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STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT

BETWEEN THE

WILLOUGHBY-EASTLAKE BOARD OF EDUCATION

2011 MAR -2 A 11: 50

AND THE

WILLOUGHBY-EASTLAKE CLASSIFIED PROFESSIONALS

2010-2012

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ARTICLE I - RECOGNITION

- A. **RECOGNITION** - The Willoughby-Eastlake City School Board of Education, hereinafter called the "Board" or "Employer", recognizes the Willoughby-Eastlake Classified Professionals, hereinafter called the "Association", an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), as the sole and exclusive representative of the bargaining unit. Such recognition shall be in effect unless the bargaining representative is decertified or a competing organization is selected to represent the bargaining unit, as provided for by law. WECP and 6 are free, provided Chapter 4117 is followed, to create an umbrella organization if they desire. However, the Board's recognition, in this and the WETA Agreement, is of those entities as the bargaining representative, and not WEUP. Further, the privileges extended to the President of the Association under this agreement are just those, extended to the President of the Association and not the President of WEUP.
- B. **BARGAINING UNIT DEFINED** - The bargaining unit shall include all contracted full-time and regular short-hour (part-time) employees in the following positions and all similar positions:

Secretaries	Clerical Assistants
Educational Assistants	Orthopedic Aides/Attendants
Library Assistant	
Payroll Secretaries	Switchboard Operators/Receptionists
Pre-School Asst. Instructors	Social Worker (Family Liaison)
Pre-School Instructors	Computer Systems Operators
Computer Programmers	Industrial Training Project Assistants
State/Fed. Bookkeeper	Accounts Payable Bookkeeper
Health Aides (when W-E employed)	Computer Programmer Analysts
General Bookkeeper	Systems Technician
Activities Bookkeeper	Information Systems Specialist
Executive Office Assistants	Insurance Coordinator
Computer Technician	

For purposes of this Agreement, a "regular position" is a bargaining unit position. A "temporary position" is one to be filled for not more than 45 consecutive workdays.

A temporary position may be filled by a member of the bargaining unit who has completed the probationary period set out in Article XIII(B). In that event, the position held by the member immediately before assuming the temporary position shall be filled by a substitute. At the conclusion of the temporary position, the member shall return to the position she/he held prior to filling the temporary position assignment. During her/his service in the temporary position, the member shall enjoy all rights of the Board-WECP Agreement, shall be evaluated at least once, and shall accumulate seniority for the period of service in the temporary position.

Subject to the above provisions with respect to one-on-one assistant positions:

1. A "permanent position" is one to be filled for more than 45 consecutive workdays.
2. A temporary position, which is filled for more than 45 consecutive workdays, is to be posted and filled in accordance with Article XIII.

A person filling a temporary position is not entitled to preference in bidding for that position, should it become permanent.

A substitute is a person replacing a WECP member on a contractual leave, serving in a position until the vacancy can be filled in accordance with Article XIII, or replacing a permanent employee who is filling a temporary position.

C. The following positions are excluded from the bargaining unit:

1. Supervisors as defined by O.R.C. 4117, managers as defined by O.R.C. 4117, and confidential employees as defined by O.R.C. 4117. Also excluded are casual substitutes who work no more than thirty (30) consecutive days in the same position. The parties agree that the Certified Personnel Staff Assistant, Transportation Staff Assistant, and the Assistant to the Superintendent shall be excluded.
2. Part-time temporary employees who work less than ten (10) hours per week for no more than twelve (12) weeks, and work-for-hire employees hired on a temporary basis for specific short-term tasks not to exceed thirty (30) days.

D. The Employer and the Association will meet to bargain over the inclusion of any new positions in the bargaining unit. If they fail to resolve the question of inclusion, the parties shall mutually petition the State Employment Relations Board for a unit clarification pursuant to O.A.C. 4117-5.01(E), et seq.

E. **EMPLOYEE RIGHTS** - All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. **SCOPE OF AGREEMENT** - The parties agree to negotiate over wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Contract.
- B. **BARGAINING TEAMS** - Each party shall select its own team members. The size of each team shall be limited to those each deems necessary for negotiations and resource.
- C. **CONSULTANTS** - Either bargaining team may utilize the assistance of consultants at any session to assist in the process. The cost of such consultants shall be borne by the party utilizing such consultants.
- D. **EXCHANGE OF INFORMATION** - Upon request, the Employer and the Association agree to furnish each other with any available information that might be required to intelligently consider any issue that is of concern to either party.
- E. **INITIATION OF NEGOTIATIONS** - If either of the parties desires to negotiate changes in provisions of this contract, it shall notify the other party in writing not earlier than one hundred eighty (180) days and not later than sixty (60) days before the expiration of this Contract. Notification in writing shall be from designated agent to designated agent. A copy of such notice shall be sent to SERB and to the Association President on the proper form by the initiator.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of permitting both parties to submit in writing all of its proposals for negotiations. No party shall submit additional items for negotiations after this initial submission except by mutual agreement.

Each proposal submitted by either party shall be in desired final contract language so that without clarification or supplementation, the proposal, if agreed to by the other party, could be incorporated into the Contract.

These procedures may be altered by mutual agreement between the parties.

- F. **BARGAINING IN EXECUTIVE SESSION** - All bargaining sessions shall be in executive sessions, meaning that only members of the bargaining teams, consultants as provided for in this procedure, and such others as may be mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

The initial session and all subsequent sessions shall not adjourn until a mutually agreed time, place, and date have been established for the next bargaining session. If the mutually agreed upon time is during regularly scheduled work hours, then the parties shall be released without loss of pay.

- G. **TENTATIVE AGREEMENT** - As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson for each team. This shall denote tentative agreement only.

When tentative agreement has been reached on the entire Contract, the total tentative agreement shall be reduced to writing, signed by the spokespersons, and submitted to the association membership for ratification within fourteen (14) calendar days from the date of final tentative agreement on all items. The Employer shall act on the Contract by its next regularly scheduled Board meeting. In the event that either party fails to act upon the tentative agreement and the other party does not reject it by the next regularly scheduled Board meeting, the Contract shall be deemed approved and will be the final and binding agreement between the parties. The Employer shall timely serve a copy of the signed agreement with SERB.

- H. **DISPUTE SETTLEMENT PROCEDURE** - If an agreement is not reached the parties shall seek the use of a mediator from the Federal Mediation and Conciliation Service (FMCS) or the Bureau of Mediation if the services of FMCS are not available. If the parties have not reached agreement twenty (20) days prior to the expiration date of this agreement, they shall contact FMCS or the Bureau of Mediation to arrange for the assignment of a mediator.

The parties shall continue mediation until agreement is reached on all issues; provided, however, that upon the expiration of the collective bargaining Contract, the Association retains the right to strike in accordance with Chapter 4117, and provided further that the parties at any time may mutually agree to any other alternative dispute resolution procedure.

When this agreement calls for specific reopeners (e.g., salary, fringe benefits, etc.) the parties shall utilize the dispute resolution procedures set forth in O.R.C. 4117.14, unless they agree otherwise.

ARTICLE III - GRIEVANCE PROCEDURE

A. **PURPOSE** - The purpose of this procedure is to resolve the grievances at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

B. **DEFINITIONS**

1. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Contract.
2. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.
3. "Grievant" shall mean the Association or the affected employee(s) initiating a grievance; however, no member may file on behalf of another member who refuses to sign.
4. "Appropriate supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
5. "Days" shall mean working days of the party obligated to act (inclusive of the administration and any designated Association representative), with the exception of the time line for the initial filing of grievances. Within five (5) working days of the filing, any party who will be absent for an extended period of time during the processing of the grievance, shall give notice of the need for extensions during the grievance procedure and the anticipated dates of absence.

C. **UNFAIR TREATMENT PROCEDURE** - Whenever an employee has a complaint against another employee or administrator that does not involve a violation/misapplication of a specific term of this agreement, and the employee wishes to reach a resolution of said complaint, the employee shall first attempt to resolve this complaint with the other employee or administrator that is the source of the complaint. When the complaint involves an administrator, the employee may bring an Association representative from the Association membership.

If the employee or administrator believes that the complaint is not resolved, either may request the intervention and assistance of the WECP/Board Labor/Management Committee by contacting the President or his/her designee. By mutual agreement, the employee and administrator may bypass the LMC and seek third party assistance.

After at least one meeting, if the LMC or employee or administrator believes that third party assistance is needed, the LMC, employee, or administrator may seek third party assistance by notifying either the Superintendent or Labor Relations Consultant.

The third party shall be the Superintendent or his/her designee and the OEA Labor Relations Consultant or his/her designee. By mutual agreement, they may select and utilize an outside labor/management consultant.

When the administrator is the Treasurer, the Superintendent or designee and OEA Labor Relations Consultant shall select and utilize an outside labor/management consultant.

This complaint resolution procedure shall be confidential, non-appealable, and without written record--unless the resolution itself involves written commitments between the affected parties. This procedure is separate and distinct from the Grievance Procedure and is for the exclusive purpose of resolving non-contractual complaints and labor/relations problems. The third party has no authority to issue binding decisions. It shall function as a mediator/facilitator.

When the complaint or problem is more appropriately resolved by a group process, a labor/management committee shall be used prior to third party intervention.

