurrently.

**6.0623** If it is determined that the position shall be reclassified to a lower pay range, the current employee serving in the position shall suffer no loss in compensation for the remainder of time that he/she serves in the lower rated position. When the position is vacated and subsequently filled, the employee selected shall be placed in the lower rated position and appropriate pay rate.

**6.063** Bargaining unit work may only be performed by bargaining unit employees except work that is ordinarily assigned to extra clerk typists/substitutes.

**6.07 Employee's Records:**

**6.071** The Warren City Schools shall maintain individual personnel files for each bargaining unit employee. Nothing shall be placed in an individual personnel file without a copy being given to the employee.

**6.072** The employee has the right to respond, in writing, to any information in her/his personnel file and said written response shall be attached to the referenced document and become a part of the material in the employee's personnel file.

**6.073** A. Each employee shall have the opportunity to review all contents in her/his personnel files. The exception to this rule is information obtained from sources other than Warren City Schools' staff prior to employment such as recommendations. The employee may have a representative of the local Association present while he/she reviews the file. An appointment shall be made with the Office of Human Resources by the employee to review her/his file.

- B. Whenever a public records request is made to view an employee personnel file, the name of the person viewing the file and the date viewed shall be noted on a form in the file.

**6.074** The employee's file shall include evidence of satisfactory completion of courses. The employee shall furnish evidence of satisfactory completion of the course work for inclusion in the personnel file.

**6.075 Disciplinary/Derogatory Material:** Upon request of the employee, the need to maintain disciplinary and/or derogatory material in the employee's personnel file can be reviewed with the Executive Director of Human Resources after three (3) years for possible removal. If there has been no recurrence of the offense, the materials shall be removed from the employee's personnel file and archived in an "inactive file" awaiting destruction per the district's records retention policy.

An employee shall receive a copy of any derogatory material before it is entered into his/her file.

**6.08 Calamity Days:** In the event that all schools are closed due to extreme weather conditions, all secretarial and clerical personnel shall normally not report for duty but shall be paid his/her regular daily rate of pay for the calamity day. However, the Superintendent or his/her designee may require that individual employees report to work on such day. If an employee is required to work by the Superintendent or his/her designee and reports for duty, the employee will be given compensatory time off for the time spent at work. Such compensatory time shall be taken by the end of the school year in which the calamity day occurred. The compensatory time will be mutually agreed upon by employee and his/her supervisor. In addition, the District shall also have the right to have non bargaining unit employees perform the work of the bargaining unit employees on a calamity day. However, if the District is required by law, or State regulation, to make up any or all of the calamity days, the less than fifty-two (52) week employee(s) shall be scheduled for duty on the additional make up days and will not be entitled to additional compensation or time off for working the make up days. Furthermore, fifty-two (52) week employee(s) shall be expected to report to work for duty on any day designated as a calamity day that is required by law, or State regulation, to be made up and shall not be entitled to any compensatory day off.

**6.09 Early Release:** In the event the student body is released due to unsafe, unfavorable or unsuitable building or weather conditions, Office Support Personnel shall be released no more than one-half (½) hour after all students have left.

**6.10 Seniority:**

**6.101 Determination of Seniority:**

- A. Seniority shall be defined as length of continuous service from the date of initial provisional employment except and excluding any and all time spent as a noon hour aid and/or as a CETA employee where the Warren City Schools were not the prime sponsor for such CETA employment. However, for computation of longevity eligibility, service time as a CETA employee shall be included. Board approved leaves of absence shall not constitute an interruption of continuous service. Seniority shall include service time in exempt positions only for those employees employed in those positions as of July 1, 1983.

Any employee appointed to an exempt position after July 1, 1983 shall not accrue seniority within the bargaining unit.

- B. An extra clerk typist shall be in permanent status upon reaching one hundred twenty (120) aggregate workdays in one (1) school year. An extra clerk typist shall receive seniority backdated one hundred twenty (120) working days from the date she/he reaches permanent status.

**6.102 Seniority will then be determined by:**

- A. The date of the Board meeting at which the bargaining unit member was assigned a position in this unit and then by;
- B. The date on which the employee submitted a completed job application for a position in this unit, and then by;

- C. The last three (3) numbers of the employee's Social Security Numbers with the lowest number first in seniority.

**6.103 Seniority shall be broken only when an employee:**

- A. Resigns.
- B. Is discharged.
- C. Is laid off for a period of more than two (2) years (computed from the last day worked).
- D. Is transferred or promoted to a job outside the bargaining unit within the school system.

**6.104 Master Seniority List:** A preliminary listing of all bargaining unit employees, in order of seniority, shall be provided the Association President and posted at each work location by October 15<sup>th</sup> of each school year. An employee who believes her/his seniority is inaccurate must present the matter to the Executive Director of Personnel by November 15. The Executive Director of Personnel shall meet with the employee and the Association President to review any such disputes, and a final list shall be provided to the Association President and posted at each work station by December 15<sup>th</sup>. No employee may dispute the accuracy of her/his seniority on the final list unless she/he disputed her/his seniority on the preliminary list. Any disputes regarding the final seniority list must be presented as a grievance within the grievance guidelines based upon the date the final list is provided to the Association President. The time line for initiating such a grievance shall begin on December 16<sup>th</sup>.

**6.11 Lay-Off - Recall Procedures:**

**6.111 Layoff Procedures:** In the event it becomes necessary to reduce bargaining unit employees due to abolishment of positions, lack of funds, lack of work or building closures, the following procedure shall govern such layoffs.

- A. The number of employees affected by reductions will be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign or otherwise vacate a position.

- B. If the number of layoffs needed is not met by the procedure in A., then long-term substitutes shall be laid off. If more layoffs are needed, new employees in an initial probationary status shall be laid off in reverse seniority order.
- C. If the number of layoffs needed is not met by the procedures in (A) and (B), then additional reductions shall be accomplished based upon the positions to be reduced.

**6.112** Twenty (20) working days prior to the effective date of any layoff, the Board shall prepare and forward to the Union President a list containing names, seniority dates, position and pay ranges of those employees to be laid off. Each employee to be laid off shall be given advanced written notice of the layoff with a statement advising the employee of her/his bumping and reinstatement rights.

**6.113 Bumping Rights:**

- A. Any employee affected by such a reduction, either directly or indirectly, shall be granted bumping rights. Bumping shall be exercised on the basis of bargaining unit seniority as defined in Section 6.101 and present pay range, in conformance with Appendix J. Any employee displaced by such a reduction may bump the least senior employee within the same pay range and/or lower pay range in successive, retrogressive order if:
  - 1. The employee to be bumped is less senior than the displaced employee and the employee to be bumped is not an exempt employee.
  - 2. The displaced employee possesses the advertised qualifications and skills for the job.
  - 3. Effective July 1, 2005, if a displaced employee does not possess the advertised qualifications for the job because the job has educational or testing pre-requisites under the Elementary and Secondary Education Act, as amended (ESEA), the

displaced employee may bump the least senior employee in a position that does not have educational or testing pre-requisites under the ESEA provided the displaced employee satisfied 6.113 (A) (1) and (2).

- B. Employees who retrogress under provisions of this procedure to a lower pay range shall not be reduced in pay for a period of twelve months (12) after the effective date of the retrogression. In the event the retrogression is the result of the Superintendent exercising his/her right of assignment in contradiction to the provisions of Section 6.113 (Bumping Rights) of the Agreement, said employee shall not be reduced in pay until the affected employee rejects a return to her/his prior pay range. In the event the reduction in force that caused the retrogression was a result of a lack of funds, the employee who retrogresses shall assume the work weeks and pay range commensurate with the position he/she retrogressed to. Any employee who retrogressed to a lower pay range, prior to the effective date of this Agreement shall not be affected by the twelve (12) month cap on maintaining her/his prior pay.
1. Any employee affected by a reduction, who has bumping rights and opts not to displace the least senior employee within the same pay range and/or lower pay range in successive, retrogressive order shall go on lay-off status.
  2. Any employee who bumps into a position consistent with Section 6.113, requiring the employee to work fewer weeks than in her/his former position shall be obligated to work the total weeks of her/his contracted position. This paragraph does not apply to an employee who is impacted by a reduction in force for lack of funds.

3. Any employee who bumps into a position consistent with Section 6.123, requiring additional work weeks, shall be compensated for any additional weeks at the daily rate of the contracted position. This paragraph does not apply to an employee who is impacted by a reduction in force for lack of funds.

**6.114 Recall Rights:** Any employee reduced in pay range or laid off shall retain recall rights for a period of thirty-six (36) months, beginning with the employee's last day worked, during which time the Board shall not hire any new employee to a bargaining unit position affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated to the original position or similar position or to a comparable or better position. An employee will not be offered reinstatement if he/she does not possess the advertised qualifications and skills for that job. During any layoff period, promotions will be granted only when they will not interfere with the recall of any laid off employee. The provisions of Appendix K are meant to supplement and clarify this recall procedure.

**6.115 Vacancies & Transfers During Layoff:**

- A. Vacancies which occur after any reduction shall be offered by registered mail to the highest seniority employee on the recall list, provided she/he possesses the advertised qualifications for that job. The employee must respond within fifteen (15) working days. In the event the position is declined during the thirty-six (36) month period, as defined above, the employee's name will be removed from the recall list, and the next employee in line of recall shall be offered the position.
- B. Any employee who retrogresses into a lower pay range and declines recall to any position for which he/she possesses the qualifications and skills equal to or higher than his/her original pay range shall retain his/her current position, shall forfeit his/her right to recall to

any position for which he/she possesses the qualification and skills equal to or higher than his/her original pay range, and, if he/she has not already done so, shall assume the work weeks and pay range commensurate with the newly assigned position.