- D. **RIGHTS OF THE GRIEVANT AND THE ASSOCIATION** - The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. Grievance forms shall be exhibited in the appendix of this Contract, and it shall be the exclusive right of the Association to issue forms to grievants. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure. The Association shall receive copies of all communications in the processing of grievances.
- E. **TIME LIMITS** - The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties. A grievance shall be filed within thirty (30) days of the action giving rise to the grievance or the time the grievant should have been aware of the act, except Association grievances shall be filed within sixty (60) days. Failure of the hearing officer to comply with the time lines shall result in the elevation of the grievance to the next step of the grievance procedure.
- F. **GRIEVANCE PROCEDURE** - All grievance meetings shall be held in Executive Session. Save for final resolution documents, all grievance documents shall be kept confidential by the participants. All grievance documents but the final resolution of the grievance shall become the property of and be retained by WECP. The names of the grievant(s) (if individual employees are grievants) shall be redacted from all grievance documents and shall not be included in the final resolution.
 - 1. **INFORMAL STEP** - When an employee becomes aware of an act on which the grievance is to be based, the employee and the Association representative may discuss the grievance with the appropriate supervisor. There should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, or in the event the informal step is not utilized, the Association may, within thirty (30) days of the

act giving rise to the grievance or the time the grievant should have been aware of the act file a written grievance with the supervisor. Written grievances initiated by the Association may be filed within sixty (60) days of the action giving rise to the grievance or the time the Association should have been aware of the act.

2. **STEP ONE** - Within five (5) days of receipt of the grievance, the administrator shall arrange a hearing with the designated Association representative, if one has been designated, or the grievant if not, and hold the hearing with the representative and grievant within ten (10) days of receipt absent a mutually agreed extension. Either party may waive the presence of the grievant if only contractual arguments are involved. The Association, grievant, and Employer may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the hearing, the immediate supervisor shall forward his/her written response to the Association and the grievant with reasons if denied.

If the Association and the grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two.

3. **STEP TWO** - Within twenty (20) days of receipt of the Step One response, the Association and the grievant may file a written form to proceed to Step Two. Within seven (7) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One. (If the Treasurer is the Step One hearing officer, the Board of Education shall act as the Step Two hearing officer.)

Within ten (10) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and the grievant with reasons, if denied.

4. **STEP THREE** - Within fifteen (15) days of receipt of the Step Two response, the Association may notify the Employer of its intent to proceed to arbitration. Submission by the Association to arbitration will be by Demand Arbitration. The Association must file with AAA within twenty (20) days after notice of intent.

G. **SELECTION OF THE ARBITRATOR** - The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association. The parties to this Agreement shall have the right to request a second list of arbitrators, if the first list from AAA is unacceptable to either one of the parties.

H. **AUTHORITY OF THE ARBITRATOR** - The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself

to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association. If the arbitrator finds against the Employer, he/she shall have the authority to order an appropriate remedy. When the arbitrator finds that the grievant was not properly compensated, denied his/her contractual right to earn compensation, if such award is not contrary to law, the arbitrator shall order proper compensation.

I. **COST** - The costs for the arbitrator and the hearing room shall be shared equally by the Employer and the Association.

J. **MISCELLANEOUS**

1. a. All communications regarding grievances shall be reduced to writing and hand-delivered or sent by certified mail. The Employer shall provide the Association with copies of all communications c/o the UniServ office.
- b. Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor's office.
- c. Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.
2. Meetings and hearings held under this procedure shall be conducted at a time and place which is mutually agreeable to the parties. All parties at interest and witnesses shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. Witnesses shall be released from duties for the time they are required to be at the hearing and for reasonable travel time.
3. Upon request, either party agrees to furnish its opponent with a list of its witnesses and its documentary evidence. Upon request, either party shall give its opponent copies of specific documents and other available information that might be required to intelligently consider the issue(s).
4. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
5. A grievance may be withdrawn by the Association at any time without prejudice.
6. Grievance forms shall cite specific provisions of the Contract alleged to have been violated, misinterpreted, or misapplied, and shall further indicate the specific relief requested. The Association may amend the grievance forms as to specific provisions of the Contract alleged to have been violated up to such time as the Association files notice of its intent to proceed to arbitration. Failure of grievant to complete the grievance form as required shall be grounds for rejection of grievance. Any new filing for the grievance must be in accord with time lines of this procedure.

ARTICLE IV - ASSOCIATION RIGHTS

The Association shall have the following exclusive rights with regard to the employees listed in Article I:

- A. The Employer will make available facilities of the school district for meeting purposes to the Association. No fees will be charged for such use unless custodial overtime is incurred as part of facility use. Association meetings should not interfere with the performance of the professional duties assigned bargaining unit members.

The Association may have the right to use school-owned facilities and equipment providing that:

1. Such use does not interfere with the normal school functions.
 2. The cost of expendable supplies and repairs for damage caused by misuse of equipment will be the obligation of the Association.
 3. Prior clearance for any such use is first obtained from the building principal, provided that no such request shall be unreasonably denied. Simple copying or faxing does not require prior approval where copying and/or faxing equipment is available.
- B. Duly authorized representatives of the Association and its affiliates may transact Association business on school property any time before, after, or during the regular workday; provided that such business shall not interfere with the assigned duties of a bargaining unit member.
- C. The Employer shall provide bulletin boards in agreed upon areas of each facility for use by the Association, and shall permit use of courier for such Association communications as may be seen as necessary for the administration or execution of the provisions of this Contract, e.g., grievance proceedings, disciplinary hearings, applications for postings, meeting notices and information, and questions to and from the administration regarding Contract interpretation.
- D. To make Association announcements at general staff, building, and total staff meetings at the end of such meetings and use the public address system for Association announcements, in keeping with normal building procedure, subject to prior notice and availability.
- E. The Association President and the UniServ office shall be provided with Board Agendas, approved minutes, and other documents given to Board members except those things confidential in nature and items discussed in executive session at the same time they are mailed to Board members. As the need may arise, the Association shall have the right accorded to other interested parties to address the Board during any period set aside on such agendas for public participation prior to a decision by the Board on any matter in question. The Association may provide notice prior to the Board meeting of its desire to address the Board; such notice shall be provided through the Superintendent.

- F. The Association President shall be provided with one (1) copy of all written Board policies, rules, regulations, and procedures, and any subsequent amendments.
- G. The Board shall provide the Association President with the names, addresses, phone numbers, building assignments, classifications, years of credited prior experience with the Employer, and pay rate of all persons within the bargaining unit, and will update same as new information becomes available or within two (2) weeks of Board actions.
- H. **PAYROLL DEDUCTION** - The Board shall provide at no charge payroll deduction of Association (WECP/OEA/NEA) dues and FCPE contributions.

On or before October 1 of each year, the Association shall provide the Board Treasurer with a list of names of unit members who are to pay dues, along with the annual amount to be deducted for that year, if changed from the previous year. Deductions of dues shall be made in sixteen (16) equal installments beginning with the first pay in October and continuing through the second pay in May.

For a new unit member (i.e., an employee who is not a unit member at the time of the initial dues or fee deduction of any year), whether that employee chooses to become an Association member or service fee payer, the Association shall notify the Treasurer's office of the amount of dues or fees to be deducted for the balance of that contract year. If notification is received within ten (10) days prior to the second pay of a month in which dues or fees are deducted, the deduction shall begin that pay. If not, the deduction will begin the following months.

All dues shall be submitted to the Association Treasurer within five (5) days of payroll dates. The Employer agrees to accompany each fee transmittal with a list of the names of the bargaining unit members for who all such deductions were made, and the amounts deducted for each member.

- I. The Employer shall print the Contract in a professional manner and provide copies of this Contract to each bargaining unit employee plus an additional fifty (50) copies at the overrun cost to the Association.
- J. A total of twelve (12) days of Association leave will be granted each year for the purpose of attendance by duly appointed bargaining unit members at annual conventions or conferences held by the Association. At least forty-eight (48) hours' advance notice of such attendance by any individual will be provided to the Superintendent. In addition to the above, elected delegates to the OEA and NEA Representative Assemblies shall receive automatic approval for attendance but not remuneration of expenses.

The Association President or his/her designee shall be also allowed at least five (5) days per year leave for Association activities which cannot be accomplished outside the regular workday. One day's notice must be provided to the employee's supervisor, and a form for requesting such leave must be completed. A bargaining unit member elected as a state officer shall be granted up to three (3) days per year

to attend state meetings involving the officer's prescribed duties, provided a substitute is available (and needed); forty-eight (48) hours' advance notice of any such meeting must be given to the Superintendent.

Association leave may be deducted on the same basis as that used for personal leave, i.e., in quarter, half, or full day segments for full-time employees; in half or full days for half-time employees.

Association leave may not be used for strikes or strike-related activities.

- K. Whenever an employee has a right to representation, paid release time shall be provided for Association representatives to attend management scheduled or mutually scheduled hearings, meetings, or bargaining sessions. As school business, no approval is required. Such representatives must inform their immediate supervisors as soon as they are made aware of the date and time of the representational activities. If the release of an Association representative creates a work conflict, the administrator who scheduled the hearing/meeting may request that the meeting be rescheduled to another mutually agreeable date and time. However, no employee will be deprived of such representation due to such rescheduling.