**6.116** It shall be the responsibility of any laid off employee to provide the Board during any layoff with her/his current mailing address and telephone number and, if applicable, provide the Director of Personnel with the proper documentation of qualification for ESEA positions. Absent such notice, it will be presumed that the employee is not ESEA-qualified and the employee will not be called for any positions requiring ESEA qualifications.

**6.117** In the event there is a reduction in force brought on by reorganization of the district after any construction/renovation project of school facilities, reduction in force, movement of bargaining unit members, and/or potential recall of bargaining unit members shall be as provided for in Section 6.11 of the Agreement.

**6.12 Evaluation of Employees:**

A newly hired employee shall be evaluated at least twice during his/her first twelve months of employment in the district. The first required evaluation shall be finalized prior to the completion of his/her first six months of employment and the second required evaluation shall be finalized during his/her second six months of employment.

Bargaining unit members may be evaluated at least annually in their second through fifth year of employment.

Bargaining unit members shall be evaluated at least every two (2) years thereafter, unless the employee requests to be evaluated more frequently, or the Board determines to evaluate an employee more frequently. However, any bargaining unit member who transfers to a new position shall be evaluated annually for the first two years in the new position.

Bargaining unit members may be evaluated by their immediate supervisor only; however, other supervisors who work closely with the employee and whose records are dependent upon reports prepared by such employee shall

maintain the right to inform the immediate supervisor of the quality and quantity of the work of such employee.

**6.13 Labor/Management Committee:**

**6.131** A joint Labor-Management Committee shall be established to attempt to resolve non-contractual issues as they arise. The purpose shall be to discuss, not negotiate these issues.

**6.132** Four members shall be appointed by the Board and four members shall be appointed by the Association to serve on the labor management committee.

**6.133** Each September, an organizational meeting will be held to develop the format for the Labor/Management Committee meetings for the year. Thereafter, items for discussion shall be furnished to the appointed secretary in advance and sent to the committee persons prior to the meeting. When necessary other personnel may be called in to answer concerns.

**6.134** The committee will meet at a mutually agreed upon time and place, on an as needed basis.

**6.14 In-Service Workshops and NEOEA Day:**

**6.141 In-Service Workshops:** The Board shall establish and approve one (1) full day or two (2) half days of in-service workshops for office personnel annually. Such workshops shall be planned and scheduled by a steering committee comprised of two (2) employees appointed by the President of the Association, and two (2) administrators appointed by the Superintendent.

All Bargaining Unit employees shall attend the scheduled workshop(s) as specified, unless on approved vacation or leaves.

**6.142 NEOEA Day:** An in-service day may be scheduled to coincide with NEOEA Day for school employees. If no in-service is planned, bargaining unit employees may attend an approved NEOEA program, or report to work, unless on approved vacation or leave.

If no in-service is planned, notice of attendance at an alternate NEOEA program must be received by the Office

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of Human Resources no later than ten (10) work days prior to NEOEA Day. Proof of attendance at such program shall be submitted to the Office of Human Resources within three (3) workdays following NEOEA Day.

**6.15 Office Disciplinary Responsibility:** It shall not be the responsibility of any bargaining unit member to discipline or be placed in long-term supervision of a student who has been sent to the office for disciplinary reasons.

**6.16 Reporting Verbal or Physical Misconduct:** Bargaining unit employees should report verbal or physical misconduct or other harassing conduct according to Board Policy 4362 (Sexual and Other Forms of Harassment) and its Administrative Guidelines.

**6.17 Discipline Procedure:** Discipline will be administered in successive steps, and while progressive in nature, management retains the right to skip steps if warranted by the severity of the infraction. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct. Disciplinary action taken against contracted employees, shall be for just cause and shall include:

**6.171** Formal disciplinary action taken shall be commensurate with the employee's offense.

1. Verbal Warning: It is expected that most cases will be handled by the immediate supervisor with the issuance of a verbal warning without formal disciplinary action.
2. Written reprimand
3. Suspension without pay for up to two (2) days (Only the Superintendent shall have the right to suspend an employee)
4. Suspension without pay for three to five (3-5) days (Only the Superintendent shall have the right to suspend an employee)
5. Suspension without pay for six (6) to fifteen (15) days (Only the Superintendent shall have the right to suspend an employee)
6. Discharge from employment (Only the Board of Education shall have the authority to discharge an employee)

**6.172 Due Process:** Except in cases requiring immediate suspension, no employee shall be disciplined without first having been afforded due process. An employee subject to discipline shall be given a written notice setting forth the specific allegations, which, if substantiated, could result in disciplinary action along with the date and time for the fact-finding meeting. The notice shall be provided to the employee, and to the Association, at least ninety-six (96) hours prior to the scheduled fact-finding meeting.

**6.173 Loudermill Hearing:** In cases involving a suspension of three (3) or more days or discharge, upon completion of the Board's investigation of the allegations and prior to initiating a suspension of three (3) or more days or discharge, the employee shall be granted a Loudermill hearing.

**6.174 Privacy of Proceedings:** No employee shall be disciplined in the presence of other employees or in public. To the extent permissible by law, all matters related to the discipline of employees shall be kept confidential.

**6.18 Absence/Tardiness:**

**6.181 Statement of Philosophy:** The Board and the Association believe that employee attendance has a direct effect on the ability of the district to provide the services needed to support the mission of the Warren City Schools. Furthermore, we believe that unexcused absences, failure to report for or to remain at work, or repeated tardiness are grounds for disciplinary action. Therefore, employees are expected to report to work at the assigned time and place, and to remain on duty during their scheduled work hours.

**6.182 Work Practices:**

- A. Calling Off Procedure: In the event it is necessary for an employee to be absent from duty due to health related matters, the employee should provide notice to his/her immediate supervisor as soon as possible, but at least one (1) hour prior to the start of his/her scheduled work day.
- B. Late Arrival Procedure: In the event an employee is unable to report to work on time,

he/she shall make every effort to inform his/her immediate supervisor and to indicate an approximate time by which he/she will report to work.

**6.183 Disciplinary Action:** Attendance related violations may be subject to the Discipline Procedure as outlined in Section 6.17 of the Agreement.

**6.184 Presumed Resignation:** Five (5) consecutive working days of unauthorized and/or unexcused absence may be considered job abandonment and a presumed resignation. Prior to the Board accepting said resignation, the employee shall be provided the opportunity to explain the absences to the Executive Director of Human Resources at a meeting set by the Executive Director of Human Resources.

**6.19 Safety Committee:** The Association will appoint one (1) representative to serve on the system wide Safety Committee. All issues of employee safety and health will be referred to this committee. The Association's representative will report Committee activities to the Association.

**6.20 Care of Students After Work Hours:** In the event that a building level administrator and/or the teacher in charge are out of the building, any bargaining unit member who, after informing the Office of Human Resources, is responsible for a student who has been left after work hours, will be paid for time spent, up to their normal work week, and time and one-half for all time thereafter.

**6.21 Dispensing of Medication:** An employee who may be expected to dispense medications shall, at the direction of her/his supervisor, attend in-service training conducted by a medical professional on procedures to dispense medications to students, unless the employee has been provided training; and has been provided a copy of the current Board Policy relating to the dispensing of medications. Prior to the start of a new school year, an employee who may be expected to dispense medications may request refresher training by a medical professional.

**6.22 Workplace Injuries/Worker's Compensation/Return to Work:**

**6.221** When an employee sustains an injury believed to be work related, he/she must report the injury as soon as possible

to his/her immediate supervisor. The injured employee must complete an Employee Accident Report.

**6.242** An injured employee who is off work must be on a leave, and may apply for any leave he/she qualifies for under Article V.

**6.223** The Board, the employee and the Association will meet to discuss the specifics of any transitional work plan proposed for an employee in advance of implementation. If the Association does not object to the specifics of the plan, the Board may follow such plan.

**6.23 E.S.E.A. – Highly Qualified:** The Elementary and Secondary Education Act, as amended, 20 U.S.C. 6301 et seq. (2002), herein "E.S.E.A.", mandates that by January 2006, certain bargaining unit positions be filled by an individual who meets the standard of "highly qualified" as established by the Ohio Department of Education. The Board and the Association recognize the importance of compliance with E.S.E.A. and therefore agree to the following:

1. All bargaining unit members in positions that require the "highly qualified" designation must become "highly qualified" prior to July 1, 2005 to remain in that bargaining unit position. If a bargaining unit member fails to attain the "highly qualified" designation, s/he will be placed on layoff status as of July 1, 2005;
2. All bargaining unit members in positions that do not require the "highly qualified" designation are encouraged to meet the standard of "highly qualified" as soon as is possible;
3. The Board will offer training courses to assist employees in preparing for the ETS Para Pro Assessment as a way to attain the "highly qualified" designation;
4. The Board will reimburse the cost of the ETS Para Pro Assessment for any bargaining unit member who wishes to take it to attain the "highly qualified" designation, provided the bargaining unit member has provided the office of State and Federal Programs advance notification of their testing date, a copy of their test results, and a written receipt as proof of payment;

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5. Effective July 1, 2005, No bargaining unit member may enter an E.S.E.A. position by any means (including but not limited to bumping in a layoff, vacancy or substitution) unless s/he is "highly qualified" at the time s/he would enter the position.

**6.24 Staffing Issues Related to the Building Construction/Renovation Projects:**

**6.241** At least twenty-four (24) months prior to the projected opening/reopening of any newly constructed/renovated building done in conjunction with the Ohio School Facilities Commission, a committee of not more than four (4) WSA members appointed by the Association President and not more than four (4) administrators appointed by the Superintendent shall be convened for a series of meetings to discuss and make recommendations on the following:

- a. The procedures that will be used to move staff from current assignments to "new" assignments; and
- b. The best way to configure the work space in the newly constructed/renovated buildings to meet the needs of WSA members.

**6.242** The Committee shall complete its work no later than twelve (12) months prior to the opening/reopening of any newly constructed/renovated building done in conjunction with the Ohio School Facilities Commission. Any recommendations that will change the terms of this Agreement shall be delivered to the Board and the Association for approval, and if needed, for ratification as an addendum to the Agreement.

**6.243** The Association, through the committee, shall also have the opportunity to give input to the administration on the following:

- a. The number, duties, and pay ranges of WSA Bargaining Unit positions that will exist in each of the newly constructed/renovated buildings; and
- b. The best manner in which to restructure current WSA bargaining unit positions to meet the future needs of the district.

## **ARTICLE VII - INSURANCE BENEFITS**

**7.01 Insurance:** As used in this Article, "full-time employee" means an employee who is regularly scheduled to work thirty (30) or more hours per week. "Part-time employee" means an employee regularly scheduled to work fewer than thirty (30) hours per week. Eligible means anyone who works twenty (20) hours or more.

Any bargaining unit member whose effective date of employment or re-employment is the 1<sup>st</sup> through the 10<sup>th</sup> day of the month shall have their insurance benefits made effective the 1<sup>st</sup> day of the month. If the effective date is the 11<sup>th</sup> through the end of the month, the bargaining unit member's insurance benefits shall be effective the 1<sup>st</sup> day of the next month.

### **7.02 Hospital, Surgical and Major Medical Insurance:**

**7.021** The Board agrees to provide at Board expense, except as provided in Section 7.022 below, hospital, surgical, major medical, dental, prescription drugs and vision benefits for members of the bargaining unit and their dependents at a level of benefits consistent with the Memorandum of Agreement signed by the WSA and the Board on October 2, 2001 and October 9, 2001, and a second such Memorandum to be signed together with this Agreement.

### **7.022 Employee Cost Sharing:**

A. Effective July 1, 2013, each employee in the bargaining unit (exclusive of the spouse of another employee of the District who is affected by this provision and as described below in Section 7.022 B.) shall pay ten per cent (10%) of the premium cost of health care. Said payment shall occur through payroll deduction and shall be calculated on twenty-four equal instalments. Said payments shall be made with "pre-tax" dollars.

B. Married couples who are both employed by the District shall share in the cost of health care as follows: in the event both spouses are covered by the same Family or Employee/Spouse plan, then the spouse with the highest annual salary shall have the appropriate contribution for the cost of health care deducted from his/her pay checks; in the event one spouse has a Family Plan and the other spouse has a Single plan,

then both spouses shall have the appropriate contribution for the cost of his/her health care plan deducted from his/her individual pay checks.

**7.023 Tiers of Coverage:** For coverage beginning on July 1, 2013, eligible employees in the bargaining unit shall have the option of selecting from the following tiers of coverage:

- Single Coverage
- Employee/Spouse Coverage
- Employee/Child(ren) Coverage
- Family Coverage

**7.024 Spousal Fee:** When an employee's spouse is eligible for and enrolled in a health insurance plan with his/her employer or with an Ohio public retirement system, that plan will be considered primary coverage for the spouse. Should the non-district employee spouse elect not to obtain/participate in such coverage, the District employee shall pay an additional \$150 per month for family health coverage, in addition to any other contributions otherwise due. If the spouse elects to join his/her employer's coverage including any available prescription drug coverage, that coverage would be primary and the \$150 additional payment is not required. It is understood that the \$150 per month payment is pre-tax.

This provision takes effect no earlier than November 1, 2004, and thereafter on the day the spouse first becomes eligible for coverage or on the day the employer of the spouse first provides for enrollment in its health plan. If a spouse needs to wait for a window period as of November 2004 in order to enroll in his/her other insurance, the fee will not begin until the window period. If a spouse's eligibility for coverage with another employer is terminated, the spouse may return to Warren City Schools primary coverage without penalty.

This provision will sunset from this Agreement on the date of the ratification of the WEA successor agreement, and will continue only to the extent of and in such form as it is being applied to the WEA employees.

In order to put this provision into effect, the Board and the Association will develop a form for each employee to certify information as to the spouse's eligibility for coverage.

**7.03 Life Insurance:** Group life term and accidental death and dismemberment benefits shall be provided at Board expense for all eligible employees in the bargaining unit. The Board shall provide thirty thousand dollars (\$30,000.00) of term life insurance and dismemberment benefits effective September 1, 1986.

**7.04 Dental:**

A. Dental Care coverage shall be provided at Board expense for full time employees in the bargaining unit and their dependents. The Dental Plan shall be in accordance with the following benefits:

1. Dependent children to age 25 (if full time student);
2. Orthodontics for unmarried dependent children to age 19;
3. Deductible amount payable by employee for each member of the family \$25.00
4. Percentage payable by for orthodontics \$1,000 60%
5. Percentage payable by for all other covered dental services and supplies 80%
6. Maximum amount payable for each dependent child for orthodontics during dependent child's lifetime \$1,000

B. The Board shall provide for paid optional coverage for eligible employees and their dependents under Choice Dental Plan at a level not less than that in effect on October 1, 1984.

**7.05 Prescription Drug:** Prescription Drug coverage shall be provided at Board expense for all full time employees in the bargaining unit and their dependents subject to copays as delineated in the plan documents.

**7.06 Vision Care:** Vision Care coverage shall be provided for all eligible bargaining unit members and their dependents as per the specifications below. The premium shall be paid by the board.

Specifications:

<u>Covered Expenses</u>	<u>Benefit Period</u>
Examination	One in any 12 month period
Lenses (if required)	One in any 12 month period
Frames (if required)	One in any 24 month period
Maximum Benefit	According to schedule

Deductible

None

The schedule of benefits set forth in the specifications shall be determined by the Board but not less than the equivalent of Blue Cross/Blue Shield Vision Care I as it existed on July 1, 1994.

**7.07 TB Test:** In the event that bargaining unit members are required to be tested for TB due to exposure, the Board shall pay the cost of the TB Skin Test. Positive reactors to the TB Skin Test, who require a chest X-ray shall be eligible for Board payment of the X-ray cost if X-ray cost is not covered by insurance and if the chest X-ray is deemed necessary by a physician selected by the Board.

**7.08 Part-Time Employees:** The insurance benefits described in this Article shall also be continued at Board expense, except as provided in Section 7.022 of the Agreement, for all part-time employees in the unit regularly scheduled to work twenty (20) hours or more per week who were employed before July 1, 1977. For part-time employees hired on or after July 1, 1977, the Board, subject to the cost sharing provided in Section 7.022 of the Agreement, shall provide payment for said insurance benefits in accordance with the following schedule:

Regularly scheduled to work at least 25 hours but fewer than 30 hours per week - 83%

Regularly scheduled to work at least 20 hours but fewer than 25 hours per week - 56%

In the event the Board reduces a full-time employee to less than full-time status as part of a reduction in force, said employee shall be provided insurance benefits at Board expense.

**7.09 Benefits While on Unpaid Leave of Absence:**

**7.091** Board payment for insurance benefits shall be terminated when an employee takes an unpaid leave of absence for other employment.

Board payment for insurance benefits shall be terminated beginning with the fifth day of unpaid absence in any year when such absence(s) is (are) for reason(s) other than employment elsewhere.

**7.092** The insurance benefits of an employee who has exhausted her/his sick leave shall be continued for three (3)

months at Board expense and thereafter may be continued at the employee's expense. Insurance benefits may be continued at the employee's expense at her/his election when she/he is on an authorized leave of absence. The Treasurer shall be authorized to use payroll deduction for the payment of insurance benefits continued at the employee's expense when an employee continues insurance benefits while on an authorized leave of absence.

**7.10 Insurance Committee:** A committee consisting of representatives from the various Associations representing district employees shall be established by the Superintendent. The Warren Secretarial Association shall be represented on such committee by one representative selected by the Association. The purpose of this committee shall be to address the quality and cost of health insurance for all enrollees of any district health insurance plan. The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and make recommendations regarding health insurance and healthcare systems for the district to the Superintendent and the Association Presidents. If accepted by both the Superintendent and the Association Presidents, the recommendation(s) shall be binding during the life of the Agreement.