L. ASSOCIATION SERVICE (REPRESENTATION) FEE

1. The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a service or agency fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. On or before December 1 of each year, the Association shall provide the Board Treasurer with a list of names of the unit members who are to pay the service fee, along with the amount of the annual fee for that year (which shall not be more than one hundred percent (100%) of the unified dues of the Association), if changed from the previous year. Deduction of fees shall be made in ten (10) equal installments, beginning with the first pay after January 15 and continuing through the second pay in May.
3. For a new unit member (i.e., an employee who is not a unit member at the time of the initial dues or fee deduction of any year), whether that employee chooses to become an Association member or service fee payer, the Association shall notify the Board Treasurer's office of the amount of dues or fees to be deducted for the balance of that contract year. If notification is received within ten (10) days prior to the second pay of a month in which dues or fees are deducted, the deduction shall begin that pay. If not, the deduction will begin the following month.
4. All fees shall be submitted to the Association Treasurer within five (5) days of payroll dates. The Employer agrees to accompany each fee transmittal with a

list of the names of the bargaining unit members for whom all such deductions were made and the amounts deducted for each member.

5. The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the service fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual service fee less the amount previously paid through payroll deduction.
 6. **REBATE PROCEDURE** - The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
 7. **REBATE ENTITLEMENT** - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the service fee pursuant to the internal procedure adopted by the Association.
 8. It shall be the responsibility of the Association to inform all current and newly hired unit members of these provisions. Such information shall indicate that membership in the Association is not required by this provision.
 9. Exemptions of payment of the service fee for religious convictions shall be in accord with Ohio Revised Code 4117.09 (C).
 10. **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
 - a. action brought against the Board must be a direct consequence of the Board's good faith compliance with this service fee provision;
 - b. the Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board;
 - c. the Board agrees to permit the Association to intervene as a party if it so desires and/or not to oppose the Association's application to file briefs amicus curiae in the action.
- M. **REPRISALS** - The Employer shall not discriminate against employees because of membership or nonmembership in the Association or participation in Association activities, and the Association agrees to fairly represent all employees regardless of Association membership.

ARTICLE V - EMPLOYEE RIGHTS

- A. 1. The policies and practices of the Employer and the Association shall be applied without regard to race, color, creed, national origin, sex, handicap, marital status, age, or membership in the Association or its affiliates.
2. No reprisals shall be taken by the Employer or the Association against an employee by reason of his/her utilization of any procedure, right or activity provided for in this Contract or in any existing personnel policy.
3. Nothing herein is intended to prohibit an employee from pursuing a legal remedy in the above discrimination areas.
- B. **WORK RULES** - The Employer retains the right to promulgate reasonable work rules, policies, and directives applicable to employees and not inconsistent with this Contract. Copies of such rules, policies, and directives shall be furnished to the Association President and affected employees prior to the effective date of such rules, policies, and directives. Affected employees may be required to sign an acknowledgment of receipt of such rules, policies, and directives. Work rules that contain any pre-established penalty for non- or insufficient compliance shall be null and void. Further, no work rule may require that an employee incriminate himself/herself nor may it require a waiver of his/her constitutional right against self-incrimination.
- C. Health and safety issues will be discussed at periodic labor/management meetings, including such meetings as the Superintendent's advisory group meetings. Such issues as cannot be resolved by such meetings will be investigated by the administration, which may use the services of professionally trained consultants in developing solutions to issues and problems. In addition, the administration will make every reasonable effort to provide such training and safety protection devices and procedures as may be required for the protection of employees. The administration shall provide the President with a copy of OSHA standards and compliance requirements. Any updates to these standards or requirements sent by OSHA to the administration will be provided to the President.
- Notwithstanding the above, an employee may submit alleged unsafe or unhealthful working conditions to appropriate state or federal agencies.
- D. All district employees can expect to be treated and are expected to treat others with professional respect and courtesy.
- E. Every effort will be made to clean work areas and adjacent access areas before bargaining unit employees return to their assigned workplace.
- F. Any WECP member who experiences an injury on the job and so advises the administrator shall receive an accident/incident report to complete and will be assisted in processing the report by the principal.

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- G. With proper written authorization, the employer agrees to make payroll deductions for one disability insurance provider, with that carrier to be selected by the association President and Treasurer.

ARTICLE VI - WORK YEAR, WORK WEEK, WORKDAY, AND HOURS

A. WORK YEAR

1. The calendar for the school and work year shall be published by March 1 of each year and distributed to all employees. The work calendars shall indicate the first and last days of work for each type of contracted employee as shown in 2, below.

No less than two (2) representatives of WECF shall participate on the calendar committee with representatives of the other bargaining units. The calendar committee shall commence its work during the fall of the year preceding calendar adoption and submit its proposal to the Board before spring break. The calendar is to be adopted by the Board before the spring break.

2. The work year, including paid holidays, paid breaks (if any), and paid vacations, for eleven and twelve month employees shall be as follows:
 - a. Twelve (12) month employees - Two hundred sixty-one (261) days.
 - b. Eleven (11) month employees - Two hundred forty-one (241) days.
3. The length of the work year including paid holidays for school calendar related employees shall be:
 - a. Nine (9) month employees - One hundred ninety- two (192) days (182 workdays plus 10 holidays).
 - b. Nine and one-half (9.5) month employees - Two hundred two (202) days (192* workdays plus 10 holidays).
 - c. Ten (10) month employees - Two hundred ten (210) days (200* workdays plus 10 holidays).
 - d. Ten and one-half (10.5) month employees - Two hundred nineteen (219) days (210 workdays* plus 9 holidays).
 - e. *For those employees whose work year is an extension (either before and/or after) the regular school year, if the first extended workday is a Friday or last extended workday is a Monday, such employee may choose not to work such day and will not receive pay therefore.
4.
 - a. For compensation and work year purposes only, the "employment year" for twelve (12) month employees shall be a twelve month, July 1 through June 30, year.
 - b. For compensation and work year purposes only, the "employment year" for all other employees shall be a twelve (12) month year commencing with the first workday of each school year for each employee.

- c. All other employment year based provisions, e.g., sick leave, personal leave, etc., shall be adjusted on September 1 of each year.
 - d. All work performed contiguous to a new school year shall be paid at the new school year rate. Vacation, sick leave, personal leave, and any other paid leaves shall be paid at the rate in effect at the time taken.
5. At the option of the Board, an employee may be offered an extended contract for any number of days, at the per diem rate for that employee, or at the rate provided by a contract with another bargaining unit, when such position is not included in this unit.
6. Secretaries to principals shall return to work each year thirteen (13) workdays prior to the first scheduled teachers' workday and work the remaining contract workdays after the last teachers' workday. If at all possible the beginning and ending schedules of principal's secretaries shall be made to align with the building principals, provided such shall not result in additional days.

Any needed work, as determined by the building principal, before and/or after the regular work year shall be offered as extended time at per diem rate of the contiguous year. Such work shall be voluntary and offered to the regular employee prior to the offering of the work to another employee.

- B. **WORK WEEK** - The standard workweek shall be five (5) consecutive days, Monday through Friday.
- C. **WORKDAY** - In hours, the length of the standard workday, unless posted otherwise, shall be scheduled for six (6), seven (7), seven and one-half (7-1/2), eight (8) or eight and one-half (8-1/2) consecutive hours each day. The workday includes paid breaks. The workday respectively includes a one-half (1/2) hour or one (1) hour unpaid lunch unless the teacher and classroom assistant determine, based on the needs of the child that the classroom assistant may be required to have a "working lunch" with students as part of their standard workday.
- D. **REST PERIODS** - Employees with six (6) or more working hours per day will be permitted two fifteen (15) minute rest periods each day, one in the a.m. and one in the p.m. Those who work less than six (6) hours shall receive one fifteen (15) minute rest period in either a.m. or p.m. Exceptions to this provision are specified in the article on salary. Employees may not leave the building during rest breaks. Rest breaks may not be used to shorten the regular workday except as approved by the building administrator or the employee's supervisor for unusual circumstances.
- E. **DAILY SCHEDULE (ALTERATIONS)** - Variations in work schedules of up to one (1) hour in the starting and ending times and in the consequent lunch breaks may be made to meet the operational needs of the Employer and to permit the adoption of summer hours as has been the tradition in this district. (In each building, the principal [or other administrator in charge of members of the bargaining unit] should set the hours for summer work.) Schedules will not be changed solely to avoid the payment

of overtime. The parties shall discuss "flex time" in the Labor/Management Committee.

F. OVERTIME/PREMIUM PAY

1. Employees shall be compensated at a rate of time and one-half (1-1/2) of regular rate (as calculated in the provisions of the Fair Labor Standards Act) for:
 - a. All hours in excess of forty (40) hours during the work week;
 - b. Hours worked on a calamity day. The WECP and Board agree to promptly bargain the effects with respect to pay of WECP unit members from any change in Ohio law regarding calamity days and required make-up of one or more such days.