**7.11 Voluntary Non-participation in Health Insurance Coverage:**

- A. The Board shall establish a qualified cafeteria plan subject to Section 125 of the Internal Revenue Code of 1986 as amended, and any and all of the rules and/or regulations promulgated thereunder, with the intent being that there is no tax liability to those who choose the health insurance plan rather than the waiver. Employees electing to waive the health insurance plan will be responsible to pay tax on any money received in lieu of the coverage. The Board will withhold taxes, as per past practice.
- B. In accordance with the terms of the cafeteria plan, any bargaining unit member who voluntarily elects not to participate in any of the Board-provided health insurance, or elects to receive only prescription drug, dental, and vision coverage, shall indicate so on a waiver form provided by the Board. Bargaining unit

members are eligible to not participate in Board-provided insurance only if they have coverage from a source other than the Warren City School District. The waiver shall have an effective date of the next following first day of the month. (Health insurance is defined as any Board provided insurance except life insurance.) Any employee in the bargaining unit who voluntarily elects not to participate in any of the Board-provided health insurance shall not contribute towards the cost of health care, as specified in Section 7.022 of the Agreement. Any employee in the bargaining unit who elects to receive only prescription drug, dental, and vision coverage shall make a proportional contribution towards the cost of health care, as specified in Section 7.022 of the Agreement.

- C. Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid \$200 per full month (\$2,400.00) a year or an appropriate proration for part-time employees based upon the board payment of their benefit costs. Any bargaining unit member who elects to receive prescription drug, dental and vision coverage only shall be paid \$80 per full month (\$960.00 a year), or an appropriate proration for part-time employees based upon the Board payment of their benefit costs.
- D. Any bargaining unit member who voluntarily waives participation in the health insurance program shall be entitled to return to coverage under this Agreement during the annual open enrollment period, or at any time at the member's option if it is permissible under the terms of the cafeteria plan. A member who opts back into the insurance plan shall have an effective date the succeeding first day of the month, and, at that time, shall be required to participate in any applicable cost sharing as specified in Section 7.022 of the Agreement.

**7.12 Flexible Spending Account (FSA):** Effective January 1, 2011, all members of the bargaining unit shall have the option to participate in a Flexible Spending Account (FSA). Options available to employees are:

1. Health Care Account with an annual maximum contribution amount of the lesser of four thousand dollars (\$4,000.00) or the maximum amount as determined by IRS regulations.

2. Dependent Daycare/Elder Care Account with an annual contribution for married individuals that is the lesser of:

- (a) five thousand dollars (\$5,000.00) for those filing a joint IRS return, or twenty-five hundred dollars (\$2,500.00) for those filing a single IRS return, or
- (b) your spouse's total annual compensation, or
- (c) one-half (1/2) of your total annual compensation.

If you are a single individual, the maximum contribution for Dependent Daycare/Elder Care Account is five thousand dollars (\$5,000.00).

**ARTICLE VIII - BENEFITS AND COMPENSATION**

**8.01 Holidays:**

**8.011** Persons covered by Salary Table E, who are employed on a fifty-two (52) week year basis, shall be granted days off, with pay, provided each such employee accrued earnings in his/her next preceding and his/her next following scheduled work days before and after such holidays or was properly excused from attendance at work on either or both of those days, as follows:

Labor Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
Day before Christmas	Easter Monday
Christmas Day	Memorial Day
New Year's Day	Independence Day

**8.012** Persons covered by Salary Table E who are employed on a less than fifty-two (52) week year basis, shall be granted days off with pay as follows:

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

Persons covered by Salary Table E who are employed on a schedule of less than fifty-two (52) weeks will not work during winter and spring breaks when school is not in session.

**8.013** A compensatory day will be given when a holiday falls on Saturday or Sunday. The closest preceding or the closest following day is the compensatory day allowed.

**8.014** Presidents' Day and Easter Monday shall not be considered holidays if such days occur when school is in session for pupils. If either of such days occurs when school is not in session, such day(s) shall be treated as paid holidays.

**8.02 Vacations:**

**8.021** After completing service during the periods enumerated below, persons covered by Salary Table E who are employed on a fifty-two (52) week year basis shall be granted vacations with pay, as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
First twelve months	None
1 - 8 inclusive	2 annually
9 - 12 years	3 annually
After 12 or more	4 annually

**8.022** Service to qualify for vacations shall include the previous experience recognized for placement on the salary schedule when employed, with maximum of three (3) years allowed.

**8.023** If an employee resigns on the eighth or twelfth year of experience the anniversary date will determine total years of experience for vacation purposes.

**8.024** The employee's anniversary date of employment will determine the number of years of experience for vacation purposes.

**8.025** For vacation credit only, all prior years of employment with the Warren City Schools as a full-time employee shall be counted regardless of the number of years between employment.

**8.026** Individual vacation requests for the current school year shall be tentatively scheduled with the immediate supervisor by January 31<sup>st</sup> (as implemented during the 2009-2010 school year). All vacation days must be used during the calendar year (January 1 through December 31). Vacations shall not be cumulative, except as described in Section 8.027 and shall be arranged during those periods of time when no substitutes shall be required. Appropriateness of a vacation request for the school operation and for the employee shall be determining factors in approving or denying a vacation request. Vacation requests for the first or last week of instruction and the five work days before the start of instruction and the five work days after the end of instruction shall be presumed inappropriate, however, a vacation request may be granted by the immediate supervisor if he/she feels the department can be satisfactorily covered in the employees absence.

**8.027** In the event that an appropriate vacation request of an employee is denied, and the denial causes the employee to have excess vacation days remaining at the end of the calendar year, the employee shall be allowed to carry over the number of days denied up to five (5) vacation days into the following calendar year.

**8.028** An employee must work beyond the concluding anniversary date of the year of increase in vacation benefits to be entitled to the increase in vacation. A staff member on leave of absence for which annual salary increments are granted shall suffer no interruption in the service credit for determining vacation up to a limit of one year.

**8.029** In the event of the death or resignation of an employee eligible for vacation, the employee, or her/his heir, shall receive a lump sum check for all vacation time earned, as provided for by law.

**8.0210** Employees who are appointed from a less than 52 week position to a 52 week position shall be afforded vacation benefits consistent with the terms of the Agreement, Section 8.02. All experience credited at employment plus all service in the Warren City Schools shall be used to determine his/her level of vacation benefits. The vacation days for which the employee is eligible shall be prorated for the remainder of the calendar year.

**8.0211** An employee who is reassigned/transferred from a fifty-two (52) week position to a less than fifty-two (52) week position may take her/his earned vacation from the previous year before the effective date of the reassignment/transfer. Any unused balance shall be included with the payoff of her/his fifty-two (52) week contract. Vacation days earned from the year of the transfer shall be held for up to two (2) years (and until June 30<sup>th</sup>) and restored to the employee if she/he returns to a fifty-two (52) week position. If the employee is not returned to a fifty-two (52) week position within two (2) years, all such days shall be paid at that time.

**8.0212** An employee who resigns or retires from her/his position shall have her/his vacation earned in the year of her/his resignation pro-rated based on the percentage of the work year she/he worked from January 1 to December 31, rounded to the nearest one-fourth (1/4) day.

**8.03 Tuition Reimbursement:**

**8.031** Subject to the limitations stated in Section 8.032 below, the Board shall reimburse employees for the costs of courses taken from an approved provider directly related to her/his employment or possible future employment with the Warren City Schools.

**8.032** The maximum total payment per employee per year pursuant to this Article shall be three hundred seventy-five dollars (\$375.00), or any higher amount that is in effect for the Warren Education Association during the life of this Agreement. In order to be eligible for payment, the employee shall:

- a. obtain written approval from her/his supervisor and the Superintendent prior to taking a course directly related to her/his employment or possible future employment with the Warren City Schools;
- b. present evidence of satisfactory completion of the course; and
- c. present satisfactory documentation of all costs for which reimbursement is sought. Documentation must include the original paid receipt showing the cost of the course and the grade card or transcript showing evidence of satisfactory completion of the course. Payment shall be approved at the first regular Board meeting after compliance with the requirement of this paragraph.

**8.033** To receive tuition reimbursement for course work taken during the fiscal year (July 1 to June 30), a Tuition Reimbursement Request Form must be completed and submitted to the Office of Human Resources upon completion of the course, but not later than June 1 of the year in which the course is taken (for courses ending after June 1, the form must still be submitted by June 1, i.e. prior to completion of the course). The documentation required by Section 8.032 b. and c. may be submitted at the same time as the Tuition Reimbursement Request Form, but for courses ending after June 1, it must be received by the Office of Human Resources before the end of the work day on September 30th. Failure to comply with these deadlines shall result in the employee forfeiting the tuition reimbursement.

**8.04 Severance Pay:**

**8.041** An employee, with ten (10) or more years of service in the District, who elects to retire from active service shall receive in one lump sum one-quarter ( $\frac{1}{4}$ ) of the value of his/her accrued and unused sick leave to a maximum of thirty (30) days multiplied times his/her per diem rate at the time of retirement. In addition, there shall be added a sum equal to one-eighth ( $\frac{1}{8}$ ) of the accrued and unused sick leave in excess of one hundred twenty (120) days multiplied times his/her per diem rate at the time of retirement. Payment will be made upon written evidence of approval of retirement eligibility from the School Employees Retirement System. Severance pay shall then be paid no later than six (6) months after the last date of employment. Payment for sick leave on this basis will be considered to eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to an employee.

**8.042** In the event of the death of an employee with ten (10) or more years of service in the district, severance pay would become due and payable to the estate of the deceased. Such severance shall be calculated in the same manner as severance is calculated for retirees. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee. Such payment shall be made only once to the estate of the deceased.