The Bargaining shall commence within 10 calendar days of the written notice to negotiate. If agreement is not reached within 45 calendar days of the notice to negotiate, the dispute shall be submitted to final offer binding arbitration before an arbitrator selected in accordance with the voluntary rules of the American Arbitration Association. The arbitrator selection process shall commence promptly after the notice to negotiate is submitted. The selected arbitrator shall be asked to provide optional hearing dates as soon as possible after the end of the 45 day bargaining period.

2. Employees required to work on a paid holiday shall receive one and one-half (1-1/2) plus their regular rate.
3. Employees shall not be required to work at special functions, i.e., jobs outside their regular workday. If an employee consents to work at special functions, the rate of pay will be at the one and one-half (1-1/2) rate if the work is performed beyond the forty (40) hour workweek, or, by mutual agreement with the supervisor, compensatory time may be taken at the same rate of one and one-half (1-1/2).
4. Overtime shall be offered to all employees in a building who normally perform the work to be done, on a rotating seniority basis. For each employee, a record shall be maintained by the supervisor as to the amount and date of overtime thus worked. No employee shall be forced to work overtime.
5. Accumulated overtime shall be paid in the pay next succeeding the pay period in which the overtime was accumulated.
6. Unit members who are awarded extracurricular contracts shall be paid at the base rate established by the Board for all hours worked under the extracurricular contract ("extra-curricular base rate"). All hours worked at the employee's regularly assigned job(s) will be paid at the negotiated hourly rate(s) for those jobs. The hours worked for the regular assignment(s) will be calculated for the work week before any hours under the extracurricular contract. To the

extent the regular hours worked exceed forty (40) hours worked during the work week, the overtime rate shall continue to be calculated as is currently the case, without any consideration of the extracurricular assignment or the time spent performing the extracurricular assignment. The additional hours for the extracurricular assignment will either be paid at the extra-curricular base rate when total hours worked for the workweek are equal to or less than forty (40) hours or at a time and one-half the extra-curricular base rate for the extracurricular contract for hours worked in excess of forty (40) work hours for the work week.

If the extracurricular contract is for a position included in the collective bargaining agreement between the Board and the Willoughby-Eastlake Teachers Association, should the total earnings for the extracurricular contract be lower than the rate established in that Agreement, the Board shall make a one-time payment to the unit member holding the extracurricular contract equal to the difference between the amount set forth in the extracurricular contract per the supplemental Salary schedule and the amount the unit member is paid for services under that contract at the extracurricular base rate plus any payments arising from weeks in which the member works more than forty (40) hours.

G. COMPENSATORY TIME

1. By mutual agreement with the Administrator/Supervisor, an employee may take compensatory time in lieu of cash for overtime worked. Such compensatory time should be taken at a time agreeable to the employee and Administrator/Supervisor but not to extend beyond the contract year in which it is earned; the total which may be accumulated shall be limited by the provisions of the Fair Labor Standards Act.
2. Documentation must be used to verify all compensatory time and should not cause the employee to work beyond the forty (40) hour workweek and must be approved by the employee's Administrator/Supervisor. Forms are to be completed upon use of Compensatory Time except in the case of the negotiated conference evening days. (Appendix H)
3. No person shall be forced to take compensatory time in lieu of cash.
4. Compensatory time should not be used by one employee if another employee protests that such use has a negative impact upon him/her.
5. Pre or post regular work year work must be OFFERED as extended time for pay – NOT paid out in compensatory time. (Appendix H)

- H. EMERGENCY CALL-IN** - An employee called in to work in the a.m. before his/her regular schedule shall be paid a minimum of one hour at the regular rate for that position. If called back to work in the p.m. after a regular workday, the employee shall receive a minimum of two (2) hours pay. In the event either situation results in exceeding the forty (40) hour week, all such hours of emergency call-in duty shall be paid at the overtime rate of one and one-half (1-1/2) times regular rate.

I. **CALAMITY DAYS** - In the event it becomes necessary for the Superintendent to close a building for an epidemic, snow, or other public calamity as defined in Ohio Revised Code Section 3319.081, members of the bargaining unit assigned to that building will be informed of such through established channels of communication and shall not report to work. Should any employee expressly be required to work, the overtime provision as cited in this article shall be obtained. An employee shall not be called in on a calamity day for less than four (4) hours. No penalty may be assessed against an employee who refused on reasonable grounds to report for work when called for a calamity day. Any employee who must report to his/her assignment prior to the time of school being canceled via public media or prior to personal notification through established channels shall be paid at the rate of one and one-half (1-1/2) times regular rate for such hours worked.

J. **LUNCH TIME** - All employees working six (6) or more hours per day shall receive a thirty (30) minute duty free lunch period, except as otherwise provided for certain classifications. Employees may leave their work sites during their lunch period.

K. **HOLIDAYS**

1. The following paid holidays shall be granted:

a. To employees with nine (9) through ten and one-half (10.5) month schedules:

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

b. To employees with eleven (11) month schedules:

All those shown above plus Independence Day

c. To employees with twelve (12) month schedules:

All those shown above in (a) and (b) plus

Three (3) days during Christmas (Winter) break.

By mutual agreement with his/her supervisor, if Independence Day falls on a Tuesday or Thursday, the employee may take an unpaid day for that Monday or Friday.

2. An employee must be on paid status on the normal workday immediately preceding and succeeding a holiday to be entitled to holiday pay. An employee is considered to have been on paid status even if on sick, personal, or other forms of paid leave. If an employee works only part of the preceding or succeeding days, he/she will be considered to have been on paid status. Payment will not be made for a holiday that occurs during an unpaid leave of absence.
3. An employee not regularly scheduled to work a standard workweek who is scheduled to work on a holiday will be paid his/her per diem rate for such holiday. An employee not regularly scheduled to work a standard workweek who is not scheduled to work on a holiday will be paid a pro-rated per diem rate for such holiday (e.g., an employee regularly scheduled to work three days a week will receive three-fifths (3/5) of his/her per diem rate).
4. An employee shall not be called in on a holiday for less than four (4) hours, and paid at the overtime rate of one and one-half (1½) times his/her regular rate.

L. **VACATIONS** - All bargaining unit employees in eleven or twelve month positions shall earn and accumulate paid vacation on a monthly basis from date of entry into position and accumulate at the monthly rate set forth below based on length of service in the school system. Vacation periods shall be calculated on the basis of length of service rendered from date of hire.

1. **VACATION ACCRUAL**

a. **ANNUAL ACCRUAL RATES**

Eleven (11) month employees shall accumulate vacation at the following rates:

- (1) During the first through sixth year's experience in school district - Ten (10) days.
- (2) During the seventh year - Eleven (11) days.
- (3) During the eighth year - Twelve (12) days.
- (4) During the ninth year - Thirteen (13) days.
- (5) During the tenth year - Fifteen (15)
- (6) During the eleventh year - Fifteen (15) days.
- (7) During the twelfth year - Sixteen (16) days.
- (8) During the thirteenth year - Seventeen (17) days.
- (9) During the fourteenth year - Eighteen (18) days.
- (10) During the fifteenth year - Nineteen (19) days.
- (11) During the sixteenth and subsequent years - Twenty (20) days.

Twelve (12) month employees shall accumulate vacation at the following rates:

- (1) During the first through fifth year's experience in school district - Ten (10) days.
 - (2) During the sixth year - Eleven (11) days.
 - (3) During the seventh year - Twelve (12) days.
 - (4) During the eighth year - Thirteen (13) days.
 - (5) During the ninth year - Fourteen (14) days.
 - (6) During the tenth year - Fifteen (15) days.
 - (7) During the eleventh year - Sixteen (16) days.
 - (8) During the twelfth year - Seventeen (17) days.
 - (9) During the thirteenth year - Eighteen (18) days.
 - (10) During the fourteenth year - Nineteen (19) days.
 - (11) During the fifteenth year - Twenty (20) days.
 - (12) During the sixteenth through 19th year - Twenty-one (21) days.
 - (13) During the twentieth year and subsequently – Twenty-two (22) days
- b. Monthly rate of vacation accrual is determined by dividing the number of days to which the employee would be entitled during a given accrual year by twelve (12) months. The accrual rate changes on the employee's anniversary date of hire.
- c. For purposes of vacation accrual, the employee must be on active pay status (unpaid leave, layoff, and time spent on worker's compensation does not count toward vacation accrual).

2. VACATION ACCUMULATION

- a. For all employees, vacation begins to accumulate on a monthly basis from the date of actual entry as a regular employee into a position which carries vacation, i.e., an eleven or twelve month position, rather than date of hire. There is no retroactive vacation accumulation.
- b. Unused vacation shall be accumulative up to sixty days (60) days in addition to the accrual for the current year. However, no more than sixty (60) days of unused vacation accumulation may be carried over to each subsequent year on the employee's anniversary date.
- c. All employees eligible for vacation shall annually receive notice of accumulated vacation, from the payroll department, during the month of their anniversary date of employment with the district.

3. VACATION USE

- a. Vacation should be taken during the same year as it is accrued. It may be taken before it is actually accrued, up to the annual accrual, but in the event that vacation is taken but is unearned, and the employee leaves the employment of the district before the amount taken is earned, the amount

of unearned vacation taken shall be deducted from the employee's final pay.

- b. At the building level the vacation schedule will be agreed to by the principal and principal's secretary, annually, per building. The schedule may include differentiated starting and ending dates, to coordinate the attendance at the building of the principal and secretary, on non-student attendance days. The provisions of Article VI(A)(6) will control in the event the principal and secretary cannot agree on a vacation schedule.
- c. For eleven-month employees, ten (10) days of the annual vacation entitlement, regardless of the years of experience, shall be taken during scheduled winter and spring break time when school is "out of session". Other days in excess of ten (10) may be taken at any time as approved by the employee's supervisor, and as attested by the submission of vacation request forms. Said approval may not be unreasonably denied.
- d. For twelve (12) month employees, vacation may be taken at any time with the prior approval of the supervisor. Said approval may not be unreasonably denied.
 - (1) Should an employee's request be denied and the employee is unable to take vacation at his/her requested time, said employee will be compensated for the vacation days denied if the days are not taken at any other time during the employee's personal contract year, or:
 - (2) At the employee's option, in lieu of cashing in the unused vacation, an employee may carry over up to sixty (60) days of unused vacation and may cash them out at time of severance, or apply those days against any days owed--if any.

- 4. **SEVERANCE** - When an employee leaves the employment of the district with accumulated vacation, that employee will be compensated for that vacation at the employee's rate of pay at the time of severance.
- 5. **PROMOTIONS** - When an employee is promoted into a position that carries vacation entitlement, the years of experience of the employee in the district shall be given full credit in determining the amount of vacation to be accrued during the promoted employee's first year in the new position.

When an eleven month employee is promoted to a twelve month position, the amount of vacation due the employee as an eleven month person will first be determined, as of the ending date of the eleven month assignment. The accumulation of vacation for the twelve-month position commences on the first day worked in that position.

6. **UNPAID VACATION** - An employee who is not eligible to accumulate paid vacation for use when school is in session shall receive, upon request in accordance with vacation procedures, up to five (5) days of unpaid vacation during the employment year. It is not accumulative. (See also Article XIV, Section I.) The unpaid vacation will be prorated and deducted over one pay if one day's vacation is used; over two pays if two or three days are used; over three pays if four or five days are used.

ARTICLE VII - GENERAL WORKING CONDITIONS

- A. **ORIENTATION** - When possible, an employee transferred to a new position will receive five (5) days on-the-job orientation by the previous employee or a qualified employee in the same classification or similar classification. This is not intended to preclude separate training by the supervisor.

- B. **CLINIC RESPONSIBILITY** - Bargaining unit employees will not be required to maintain or assist in the maintenance of the clinic. Further, the Employer shall not require the bargaining unit employees to dispense any legend or non-legend drug to the student population, engage in catheterization, or "daily living skills" unless the bargaining unit employee is required as part of their regular job assignment (e.g., OH aides). However, bargaining unit employees should respond as any prudent adult would to an emergency.

- C. **PAYMENT OF MILEAGE** - When employees are required to travel as part of their job or where employees are assigned to more than one building during the course of the workday, the employees shall be paid mileage at the IRS rate in existence at the time of the expense; however, no retroactive mileage reimbursement shall be granted.

- D. **WORKLOAD**
 - 1. Employees shall neither be required nor encouraged to complete their workload at home when they cannot finish it at the work site, or to complete it at the work site without overtime compensation.

 - 2. No non-direct care employee may be assigned student supervisory responsibility on a continuing or consistent basis.
 - a. After the end of the student day, office personnel may send students who appear in the office for supervision to the latch key program.

 - b. The Board shall attempt to require teachers to insure that paperwork/referral materials (describing the reason for the student being sent to the office) shall accompany students who are sent to the office for disciplinary reasons.

 - c. Members assigned to a building office who feel there is a problem with her/his workload may ask for and shall receive a hearing of the employee workload review board to be established and conducted in accordance with the procedures of Article VII (D)(10) below.

 - 3. The Board will make every reasonable effort to assure that a principal or assistant principal is on campus at all times during the school day. When there is no administrator on campus for more than one-half of the workday, building coverage alternatives will be provided by the administration.

4. Personnel who perform the duties of other staff shall receive classification pay, provided the work performed by an employee is on the job description of a classification with higher pay.
5. The scheduled hours of library assistants will be determined by taking into account the enrollment of students in each building. This may result in the assignment of some library assistants to more than one building but weekly hours for any library assistant will not exceed 19.5 hours. There shall be at least one (1) full-time equivalent clerical assistant assigned to each elementary building. Clerical assistants and library assistants may be offered a total of five (5) days of extended time that is contiguous to their work year before the year, after the year, or both, at the rate of pay for the contiguous school year.
6. Educational assistants work under the direction of a teacher; programs shall not be designed or executed in such a way that direct care aides in classrooms will be left alone to supervise when the teacher is called from the room for a short period, as long as the teacher remains otherwise in the immediate vicinity of the student work area.
7. A classroom assistant who feels there is a problem with her/his workload or some other aspect of her/his assignment may raise it with the principal, who will promptly schedule a meeting with the teacher, assistant and her/himself to try to resolve the problem. Similarly, if the principal believes the time of the assistant is not being used appropriately, she/he will schedule a meeting with the assistant and teacher to review the assistant's work schedule.
8. At the time of the initial employment of an assistant or the assignment of an assistant to a new classroom position, the assistant, teacher and principal will meet to insure that clear expectations for the assistant's responsibilities are established.

Assistants are not responsible to write lesson plans. Assistants are not required to introduce new educational materials to the entire class.

E. SPECIAL EDUCATION

1. The schedules of Special Education secretaries assigned to more than one building may be adjusted on a temporary basis as needed. [As population configurations change, the Board may reassign these employees without compliance with the post and bid procedure.]
2.
 - a. No bargaining unit member may be requested or expected to compile or write IEPS. All forms must be drafted by the professional team. They may be typed in final form by secretaries from completed drafts.
 - b. Direct care assistants who receive a pupil assignment load higher than the teacher workload restrictions shall receive fifty dollars (\$50.00) per semester. This section does not apply when there is more than one assistant assigned to the classroom.

- c. When the student population in a special education class changes, the administration will provide appropriate information and training for classroom assistants.
- d. The classroom assistant will not be responsible for planning and conducting direct instruction, except under the direct control and direction of the teacher; nor will the assistant have custodial duties that are the teacher's responsibility.
- e. Classroom assistants will be informed when an IEP is to be written or revised for a student in the assistant's assigned classroom. Classroom assistants will be provided an opportunity to inform the IEP team, through the teacher, of any recommendations the assistant may care to make.
- f. The classroom assistant in any special education setting shall have at least one (1) planning time per week in common with the classroom teacher when feasible.
- g. The building administration will provide a copy of the current IEP/504 plan, including any behavior management plan and any amendments/addenda, to each direct service assistant and regular or special education teacher with responsibility for the affected student. The building secretary will maintain a list of the recipients of such plans.
- h. Annually the building principal will specify the daily work schedule of each direct service assistant and teacher. Total daily hours of work for such personnel shall be provided to the principal by the office of human resources.
- i. Each direct service assistant commencing initial employment in such position with the start of a school year shall attend mandatory pre-service day training during the summer at her/his regular rate of compensation.
- j. Direct service assistants will be offered training necessary to meet the needs of a new student before placement or as soon thereafter as possible.
- k. Each year of the contract restraint training will be offered to all direct service assistants who have not received such training in the preceding three years. In addition, in any years in which waiver days are scheduled, these days shall be used for additional training that is relevant to direct service assistants job duties.
- l. Classroom assistants may request assistance to lift a child to or from a position below the knees of the assistant. In the event of a dispute regarding the need for assistance, the District members of the child's IEP Team will meet to discuss the situation.

- m. Before students start school, the teacher and assistant shall complete the classroom assistant form. During the first month of school, a meeting shall be held involving the principal, teacher, assistant and other related service personnel to review the needs of the students in the classroom and revise the Classroom Assistant Form (Appendix I) as appropriate. The principal may call additional meetings as necessary to address changing needs in the classroom.

Any educational assistant who commences employment at the beginning of or during a school year is not able to bid on a vacant position within the same job title which arises during the school year. Such vacancies shall be filled on a temporary basis by substitute employees and, if to be filled for the following school year, posted for a bid over the summer months.

- n. No educational assistant may transfer into a position for which the assistant does not meet the federal/state requirements for "highly qualified", i.e., has a passing score on the ParaPro Assessment, or holds an associate's degree, or has at least two years of college training. An educational assistant who shows proof of taking the classes and passing the test will be reimbursed for the costs of the classes for the ParaPro test and the cost of the test.
- o. An educational assistant may be asked to assist other special education students and other classes as directed by the building principal. The principal shall use the building floater first, if the building has one. Then, the principal shall make reasonable efforts to rotate the duties among assistants and will try not to interrupt the assistant during the duty free lunch, except in an emergency. The assistant will be paid for 15 minutes if interrupted during her/his duty free lunch. An educational assistant is first and foremost responsible for her contracted position and duties. If an emergency should occur, the educational assistant may be asked to assist other special education students or classes as directed by the principal. The duty completed during an emergency shall not become a daily routine for any one assistant or a combination of assistants. In addition, an assistant assigned primarily to one or two students is expected to assist other students as time permits and under the direction of the supervising teacher/principal.