**8.05 Mileage:** The Board shall pay for authorized automobile expense in an amount equal to the per mile allowance being utilized by

the Internal Revenue Service. The Board shall modify the mileage allowance up or down in accordance with the allowance in effect by the Internal Revenue Service at January 1 of each year of this Agreement. The modification will be made effective January 1 of each year and continue through December 31 of each year.

**8.06 Longevity Payment:**

**8.061 Effective beginning July 1, 2010:** Effective with the computation made in July of 2011, to be paid in November, 2011, each employee who has completed five (5) full years or more of full-time service as of June 30, 2011, shall receive a longevity payment in November, 2011, and each November thereafter. Such payment shall be computed annually in July of each year by multiplying by three dollars (\$3.00) times the number of months of service from initial provisional appointment through the June immediately preceding the computation. No employee with less than twenty-five (25) years of service shall receive a payment of more than seven hundred fifty dollars (\$750.00) under this Section. Employees with twenty-five (25) or more years of service will receive one thousand two hundred dollars (\$1,200.00) under this Section. Employees with thirty (30) or more years of service will receive one thousand three hundred fifty dollars (\$1,350.00) under this Section.

**8.062** Payment for an employee who leaves employment for any reason, other than discharge for just cause, shall be pro-rated on the basis of the number of months of service to the employees' date of termination and shall be made in November. In the case of death, this benefit will become due and payable to the estate of the deceased. In order to be eligible for pay under this Section, an employee must be on the payroll during the period of July 1 to June 30 of the appropriate year. For purposes of this Section, "month of service" means any month in which an employee actually worked fourteen (14) days or more.

In the last year of service, employees who have reached maximum longevity shall be paid the entire amount regardless of retirement date.

Employees who are on approved leaves of absence, excluding paid sick leave, shall not be eligible for longevity payment until such time as they resume employment on a full-time basis.

**8.07 Salary:** Members of the bargaining unit shall be paid based on pay ranges and hours worked and years of service within Salary Table E. (See Section 8.073 and Appendix A)

**8.071 Base Hourly Rates:**

- A. Effective June 30, 2011 – June 29, 2014 – \$9.90 as the base salary for Pay Range 1 - Step 1 on the index described in Section 8.073 A. of the Agreement. (See Salary Schedule at Section 8.073 B.)
- B. **Effective July 1, 2011** – Employees in the bargaining unit shall not advance an additional step beyond his/her placement on the salary schedule during the 2010-11 school year. However, bargaining unit members shall receive additional compensation for the 2011-12 school year as described in Section 8.072 of the Agreement.
- C. **Effective July 1, 2012** – Employees in the bargaining unit shall not advance an additional step beyond his/her placement on the salary schedule during the 2011-12 school year.
- D. **Effective July 1, 2013** – Employees in the bargaining unit shall not advance an additional step beyond his/her placement on the salary schedule during the 2012-13 school year.
- E. **Years of Service:** At the expiration of this Agreement, and with the adoption of a successor agreement, the years of service (steps) will pick-up from where they were frozen on June 30, 2011. Therefore, employees in the bargaining unit will not be advanced for years of service (steps) they complete during the term of this Agreement.

8.072 Additional compensation for the 2011-12 school year: For purposes of placement for this provision only, employees in the bargaining unit who were in the employ of the Board during the 2010-11 school year, shall be considered to have advanced one step on his/her placement on the experience

schedule for the 2011-12 school year, and shall receive the following additional compensation, subject to applicable withholding and paid in a separate check on the second pay date in January of 2012:

- An employee in the bargaining unit considered to be placed on Steps 2-10 of the experience schedule shall receive a lump sum payment of three hundred fifty dollars (\$350.00).
- An employee in the bargaining unit considered to be placed on Steps 11-19 of the experience schedule shall receive a lump sum payment of five hundred dollars (\$500.00).
- An employee in the bargaining unit considered to be placed on Steps 20-25 of the experience schedule shall receive a lump sum payment of six hundred fifty dollars (\$650.00).
- An employee in the bargaining unit considered to be placed on Steps 26-32 of the experience schedule shall receive a lump sum payment of eight hundred dollars (\$800.00).
- An employee in the bargaining unit considered to be placed on Steps 33 and beyond of the experience schedule shall receive a lump sum payment of nine hundred fifty dollars (\$950.00).

**8.073 Index:**

**8.073 A.**

<b>Steps:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>18</b>
<b>Range 1</b>	1.000	1.061	1.124	1.192	1.265	1.340	1.415
<b>Range 2</b>	1.070	1.133	1.201	1.274	1.349	1.432	1.515
<b>Range 3</b>	1.144	1.213	1.285	1.366	1.445	1.531	1.617
<b>Range 4</b>	1.226	1.300	1.378	1.459	1.546	1.639	1.732

Range 5 1.312 1.387 1.474 1.561 1.657 1.757 1.857

**WSA Salary Schedule 2011-2014**

<b>STEPS:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>18</b>
<b>Range 1</b>	\$9.90 1.000	\$10.50 1.061	\$11.13 1.124	\$11.80 1.192	\$12.52 1.265	\$13.27 1.340	\$14.01 1.415
<b>Range 2</b>	\$10.59 1.070	\$11.22 1.133	\$11.89 1.201	\$12.61 1.274	\$13.36 1.349	\$14.18 1.432	\$15.00 1.515
<b>Range 3</b>	\$11.33 1.144	\$12.01 1.213	\$12.72 1.285	\$13.52 1.366	\$14.31 1.445	\$15.16 1.531	\$16.01 1.617
<b>Range 4</b>	\$12.14 1.226	\$12.87 1.300	\$13.64 1.378	\$14.44 1.459	\$15.31 1.546	\$16.23 1.639	\$17.15 1.732
<b>Range 5</b>	\$12.99 1.312	\$13.73 1.387	\$14.59 1.474	\$15.45 1.561	\$16.40 1.657	\$17.39 1.757	\$18.38 1.857

**8.074** All regular employees shall receive credit, not to exceed three (3) years, for related experience. Such credit shall be for full years experience, shall be evaluated by the Superintendent or designee, and must have been accumulated within the last ten years.

**8.075** In order to qualify for a higher step on the schedule, an employee must work a minimum of 2/3 of the working days, as of July 1, of the annual time schedule in the position in which the person is employed.

**8.076** Employees working on a half-time basis, must work two years to gain one full year's increment on the salary schedule.

**8.077** Increment adjustments shall be made on an annual basis; adjustments shall be made beginning with the first full payroll period following July 1st of each year.

**8.078** Any regular employee who is working in a position below her/his regular pay range shall be paid her/his regular rate.

**8.079** Any employee assigned to work as a substitute in a higher pay range position shall be paid during the period of such assignment at the rate for the higher paid position.

**8.08 Additional Training:**

**8.081** Clerical employees with a bachelor's degree in a job-related field will receive additional pay of seventy-six cents (76¢) per hour. Clerical employees with an associate degree in a job-related field will receive additional pay of forty-nine cents (49¢) per hour.

**8.082** When such associate or bachelor's degree is attained, an official transcript should be forwarded to the Office of Human Resources. It shall be the responsibility of the employee to notify the employer of the attainment of a degree.

**8.083** The effective date of the adjustment to the employee's hourly rate will be July 1 or the first day of the second semester of school.

**8.084** In addition to 8.081, any employee whose position requires her/him to meet the definition of "highly qualified" as mandated by the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 et seq. (2002) and who is identified as being "highly qualified" by the Ohio Department of Education shall have a twenty-seven cents (27¢) per hour increase in pay from the applicable current salary schedule. Said increase shall be effective when the employee is identified as being "highly qualified" and shall continue thereafter, provided the employee remains in a position requiring the "highly qualified" status. The twenty-seven cent (27¢) increase shall not apply to an employee who is eligible for the additional pay under 8.081.

**8.09 "Pickup" of Retirement Contributions/Salary Reduction Method:**

**8.091 Retirement Contributions:** The Board agrees to implement the SERS "pick-up" of retirement contributions/salary reduction method to the State Employees Retirement System paid upon behalf of the members in the bargaining unit, at no cost to the Board, under the following terms and conditions.

The amount to be "picked-up" on behalf of each bargaining unit member shall be the mandatory contribution of the bargaining unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up (deferred)" by the Board for the purpose of State and Federal tax only.

Each bargaining unit member will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as the law requires.

**8.10 Authorized Payroll Deductions:**

**8.101** The Board shall provide for payroll deductions authorized by the employee for the following: dues or service fees to professional organizations (NEA, OEA, NEOEA, WSA), U.S. savings bonds, Fund for Children and Public Education, tax sheltered annuities, authorized Employees Credit Union, United Way, and cancer insurance. Authorized deductions for U.S. savings bonds must be in divisible multiples which will from time to time equal the cost of the denomination of the bond authorized to be purchased. Authorization by the employee for payroll deductions approved herein must be in writing, on the proper forms, and delivered to the Treasurer's Office at least seven (7) calendar days prior to the applicable pay ending date.

**8.102** New annuity carriers must have a minimum of thirty (30) district wide clients registered for their annuity product(s) in order to qualify for the payroll deduction program described in Section 8.101.

**8.103** A program of direct deposit of payroll checks to Board of Education authorized banks is available and is mandatory for all newly hired employees. A newly hired employee's request for direct payroll deposit shall be on proper forms, submitted at least seven (7) calendar days prior

to their first pay date. Any changes to the banking establishment receiving the deposits approved herein shall also be in writing and presented at least seven (7) calendar days prior to the applicable change date. All funds will be timely deposited so as to have accessibility to the funds on the pay date.

**8.11 Retirement/Resignation Incentive:** This shall be known as the Retirement/Resignation Incentive Program of 2010 (Program). The Program shall be offered in any year of the Agreement that a reduction in force is anticipated by management. If the Program is to be offered during year two (2) and/or year three (3) of the Agreement, the Board will notify employee's, in writing, no later than May 1<sup>st</sup> of each year the Program is to be offered.

**8.111** An employee shall be entitled to a retirement/resignation incentive of ten thousand dollars (\$10,000.00) if she/he meets the requirements of this section and retires/resigns no later than January 1<sup>st</sup> of the year following written notification from the Board the Program is being offered. The number of retirement/resignation incentives available shall be limited to the number of positions reduced for the year following written notification from the Board the Program is being offered. At the option of the Board, the number of retirement/resignation incentives available may be increased beyond the number of reductions in a given year, provided those employee's selected for the available incentives are selected based upon seniority.

**8.112 Qualification Requirements:** The employee must:

**8.1121** Be under contract at the time of the application, and

**8.1122** Have completed a minimum of ten (10) years of consecutive service in the Warren City School District, and

**8.1123** Have submitted an irrevocable letter of resignation by the application deadline of August 1<sup>st</sup> of the year in which the Program is being offered. The irrevocable letter of resignation shall be rescinded by the Board if the incentive is not made available to the employee due to the limitations stated in Section 8.111 of the Agreement.

**8.113** The most senior qualified applicants will be selected for the Program, based upon the number of incentives available for that school year. Payment of the incentive shall be made to the employee on the first pay date of January in the year following her/his acceptance into the Program.

**8.114 Implementation:**

**8.1141** A currently displaced bargaining unit member for the 2009-2010 school year shall have bumping rights, as per the Agreement, to the pay range from which she/he was displaced before any position is offered as a vacancy.

**8.1142** After completion of the process identified in Section 8.1141 above, any employee who is displaced from their pay range for the 2010-2011 school year shall have bumping rights, as per the Agreement, to the pay range from which she/he was displaced before any position is offered as a vacancy.

**8.1143** After completion of the process identified in Sections 8.1141 and 8.1142 above, all positions vacated as a result of Program shall be posted and filled in accordance with the provisions of the Agreement (except as identified in Section 8.1147 below).

**8.1144** An employee not assigned to a permanent position as a result of the Program shall be assigned to work at the discretion of the Superintendent, or designee, until the transition to her/his new position is completed.

**8.1145** An employee awarded a new position as a result of the Program will remain in her/his current position/pay range/days worked until the new position has been vacated.

**8.1146** An employee involved in the transition will remain in her/his pay range/days worked until the transition process is completed for her/him.

**8.1147** A scenario cannot occur through the bidding process that would cause an employee retrogressed

to a lower pay range to remain in the lower pay range while another employee from a lower pay range is awarded a position to a higher pay range.

#### **ARTICLE IX - EFFECTS OF AGREEMENT**

**9.01 Equal Opportunity:** The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. In so doing, the Board will depend heavily on the full and effective utilization of qualified persons regardless of race, color, age, sex, religion, creed, handicap, national origin, political affiliation, marital status, beliefs, or other prejudicial restrictions. Furthermore, it is the Board's moral and legal obligation to ensure that all applicants are considered for employment without regard to the aforementioned prejudicial restrictions. Likewise there shall be no discrimination against any incumbent bargaining unit member based upon any of these prejudicial limitations.

**9.02 Conflict with Law:** If any provision of this document or any application of the provisions of the document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O. R. C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law, application, or agreement) shall be inoperative but the remaining provisions hereof shall remain intact.

**9.03 Maintenance of Standards:** The Board shall maintain all terms, conditions and benefits of employment provided for in this contract at not less than the level in effect as of its effective date.

**9.04 Entire Agreement Clause:** This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**9.05 Agreement in Writing:**

**9.051** Upon completion of this Contract, it shall be printed in booklet form with the Association paying twenty-five percent (25%) of the cost and Board paying the balance. Copies shall be distributed by the Association to bargaining unit members and by the Superintendent to the Board and administration.

The Association shall be entitled to one copy for each member of the bargaining unit plus an additional fifty (50) copies. Members of the Board shall each be entitled to a copy, and the Superintendent shall be entitled to fifty (50) copies.

**9.052** If any portion of this Contract is ruled invalid for any reason, the remainder of the Contract shall remain in full force and effect.

**9.053** This Contract may not be modified in whole or in part by the parties except by an instrument in writing fully executed by both parties.

**9.054** It is expressly agreed by and between the parties that any matter not covered by this Contract shall be the sole responsibility of the Board of Education except those matters mandated as negotiable during the term of an agreement by Ohio Revised Code Chapter 4117.

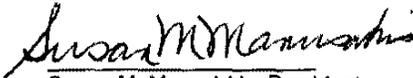
**9.06** **Appendices:** Wages, hours, fringe benefits and working conditions contained in Appendix form shall be attached hereto and made a part of this Agreement and shall be negotiated in conformance with the dates listed and with the procedures outlined in this Agreement.

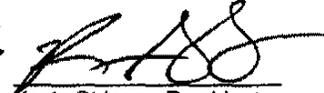
**9.07** **Duration:** This Agreement shall become effective at 12:01 a.m. on June 30, 2011 and continue in full force and effect until 12:00 midnight on June 29, 2014 and shall not be subject to revision or alteration except as provided herein.

This Agreement between the Parties is entered into on JUNE 20, 2011, and attested to by representatives whose signatures appear below:

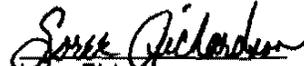
**FOR THE ASSOCIATION**

**FOR THE BOARD**

  
Susan M. Manuskis, President

  
Kevin Stringer, President

  
Victor Marchese  
OEANEA Labor Relations Consultant

  
Loree Richardson  
Interim Superintendent

**SALARY TABLE E - OFFICE EMPLOYEES  
ALLOCATION OF POSITIONS  
TO CLASSIFICATION AND TIME**

<u>PAY RANGE V</u>	<u>Weeks</u>	<u>Days</u>	<u>Hours</u>
(Not filled) Certification Secretary - Office of Human Resources and Superintendent's Office	52	1	37.5
(Not filled) Data Processing Machines Operator	52	1	37.5
Disbursement Clerk	52	1	37.5
Order Clerk	52	1	37.5
Payroll Clerk	52	1	37.5
Report Clerk	52	1	37.5
Secretary - Supervisor of Interscholastic Athletics	52	1	37.5
Secretary - Supervisor of State and Federal Programs	52	1	37.5
Secretary - Director of Curriculum and Research	52	1	37.5
Secretary - Director of Student Services and Special Education	52	1	37.5
Secretary A - Senior High School	52	1	37.5
Assistant to Treasurer - Treasurer's office	52	1	37.5
Secretary B - Senior High School	52	1	37.5
Secretary - Director of Technology	52		37.5
Secretary - Department of Attendance and Pupil Accounting	52		37.5
Secretary - K-8 Principal	50-51		37.5
Secretary A - Teaching & Learning	52		37.5
Bookkeeper Clerk	52		37.5
Programmer/Data Processing	52		37.5
Secretary II - Office of Student & Community Services	52		37.5
Secretary I - Office of Student & Community Services	52		37.5
Secretary B - Teaching & Learning	52		37.5
Secretary - Ex Director of Research, Technology, & Federal Programs	52		37.5
Secretary C - Teaching & Learning	52		37.5
Clerk Stenographer	52		37.5
Secretary - Professional Dev, Gifted/Talented, Substitute Teaching Call	52		37.5
Secretary - Maintenance	52		37.5

APPENDIX A

**PAY RANGE IV**

	<u>Weeks</u>	<u>Days</u>	<u>Hours</u>
(Not filled) Clerk-Stenographer - Personnel Office	52	1	37.5
Secretary - Elementary School	42	4	35
Secretary A - Middle School	42	4	35
Secretary - Professional Development and Human Resources	52		37.5
Clerical Assistant - Manager Administrative Outreach, Student Intervention/ Prevention Programs	52		37.5
Secretary - Communications Supervisor Clerk-Typist, Director of Student Services and Special Education,	52		37.5
WWR Professional Center	52		37.5
Secretary Transportation Center	52	1	37.5
Clerical Assistant - Human Resources	52		37.5
Secretary - K-2 Pod	42	4	37.5
Secretary - 3-5 Pod	42	4	37.5
Secretary - 6-8 Pod	42	4	37.5
Clerical Assistant - Community Outreach	52		37.5
Secretary - Speech/Lang/Path/Psychologist	52		37.5
Duplicating Machines Operator and Mail Clerk	52	1	37.5