3. **RETENTION OF ED AND MH ASSISTANTS**

WECP and the Board agree as follows with respect to retaining ED and MH assistants in such positions:

- a. As part of the interview/application process, applicants for ED or MH assistant positions will be provided with information concerning the risks of such jobs.
- b. Assistants will be invited to attend, on a voluntary, non-pay basis, monthly round table meetings to discuss the challenges of the job and share ideas.

- c. Newly hired MH and ED assistants shall be provided an orientation/introduction to the laws governing education of the disabled and building procedures to address discipline concerns.
 - d. The District will offer training to ED and MI-I assistants in self-protection and defense in the event of an assault by a student.
 - e. Job postings for ED and MH assistant positions shall refer to the descriptions for such positions, which descriptions shall note that the assistant is obligated to follow the IEP of the student (s) with whom she/he works.
4. Annually the Department of Pupil Services will distribute a memorandum to secretaries with responsibility for support of special education teachers and students, which will explain the process for completing individualized education programs.

F. FAMILY LIAISONS

1. The family liaison's scheduled workweek shall not exceed thirty-seven and one-half (37.5) hours and scheduled work year shall not exceed (210) days of regularly scheduled work. Subject to following the building assignment schedule established by the central office, the family liaison may propose to the principal a flexible schedule for workdays at that building. Such flexible schedule may be implemented with the principal's approval.
2. Family liaisons shall be provided with (a) a working environment with adequate space, privacy and ventilation, (b) access to a telephone for conducting sensitive professional business, and (c) lockable storage for confidential materials.
3. Family liaisons may not be involuntarily assigned administrative duties.

- G. WORKLOAD REVIEW BOARD** - In the event an employee feels that her/his workload is unreasonable, she/he may ask for and shall receive a hearing of the complaint by a Workload Review Board. The employee will submit to the President of WECP a written request for a Workload Review Board. The President of WECP shall notify the Superintendent of such request.

The Workload Schedule Review Board shall consist of three WECP members selected by WECP who are not involved in the conflict and three administrators appointed by the Superintendent who are not involved in the conflict. The Review Board shall, upon request of the concerned employee, conduct hearings with the complainant and issue a report and recommendation on the problem(s) to the employee and the Superintendent.

The WECP members and administrators shall appoint one of their own members to serve as co-chair for the proceedings. The co-chairs will establish and maintain time limits and report on the proceedings. Copies of the written report shall be sent to the employee who initiated the Review Board, the Superintendent, the WECP President and the principal of the school affected. The report shall be completed within ten (10) school days following the final review Board hearing.

The implementation of the Workload Review Board shall represent a mutually agreed extension of the grievance time limits for any related grievable issue.

- H. **SUBSTITUTES** - The Board shall make reasonable effort to obtain substitutes to cover employee absences within each school building when employees in the bargaining unit's services are absent. If assigned by immediate supervisor, an employee will receive classification pay when the employee does the work of a higher paid position due to an employee absence.
- I. **TECHNOLOGY STANDARDIZATION/TRAINING** -The Board shall provide a yearly computer-training program using Willoughby-Eastlake facilities. The Board and WECP shall work together to establish a standard of software application to be reviewed annually.
 - 1. The Board will continue to update and review computer systems toward a district standard.
 - 2. All systems should be reviewed and updated to conform to district standards of hardware and software. Training should be provided and updated by levels-- elementary and secondary.
- J. **JOINT TRAINING COMMITTEE** - A joint WECP-Board Committee shall continue to design training programs annually. Employees with suggestions for training shall notify the WECP President, who will forward these suggestions to the Administration.

The Board shall provide annual training for current district software and in areas of special education.

K. **SAFETY PROCEDURES**

- 1. Each member of the WETA and WECP units shall receive a staff handbook, which will include District and personal safety procedures and will also include accident and incident report forms.
- 2. Special education teachers are responsible for sharing with direct service assistants, and their regular education colleagues, updates they receive from the District regarding special education law and regulations.
- 3. Job postings for direct service assistant positions shall include notice that physical restraint and lifting activities, as well as personal care of students, for example, toileting and diapering, may be required.

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4. Project Assistants, on occasion, may go to a student's work sites, with or without the teacher, to assist the student.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

- A. No employee may be disciplined, demoted, or discharged without just cause and compliance with due process and the applicable provisions of this Contract.
- B. Except for new employees prior to the end of their seventy-five (75) day probationary period, no employee shall be discharged for unsatisfactory performance unless the Employer can show that the employee's performance has been unsatisfactory for a six (6) month period (including the probationary period), and the employee has been given a reasonable opportunity to improve. Discharge for incidents of misconduct or neglect of duty shall be subject to the progressive disciplinary procedure.
- C. The Employer agrees that the principles of progressive discipline shall apply to all disciplinary actions. Each act of discipline shall be gauged by the severity of the offense. Progressive discipline does not preclude immediate suspension in cases of serious and/or overt actions. Such suspensions may be upgraded to dismissal if a subsequent investigation indicates such action is required.
- D. Disciplinary actions shall be defined as warnings; reprimands (written or oral); suspensions (with or without pay); and discharge.
- E. Disciplinary interviews and reprimands shall be made in private. For all disciplinary hearings or actions an affected employee may, if he/she deems it necessary, request the presence of a representative, and when such request is made the hearing or action shall not proceed until the employee has been given a reasonable period of time to secure representation.
- F. Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding, and correcting shall be termed casual and shall not require the presence of a representative. If an employee believes such communication is becoming disciplinary in nature, the employee has the right to ask that an association representative be present.
- G. Prior to the suspension or discharge of an employee, the employee shall receive prior notice of the possible action, with such notice containing reason or reasons for the action. Prior to the suspension or discharge, said employee shall be entitled to a hearing before the Superintendent with association representation for the purpose of discussing the reasons and permitting the employee to offer defense in his/her behalf.
- H. An employee and the association shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his/her personnel record within five (5) working days of the action taken. Further, the employee and the association President and/or grievance chairperson will receive a copy of any suspension and/or discharge notice within five (5) working days of the action. An employee who is disciplined must be disciplined within a reasonable period of time from the dates in which the events occur.

ARTICLE IX - PERSONNEL FILES

- A. All official personnel files shall be maintained at the Board Office.
- B. There shall be no private personnel files; a supervisor may maintain such files as may be needed to perform evaluations as provided elsewhere in this Contract. Any document so maintained may be attached to such evaluation; if it is not, it is to be destroyed.
- C. At a minimum, the following information must be maintained in the official personnel file:
 - 1. Applications, demographic data as required by law or as needed for the preparation of directories, and resumes.
 - 2. Applications for transfers, promotions, retirement, resignation, and other personnel actions officially taken, including recommendations for same, e.g., promotions, transfers, reassignments, terminations, suspensions, layoffs, etc., and copies of all official forms.
 - 3. Salary and contract information.
 - 4. Requests for leaves and communications related thereto.
 - 5. Evaluations, as signed by supervisor and employee.
 - 6. Accident histories.
 - 7. In-service/training requests and records.
 - 8. Commendations, honors, awards.
 - 9. Results of Accident Review Board hearings as provided in Board policy.
 - 10. Medical records as required by law.
 - 11. New hire test results.
- D. Access to the personnel file shall be available during regular office hours to the employee and/or his/her representative upon written request by the employee to the Superintendent/designee. Access shall be provided within a reasonable time (e.g., within forty-eight (48) hours unless not practical) after submission of the request. The review of the file shall be in the presence of the Superintendent/designee. Neither the file nor any part thereof shall be removed from the office. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review.

- E. No anonymous letter, report, or communication shall be included in the employee's personnel file. If an administration communication or communication received from parents and other nonprofessionals regarding an employee is intended to become part of the file, it shall be reviewed with the staff member involved, and the staff member shall be afforded the opportunity to file a written reply. No communication from another member of the bargaining unit, other than a supervisor (if countersigned by a non-bargaining unit supervisor), may be entered into the file. The employee shall initial and date each such document, other than routine financial or demographic data (e.g., change of name, address, etc.), entered into his/her file to verify its review.
- F. At least once each year, an employee will have the right to indicate those documents he/she believes should be removed from the file. Such documents may be removed by agreement of the Assistant Superintendent or Superintendent, in which case they shall be placed in a separate file, which nonetheless remains a public record.

Disciplinary records shall remain in effect for a period of twenty-four (24) months, unless there is an intervening disciplinary action taken during that period, in which case all records shall remain in effect for another twenty-four (24) months.

- G. Whenever a non-employee or an employee without the need to know requests access to an employee's personnel file, the employee shall be given advanced notice. A record shall be kept of all who request file information. No confidential personal information such as health, use of personal earnings, e.g., location and amount of annuity transfer, etc., may be compiled for disclosure or disclosed without the employee's expressed written permission or, in the alternative, a court order compelling the Board to disclose such information.

ARTICLE X - EVALUATION

A. **PURPOSE** - The purpose of evaluation is:

1. To assess an employee's work performance,
2. To help the employee to achieve greater effectiveness in performance of the work assignment, and
3. To constitute the basis for personnel decisions including promotions, reassignments, continuation of employment, or termination.