**PAY RANGE III**

	<u>Weeks</u>	<u>Days</u>	<u>Hours</u>
Clerk Stenographer - Food Service	42	4	37.5
Clerk Stenographer - Special Education Supervisors, Speech & Hearing & Health Services Personnel	40	4	37.5
Secretary, Alternative School	44	4	37.5
Secretary - School Psychologists and Office of Student Services and Special Education	44	4	37.5
Clerk Stenographer - Curriculum & Research/Special Education	52	1	37.5
Clerk Stenographer - Special Programs	52		37.5
Secretary C - Senior High School	42	4	37.5
Attendance Office Clerk	52		37.5
Clerk Typist - Guidance Counselors	42		37.5
Secretary - Transportation	52		37.5
Ticket Office Clerk - High School	44	4	37.5
Secretary - Guidance Dept - High School	42	4	37.5

**PAY RANGE II**

	<u>Weeks</u>	<u>Days</u>	<u>Hours</u>
(Not filled) Assistant Order Clerk	52	1	37.5
Clerk Typist - General	52	1	37.5

APPENDIX A

Receptionist and Telephone Operator	52	1	37.5
Secretary B - Middle School	42	4	35
Secretary D - High School	42	4	37.5
Secretary E - High School	42	4	37.5

**PAY RANGE I**

	<u>Weeks</u>	<u>Days</u>	<u>Hours</u>
Clerk - Attendance/Records - Senior High School	40	4	37.5
Instructional Media Center Materials Clerk (IMC) Middle School	40	4	35
(Not filled) Instructional Media Center Materials Clerk (IMC) Middle School	40	4	20
(Not filled) Materials Center Clerk - Special Programs	40	4	20
Media Center Clerk (MCC) Elementary School	40	4	35
Textbook Clerk - Auxiliary Services (hours as contracted)	40	4	35
(Not filled) Extra Clerk Typist - Permanent As scheduled			
(Not filled) Clerical Intervention Assistants (C.I.A.) (Special Programs)	40	4	35
Resource Specialist/Clerical	40		35
Library Media Clerk	40		37.5
Building Clerks - K-8 Schools	40	4	35.0
Clerk - Auxiliary Services	40	4	35.0
Media Clerk - High School	40	4	37.5
Receptionist - High School	52		37.5

WARREN CITY SCHOOL DISTRICT  
and  
WARREN SECRETARIAL ASSOCIATION

**GRIEVANCE FORM**

STEP: \_\_\_\_\_  
NAME OF GRIEVANT: \_\_\_\_\_  
SCHOOL: \_\_\_\_\_  
ASSIGNMENT: \_\_\_\_\_  
DATE GRIEVANCE OCCURRED: \_\_\_\_\_  
REASON GRIEVANCE IS AT THIS STEP (if applicable): \_\_\_\_\_

A. STATEMENT OF GRIEVANCE, INCLUDING THE  
ARTICLE/SECTION(S) VIOLATED, MISINTERPRETED, OR  
MISAPPLIED:

B. RELIEF SOUGHT:

\_\_\_\_\_  
Signature of Grievant or  
WSA Representative

\_\_\_\_\_  
Date

Warren City Schools  
Warren, Ohio

**EMPLOYEE INFORMATION CHANGE FORM**

When an employee changes his/her name, address or other identification data, this form **must be** completed and returned to the PERSONNEL OFFICE.

**Old**

NAME: \_\_\_\_\_ S.S.#: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
POSITION: \_\_\_\_\_ BUILDING: \_\_\_\_\_

**NEW**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
POSITION: \_\_\_\_\_ BUILDING: \_\_\_\_\_  
BIRTH DATE: \_\_\_\_\_ ORIGINAL HIRE DATE (if known): \_\_\_\_\_

EFFECTIVE DATE OF CHANGE: \_\_\_\_\_

This information will be forwarded to:

- Payroll
- Fringe Benefits
- Disbursement Clerk
- Secretary-Professional Development
- Personnel File
- Mailing Labels
- Principal/Department Supervisor

**It is the employee's responsibility to contact the retirement system (STRS or SERS).**

9/03

Warren City Schools  
**TUITION REIMBURSEMENT**

Tuition Reimbursement can only be requested for the current school year and only during the current school year.

In accordance with master contracts:

1. The Board shall reimburse teachers/employees for the costs of:
  - a. Credit courses taken in his/her area of certification and/or assignment from an accredited university
  - b. Other credit courses taken with prior approval of the superintendent and which directly relate to performance of duties as a teacher/employee in the district.
2. The Employee Benefits Office must receive Tuition Reimbursement Request Forms by May 31 in order to be eligible for reimbursement for the current school year. The maximum total payment per year will be paid per Contract Agreements.
3. Classes must be completed by June 30 in order to be considered for reimbursement for the current school year.
4. Receipt of payment must be submitted. Acceptable forms of receipt of payment include:
  - statement from University detailing payment
  - letter from University detailing payment
  - credit card receipt detailing payment to University
5. Evidence of satisfactory of completion of course must be submitted. Acceptable forms of completion include:
  - copy of grade care
  - copy of transcript

**TO BE COMPLETED BY EMPLOYEE AND SENT TO EMPLOYEE BENEFITS OFFICE**

NAME \_\_\_\_\_ S.S.# \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY / STATE/ ZIP \_\_\_\_\_ HOME PHONE \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

TITLE OF COURSE \_\_\_\_\_

COLLEGE / UNIVERSITY \_\_\_\_\_ DATES of COURSE   /  /   --   /  /    
month/day/year (beginning) (ending)

Dates of Course (Beginning): \_\_\_\_\_ (Ending): \_\_\_\_\_

REASON FOR TAKING COURSE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

----- TO BE COMPLETED BY EMPLOYEE BENEFITS OFFICE -----

COURSE APPROVED \_\_\_\_\_ DATE OF BOARD APPROVAL \_\_\_\_\_

NOT APPROVED \_\_\_\_\_ INITIAL \_\_\_\_\_

AMOUNT OF PAYMENT: \$ \_\_\_\_\_ School Year \_\_\_\_\_

**EMPLOYEE ABSENCE REQUEST Warren City Schools . . . Warren, Ohio**

Please TYPE all necessary information on this form.

Name of Employee \_\_\_\_\_ Building \_\_\_\_\_ Date \_\_\_\_\_

The building principal and department supervisor/director are to make the decision to recommend approval or disapproval of this request in accordance with the Rules and Regulations of the Board of Education, Warren City School District, for the period and reason indicated below. FORM MUST BE SENT TO FRINGE BENEFITS OFFICE PRIOR TO THE DATE OF ABSENCE.

Period: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

No. of days to be Absent: Work Days \_\_\_\_\_ Non-Work Days \_\_\_\_\_ Total Days \_\_\_\_\_

If Personal Leave, number of Personal Leave days used this school year \_\_\_\_\_

**PERSONAL LEAVE:**

- Personal Leave - UNRESTRICTED
- Personal Leave - RESTRICTED; must give reason: \_\_\_\_\_
- JURY DUTY
- RELIGIOUS HOLIDAY LEAVE; indicate holiday: \_\_\_\_\_
- SALARY DEDUCTED LEAVE; must give reason: \_\_\_\_\_
- PROFESSIONAL LEAVE; must give reason: \_\_\_\_\_
- SCHOOL BUSINESS LEAVE; must give reason: \_\_\_\_\_
- ASSOCIATION LEAVE; must give reason: \_\_\_\_\_
- OTHER, must give reason: \_\_\_\_\_

	NO	YES	EST. COST	
Substitute Requested .....	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	From What Fund? _____
Mileage or Fares .....	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	From What Project? _____
Registration .....	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	
Meals .....	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	
Lodging .....	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	
Other (explain) .....	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	
<b>TOTAL</b>			\$ _____	Date _____ Signature of Employee _____

Request Recommended for Approval **NO** **YES**  
 by Principal .....   \_\_\_\_\_  
 Date \_\_\_\_\_ Signature of Principal \_\_\_\_\_

Request Recommended for Approval  
 by Department Supervisor/Director   \_\_\_\_\_  
 Date \_\_\_\_\_ Signature of Supervisor / Director \_\_\_\_\_

Comments by Principal/Department Supervisor/Director: \_\_\_\_\_

**EMPLOYEE ABSENCE AUTHORIZATION**

- To be completed by Superintendent of Schools:
- Absence Granted / Expenses Authorized .....
  - Absence Granted / Expenses Not Authorized .....
  - Absence Granted but with deduction from salary .....
  - Absence Denied .....

Remarks: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Superintendent's Signature \_\_\_\_\_

**WARREN CITY SCHOOLS  
COMPENSATORY TIME IN LIEU OF OVERTIME FORM**

This form is to be utilized when **PART 1** Comp time is earned for overtime worked **OR PART 2** Comp time is used. Comp time is earned at regular time up to 40 hours and one and one half hours for each hour of overtime worked. All information should be completed in **PART 1** Earned **OR PART 2** Taken, when applicable. All information on this sheet must be reflected on the corresponding time sheet for payroll and a copy of this form must be submitted with the payroll. Comp time is to be tracked in the department it is earned and reported to payroll only for time off reporting requirements.