B. **PROCEDURES**

1. An employee shall be evaluated by his/her immediate non-bargaining unit supervisor. In the event an employee performs work under more than one such supervisor, all supervisors may sign one evaluation form. In the event an employee performs work under more than one job description or under separate job classifications, separate evaluation forms for each description or classification may be completed.
2. Not later than September 15 of each year, (or in the case the employee is new to a position, within ten (10) working days of the first day worked in the position), each employee shall be informed of the identity of the evaluating supervisor and the evaluation procedures and job performance criteria which will be used.
3. All employees shall be evaluated at least annually, except that employees new to a particular position must be evaluated before the end of the employee's sixtieth (60th) day in the position, and again before the end of the employee's personal work year. In the event an employee resigns or is transferred within six (6) months before or after the evaluation, a departure evaluation may be completed by the supervisor, following the other rules for evaluation set forth in this provision, or resulting from the application of this provision.

Employees on annual evaluation schedules will be given reasonable advance notice of possible deficiencies and time to correct them.

4. Job performance criteria shall be developed on the basis of job descriptions, which outline the general duties and responsibilities of each job or classification, and are expected to vary from one description to another, although there may be common elements among two or more descriptions. Once such criteria are developed and written, they may not unilaterally be changed without being presented to the employee at least sixty (60) days in advance of any evaluation in which the criteria will be used. Nor may an employee decide to alter the written job description, formally or informally, so as to change the wording or intent of part of the job description. In the case that altered criteria are not presented at least sixty (60) days in advance, the remaining criteria which have not been altered may still be used to conduct the evaluation.

The following general guidelines shall be used in developing or revising job descriptions:

- a. The totality of job descriptions shall not be changed in such a way that tasks previously done can no longer be accomplished.
 - b. In each job description, the language must not be so specific that new tasks cannot be assigned to a position, i.e., no description shall be such that only those tasks set forth in the description can be done by an incumbent.
 - c. To the extent feasible, the same work should be assigned to the same position titles.
 - d. Qualifications shall include knowledge, abilities, and skills, along with personal traits, education or training, and previous experience requirements.
 - e. Job descriptions for special education assistants shall be individualized to address the nature of the student disability with which the assistant works and to include a provision that the assistant is expected to follow the IEP requirements of the students with whom she/he works.
5. The supervisor shall note areas of high performance as well as areas of growth during each evaluation cycle.

Whenever the supervisor notes uncorrected deficiencies, he/she shall call the employee's attention to deficiencies in work performance, at such time as the supervisor becomes aware of and concerned about such deficiencies, and to make such efforts as are feasible to assist the employee to rectify such deficiencies. When the nature of the job description permits, direct observation of the employee's job performance should be conducted over a period of at least fifteen (15) minutes. This shall not require, however, that performance must be evaluated solely on the basis of extended and direct observation.

6. Upon completion of the evaluation form, the supervisor and employee shall meet to discuss the contents thereof. The employee shall sign such form; such signature shall be taken to mean only that the employee has been apprised of its contents. A response to the contents of the evaluation form may be filed with the Assistant Superintendent within thirty (30) days of the evaluation; such response shall be attached to the evaluation and placed in the employee's personnel file. A copy of the final written evaluation shall be given to the employee, as such is deposited in the personnel file.
7. Nothing in this contract shall be construed to prohibit administrators or supervisors from consulting each other regarding the qualifications and work history of an employee who applies for promotion or transfer, nor shall it prohibit examination of evaluations as part of a job transfer or promotion request.

8. Nothing in this provision shall prohibit the normal supervisory functions of commending, questioning, suggesting, directing, reminding, and correcting an employee in the performance of his/her duties.
9. An employee shall have the right to request an Association representative to attend an evaluation conference whenever he or she anticipates or feels that some negative personnel action may result from the conference or occur during the conference. It is the duty of the evaluator to apprise the employee in advance of the conference if such negative action or recommendation is likely during the conference. In the event that, during the conference, the employee believes some negative personnel action is going to occur, the employee has the right to ask for and receive a delay in the conference until such time as a representative can be secured. This section is not intended to prevent a mutual agreement by the administration and the employee to permit an Association representative's attendance at an evaluation conference.
10. If the evaluator decides to recommend discharge for a non-probationary employee, the evaluator shall give the employee seven (7) days prior notice before the evaluator submits said recommendation to the Superintendent.

ARTICLE XI - REDUCTION IN FORCE (RIF)

- A. Bargaining unit positions shall be filled by employees of the Board who are part of the bargaining unit as defined in Article I of this Contract. Casual employees shall not be used to avoid the filling of vacancies. This provision shall not preclude the utilization of "temporary employees" who are members of the bargaining unit for replacement purposes or to accomplish short-term projects not to exceed sixty (60) days.

For the duration of this contract, no employee will be laid off and have their work outsourced to non-bargaining unit persons if there is bona fide work for that employee. The Board will meet with the Association to discuss possible alternatives to outsourcing.

Parent volunteers can be utilized to work on ad hoc, short term projects as long as such work does not involve access to confidential student information and does not negatively impact any bargaining unit member.

- B. A RIF shall be defined as a decision by the Board to reduce staff through a layoff of personnel or the failure to fill a bargaining unit position in whole or in part, including the failure to replace employees who are lost through attrition.

1. If the Board intends to reduce the hours for a current employee, the Association shall have the right to meet with the Assistant Superintendent to discuss the reduction of hours. A reduction in hours for an occupied bargaining unit position shall be considered a RIF.
2. A decision not to fill a vacancy shall be considered a RIF in which case, the following procedures shall be utilized:
 - a. When the Board intends to eliminate a vacant position, the Superintendent shall notify the Association, in writing, within five (5) working days of its decision not to fill a vacant position. The Superintendent's notification shall include a statement of the reasons for the decision.
 - b. After the Association receives notice of a decision to not fill a vacant position, the Association shall have the right to meet with the Superintendent or the Superintendent's designee to discuss the matter.

- C. When the Board determines that it is necessary due to lack of work, lack of funds, job abolishment [pursuant to O.R.C. Section 124.321 (D)], building or district consolidations, or closings or territorial changes, to reduce the number of positions in a classification within the bargaining unit, the following procedures shall be used:

1. The Superintendent shall notify and meet with representatives of the Association to discuss the needed reductions, as the needed reductions become known to him/her. (The number of reductions shall be minimized by not employing replacements, insofar as practical, for employees who resign or otherwise leave the employ of the Board.)

2. **LACK OF WORK** - While the Board may determine whether or not a new vacancy exists or a vacated position needs to be filled, the Board shall not avoid filling a position by giving bona fide work previously done in that position to another who already has a full workload or avoid filling or creating a bona fide bargaining unit vacancy by distributing the work to non-bargaining unit personnel, including non-employees. When the Association believes there is adequate work to fill a vacant position which the Board has opted not to fill, it may present its arguments to the administration. If the administration agrees that there is adequate work to justify filling a vacancy, it will not redistribute the workload of the vacant position to other employees simply to avoid filling the position.

In the event that insufficient work exists to fill a full-time vacancy, the Board may initiate the reduction in force rules and procedures. In no case will the Board reduce any position in hours solely to avoid the offering of benefits to an employee.

3. A current employee who is selected for a layoff shall receive written notice of a pending RIF, with specific reasons for the decision, at least two (2) weeks prior to any recommendation to the Board.
 4. Part-time employees shall be laid off, in reverse order of seniority, before full-time employees are laid off, in reverse order of seniority. Seniority shall be defined as provided in Article XII of this Contract. Part-time, for this Article, shall be defined as a bargaining unit employee who is regularly assigned to work six (6) hours or less per day or a partial week.
 5. Layoff shall occur by suspension of contract, except that newly hired employees in probationary status will be terminated.
- D. Employees within this bargaining unit shall be reduced within a classification based on seniority. In the event an employee is laid off, said employee may:
1. First fill any vacancy, equal in hours and job title in which he/she is qualified.
 2. Displace the least senior full-time employee within his/her current job title (e.g., a Middle School Secretary may displace another Middle School Secretary with less seniority) with the same length of work year. If the laid-off or displacing employee is the least senior, the laid-off or displacing employee shall then have the right to displace the least senior full-time employee within his/her classification as follows:
 3. Displace the least senior full-time in his/her classification category (e.g., Secretary II-B) with the same length of work year. If least senior, he/she shall have the right to either:
 - a. Displace the least senior full-time employee in the same classification category with the next fewer scheduled workdays or

b. Displace the least senior full-time employee in a different classification, if qualified, with an equal pay rate and length of work year. If least senior, the employee shall have the right to:

4. If same employee is the least senior full-time employee within his/her classification, and has no displacement ability in a different classification under Section 2 (b) above, then he/she shall have the right to displace the least senior full-time employee in a different classification with an equal pay rate with shorter work year or lower pay rate position for which he/she is qualified, as determined by the Board following the same sequence as above.

(The classifications are defined under Article XV, Compensation - Appendix A.)

5. If there are no available full-time positions at any of the above levels, the full-time employee may displace any part-time employee, if qualified, whose hourly pay rate is equal to or lower than the full-time employee.
6. Part-time employees shall use the same procedures listed above except that they may only displace other part-time employees.
7. The salary to the displacing employee shall be on the same step on the schedule of the different classification.
8. Notice of the intent of a laid off employee to exercise a displacement right shall be hand delivered or sent by certified mail to the Associate Superintendent for Business not later than the fifth (5th) working day following receipt of the layoff notice.