**PART 1 - TO BE FILLED OUT WHEN COMP TIME IS EARNED**

Compensatory Time Approval

Requested By: \_\_\_\_\_ Date Requested: \_\_\_\_\_  
Employee

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Supervisor / Principal

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Executive Director

<u>Dates Worked</u>	<u>Hours Worked</u>	<u>Multiply by 1.5</u>	
_____	_____	_____	
_____	_____	_____	<b>Beginning Balance</b> _____
_____	_____	_____	<b>Total Comp Earned (+)</b> _____
_____	_____	_____	<b>Ending Balance</b> _____

**PART 2 - TO BE FILLED OUT WHEN COMP TIME IS TAKEN**

Requested By: \_\_\_\_\_ Date Requested: \_\_\_\_\_  
Employee

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Supervisor / Principal

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Executive Director

<u>Dates Used</u>	<u>Hours Used</u>	
_____	_____	
_____	_____	<b>Current Balance</b> _____
_____	_____	<b>Comp Time Taken (-)</b> _____
_____	_____	<b>Ending Balance</b> _____

WSA 6.032 There is a maximum accumulation of ten (10) banked hours on a rolling basis. Comp time must be used within sixty (60) calendar days of the date the compensatory time was earned.

11/2/2004

Warren City Schools  
Warren, Ohio

**STATEMENT FOR USE OF SICK LEAVE**

This form must be completed by everyone receiving sick leave pay. If the employee returns to work during a pay period that sick leave was used, this form must be sent in with the time sheet at the end of the pay period. Paychecks will be held when forms are not in the payroll office by the pay ending date of the pay period after the pay period sick leave has been used.

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_  
Dept. or School Assigned \_\_\_\_\_ No. of Days Requested \_\_\_\_\_  
Employee's Job Classification \_\_\_\_\_

\*\*\*\*\*

**STATEMENT**

The undersigned says that he/she is hereby making a statement to justify the use of sick leave as provided in Section 3319.141, Revised Code of Ohio, and that the use of such sick leave is justified for the following reason:

- 1. Personal Illness
- 2. Illness or Injury
- 3. Personal Injury
- 4. Death in Immediate Family

I hereby request \_\_\_\_\_ day(s) of sick leave beginning \_\_\_\_\_  
(A.M. or P.M.), 20\_\_\_\_, and ending \_\_\_\_\_ (A.M. or P.M.), 20\_\_\_\_.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Approval of Supervisor or Principal

\*\*\*\*\*

**(Complete if Medical Attention was Required)**

During the illness of above, the following-named physician was consulted:

\_\_\_\_\_  
Date(s) Consulted

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Address of Physician

Warren City Schools  
Warren, Ohio

VACATION REQUEST

To the Members of the Staff:

Full-time school employees, including full-time hourly rated and per diem employees, after completing service during a period as below enumerated, shall be granted vacations with pay as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
0 - 1	None
1 - 8 inclusive	2 annually
After 8 - 12	3 annually
After 12 or more	4 annually

All vacation days should be used during a calendar year (January 1 - December 31). Except as provided in the negotiated Agreement(s), vacation shall not be cumulative and shall be arranged in such a manner that no substitute shall be required. The appropriate time for the vacations should reflect consideration for both the operation of the school or department and the needs of the personnel submitting the request. Immediate supervisors should be given a notice of one week for vacations of less than a week and a notice of two weeks for vacations in excess of a week.

-Superintendent of Schools

\*\*\*\*\*

NAME \_\_\_\_\_ Vacation Credit: 2 weeks; 3 weeks; 4 weeks

- NOTE: (a) Be sure to indicate the day and the date you begin and finish your vacation. Holidays should not be counted as vacation days.  
 (b) A week is considered to be Monday to Friday both inclusive.  
 (c) All vacation requests are to be sent to Personnel Office after approval by the department head.

DESIRED VACATION TIME

Beginning: (1) Day of Week \_\_\_\_\_ Date \_\_\_\_\_ (2) Day of Week \_\_\_\_\_ Date \_\_\_\_\_ (3) Day of Week \_\_\_\_\_ Date \_\_\_\_\_  
 Ending: \_\_\_\_\_

Number of days requested \_\_\_\_\_ (this form)  
 Number of days remaining \_\_\_\_\_ (after above request)

Date of Request \_\_\_\_\_ Signature of Employee \_\_\_\_\_  
 \*\*\*\*\*

Department will be adequately staffed during the requested vacation period.

\_\_\_\_\_ yes \_\_\_\_\_ no

\_\_\_\_\_  
 Signature of Supervisor

\*\*\*\*\*

Authorization Date \_\_\_\_\_ Director of Personnel \_\_\_\_\_

Warren City Schools  
Warren, Ohio

VACATION CHANGE REQUEST

Name \_\_\_\_\_ Date \_\_\_\_\_

Change Requested:

From:	Day of Week	To:	Date	Day of Week	Date
Beginning	_____	Beginning	_____	_____	_____
Ending	_____	Ending	_____	_____	_____

From:	Day of Week	To:	Date	Day of Week	Date
Beginning	_____	Beginning	_____	_____	_____
Ending	_____	Ending	_____	_____	_____

Reason for Change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Approved by: \_\_\_\_\_  
Supervisor, etc.

Approved by: \_\_\_\_\_  
Director of Personnel

**Clarification of Bumping Rights**

1. All employees affected by a reduction and who have bumping rights will bump within the same pay range irrespective to the number of work weeks, provided such an opportunity exists. Such an opportunity is considered to exist if:
  - a. A position within the same pay range is vacant and the Board intends to fill it; or
  - b. A position within the same pay range was vacated and subsequently filled per Section 6.052 of the Agreement; or
  - c. The employee affected by the reduction has more seniority than another employee(s) holding a position within the same pay range. In this instance, the affected employee will bump the least senior such employee.
2. In the event that more than one (1) employee within the same pay range are affected by a reduction, said group of employees will be ranked in order of seniority (most senior to least senior) and afforded the opportunity to select a position as follows:
  - a. from any available vacated position(s) within the same pay range; or
  - b. from any position(s) within the same pay range vacated and subsequently filled per Section 6.052 of the Agreement; or
  - c. from any position(s) within the same pay range currently held by the least senior employee or group of least senior employees (must have less seniority than the employee exercising her/his bumping rights) within the pay range equal in number with the number of employees exercising their bumping rights within the pay range.
3. In the event that one (1) or more employees within the same pay range are affected by a reduction, and the opportunity to bump into a position within her/his pay range is not available per paragraphs # 1 and/or #2 above, they will select a position as follows:
  - a. from any position within the next lower pay range that is currently held by the least senior employee or group of least senior employees (must have less seniority than the employee exercising her/his bumping rights) within the next lower pay range equal in number with the number of employees exercising their bumping rights from the higher pay range.
  - b. from any position within the subsequent lower pay range(s) (in order of retrogression) that is currently held by the least senior employee or group of least senior employees (must have less seniority than the employee exercising her/his bumping rights) within the subsequent lower pay range(s) equal in number with the number of employees exercising their bumping rights from the higher pay range.

Clarification of Recall Rights

1. The reinstatement of an employee who has been reduced in pay range through a reduction in force to her/his original pay range shall be governed by the seniority of the employees eligible for reinstatement, and the pay range in which the vacancy exists.
2. Should a vacancy occur while there are employees eligible for reinstatement to her/his original pay range and said vacancy is in a pay range that does not permit the most senior eligible employee to be reinstated to her/his original pay range, the following protocol shall be implemented:
  - a. The most senior employee eligible for reinstatement to her/his original pay range shall be afforded the opportunity to accept or reject a transfer to the vacancy, provided said vacancy is in a pay range that is higher than her/his current assignment but less than her/his original pay range. Acceptance or rejection shall not cause an employee to forfeit her/his right to be offered the opportunity to be returned to her/his original pay range should a vacancy occur within her/his eligible period.
  - b. In the event that the most senior eligible employee rejects the transfer, the next most senior employee eligible for reinstatement to her/his original pay range shall be afforded the opportunity to accept or reject a transfer to the vacancy, provided said vacancy is in a pay range that is higher than her/his current assignment but less than her/his original pay range. This opportunity shall be afforded to eligible employees in descending order of seniority until the vacancy is filled or until all employees eligible for reinstatement to her/his original pay range have rejected the transfer. Acceptance or rejection shall not cause an employee to forfeit her/his right to be offered the opportunity to be returned to her/his original pay range should a vacancy occur within her/his eligible period.
  - c. No employee eligible for reinstatement to her/his original pay range shall be offered the opportunity to move into a higher pay range than the pay range from which she/he was originally reduced.
  - d. This protocol shall continue with each vacancy that may occur until:
    - (1) All employees eligible for reinstatement to her/his original pay range have been offered the opportunity to be reinstated, or;

Clarification of Recall Rights

(2) All employees eligible for reinstatement to her/his original pay range have exhausted her/his eligible period for reinstatement.

3. If there are bargaining unit members eligible for recall from lay off status and all employees eligible for reinstatement to her/his original position reject a transfer to a vacant position per item 2 above, or if the vacancy is in a pay range that is higher than that to which any of the employees are awaiting reinstatement, the following protocol shall be followed:
  - a. Said vacancy shall be posted for current bargaining unit members only for a period of five (5) work days, and shall be filled according to Section 6.05 of the Agreement.
  - b. If the vacancy is filled as a result of the internal posting, the subsequent vacancy shall be filled according to the applicable protocols identified in item 2 or item 3 of this Memorandum.
  - c. In the event that there is not a qualified internal applicant for the vacancy, the position shall be filled by the most senior bargaining unit member on the recall list, provided she/he possesses the advertised qualifications and skills for the job.
  - d. In the event that there is not a qualified internal applicant and no one on the recall list possesses the advertised qualification and skills for the job, the vacancy may be filled from outside of the bargaining unit.