The employee accepting the different classification shall be reinstated to his/her prior classification immediately upon any reopening of the previous position. Any employee who is laid off shall have the option to refuse a different classification, and remain on the recall list for two (2) years.

9. **NOTIFICATION OF LAYOFF** - At least twenty (20) days prior to the effective date of layoff, the unit member shall receive notice of such layoff. Notice shall include the effective date and the employee's seniority date(s) and classification.
 - a. The Association shall be provided with a copy of the RIF list which was used by the Board in implementing layoffs under this Article. The list will be provided at least fifteen (15) days prior to the initial layoff. Copies of such listing shall be posted in a prominent place.
 - b. Reinstatement lists shall be maintained. Names of laid off employees shall remain on the list for a period of two (2) years from the date of layoff. All recalls shall be made in reverse order, i.e., the last employee laid off in a given classification shall be the first employee recalled. Notification of recall shall be given by certified mail. Any employee recalled within a two

(2) year period shall retain all previously accumulated seniority minus the number of years with one hundred twenty (120) or less working days.

- c. Failure of any employee to return to work within ten (10) workdays from the date of notification of recall shall be construed as a decline of the employment offered, and the employee's name shall forthrightly be removed from the reinstatement list.
 - d. It shall be the employee's responsibility to maintain contact information on file with the appointing authority to insure that any notice of recall is properly mailed and can be responded to within the contractually specified five (5) workday period.
 - e. Employees on sick leave or other leave of absence may be laid off or displaced and retain only those reinstatement rights as any other laid off or displaced employee, except that any employee on sick leave at the time of notice of layoff shall continue on sick leave until it is exhausted or such employee is able to return to work, whichever occurs first.
10. Payment for accrued and unused vacation time or overtime shall be paid at the time of layoff or within thirty (30) days thereafter.
11. Employees on layoff status shall have the right to remain on payroll records, and in accordance with any requirements of COBRA to remain in group insurance programs. The employee shall submit the insurance premium by hand delivery or certified mail to the office of the Board Treasurer at least seven (7) calendar days prior to the day the Treasurer normally submits payment of the premiums to the insurance company. If not submitted by the above-mentioned date, the employee may be withdrawn from the group coverage.

ARTICLE XII - SENIORITY

- A. **DEFINITIONS** - Seniority shall mean the length of continuous employment in a bargaining unit position as follows:
1. Seniority shall begin to accrue from the first day of work in a position in this bargaining unit as a regular employee.
 2. Time spent in a position as a casual substitute shall not be counted toward seniority. Neither shall time spent as a non-bargaining unit employee be counted toward seniority. Neither shall time spent as a "temporary employee" that is interrupted by more than thirty (30) days prior to hire as a regular employee.
 3. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
 4. Time spent on inactive pay status (any form of unpaid leave or layoff) shall not be counted in accrual of seniority but also shall not be considered to constitute a break in seniority. For purposes of vacation accrual at least 120 days per year must be on active pay status (unpaid leave, layoff, and time spent on worker's compensation does not count toward vacation accrual). Neither shall time spent on layoff, unless 120 days each contract year are actually worked, be counted as service time in determining placement on the salary schedule.
 5. Full-time employees shall accrue one (1) year of seniority for each year that contains a minimum of one hundred twenty (120) days on paid status, excluding time spent on unpaid leave during the employee's contracted work year. A part-time employee who receives a full-time position shall receive full, prorated credit for his/her part-time seniority.
 6. Regular but part-time employees appointed to a bargaining unit position shall accrue seniority pro-rated against the minimal full-time standard as defined above.
 7. No employee shall accrue more than one (1) year of seniority in any work year.
- B. **EQUAL SENIORITY** - A tie in seniority shall occur when two (2) or more employees have the same amount of seniority as determined by the rules listed above. In the event of a tie in seniority, it shall be broken by the following procedures:
1. The date of the first day actually worked or date of Board approval, whichever comes first; then
 2. By lottery, if necessary to resolve a tie between newly hired employees, with the most senior employee being the one whose name is drawn first, etc. Within thirty (30) days of the employee's start date, the employee shall be notified by the Board of the date and time of the tiebreaker lottery. This procedure shall be implemented in the presence of a designated Association representative and

each affected employee who accepts the invitation to attend. Once this procedure is conducted, the seniority list shall reflect the results, and a notation may be made in the personnel files of all involved employees as to the results.

- C. **LOSS OF SENIORITY** - All seniority shall be lost when an employee is transferred out of the bargaining unit in any way after a two (2) year period of grace.
- D. **SENIORITY LISTS** - A seniority list of all bargaining unit positions shall be delivered to the Association Chapter President between September 15 and October 15 of each year, and again between March 1 and April 1 of the following year. The names of part-time employees shall appear on a separate seniority list.
- E. **CORRECTION OF INACCURACIES** - Employees shall have a period of thirty (30) days after October 15 and April 1 to advise the Employer that the seniority list is in error. The Association Chapter President must also be informed by the employee of the alleged error. The Employer will change said list in accordance with its findings, alter the list as warranted, and provide the corrected version to the Association Chapter President. No allegation of error will be considered after thirty (30) days as herein provided, and the list shall be considered final until the next date for delivery of the seniority list, at which time any alleged error made after the requisite thirty (30) day period may be corrected. In the event a lay-off should occur prior to the next period, however, the list alleged to be in error shall be considered final, and shall be the list used to determine layoffs.

ARTICLE XIII - JOB BID PROCEDURE AND TRANSFER

- A. When a vacancy occurs or a new job is created, the Employer shall post notice of the opening for five (5) working days when school is in session and for ten (10) working days when school is not in session. The notice shall contain the job title, qualifications, rate of pay, and area or location of vacancy. Employees who wish to be considered for the vacancy must make application for the position in writing through the Classified Personnel Department by the end of the posting period. A copy of the application shall be retained by the employee. The Board may determine that a vacancy exists where an employee resigns, is transferred, or is terminated, or upon the creation of a new position.

There may be an annual August "Bid Day" upon mutual agreement of the Superintendent and WECF President.

1. A written notice of all available jobs for bid will be sent to all members, along with the date, time and location of the Bid Day.
 2. Jobs up for bid will be given to the most senior bidder (if a special qualification i.e. Para Pro exam or equivalent is needed for a position) it will go to the most senior bidder who has the required qualifications.
 3. If you accept a position during this bidding process, you may still bid on the remaining jobs that come up for bid during Bid Day; however, once bid day has ended, all jobs awarded are final. Positions that are posted following bid day may be bid on by employees in accordance with the bidding procedures.
 4. Jobs that have been vacated by successful bidders will be added in order of vacancy to the bottom of the bid list unless the administration determines not to fill that position at that time. If the administration later determines to fill the position, the vacancy shall be posted internally.
 5. All jobs still vacant at the conclusion of Bid Day will be posted for external bids according to the contract. (Section 2, paragraph 1)
- B. 1. a. Qualifications and seniority shall be the determining factors in filling an opening, with qualifications being given emphasis. Qualifications for the position and of the applicants shall be determined by the administration and may be determined through a uniformly administered test. Qualifications and required experience shall be listed on the job posting.

It is not required that a written qualification test be established for every position, or for every qualification for every position in the bargaining unit; if a test is to be used to establish one or more qualifications of a candidate for a particular position or class of positions, it shall be created through standardized test development procedures, either through the administration and/or test development consultant, or purchased from an employment-test company; alternatively, the employee may be tested by a testing consultant or firm, at the option of the administration. An employee

may arrange with the administration to take a test in advance of potential postings. If the test is taken more than three (3) years before a posting, or if a test is revised by the independent company, the employee may be required to repeat the test when a posting occurs. If a test is revised, the administration will discuss and seek the input of the WECP prior to implementation.

Qualification tests are to be limited to measuring the candidate's qualification(s) as shown in the job description for the position or class of positions, and must be administered under standardized conditions, e.g., using the same directions, time limits, and equipment (if required), for all candidates. When a written test is used, a qualifications test "minimum score" shall be established to denote that a candidate is qualified in the area measured by the test; scores above that cut point shall not be used to determine "more" versus "less" qualified; a person who is "qualified" is "qualified" so far as a test of the specific qualifications the test is designed to measure, is involved.

The test specifications or blueprint, including test objectives, skills to be measured, number of test items, and approximate length of the test will be communicated to the Association upon request, or at such time as the test may be revised. Where known, general test statistics such as reliability and validity, will be made available to the Association; actual test items are not to be revealed. If a test is to be taken for qualification for a position, a notice to that effect will appear on the job posting. When tests are scored, all candidates will be informed whether the test indicates they are "qualified" or "not qualified" in the areas measured by the test. This section shall not be interpreted to mean that only those qualifications, which are tested, will be considered in determining "qualifications." However, all qualifications are set forth in the job descriptions.

Qualifications for a position, once established, shall not be altered in such a manner as to contravene the intent of this article by giving incidental qualifications emphasis for the purpose of denying a position to an otherwise qualified person (e.g., a person who possesses the skills and training required to use an advanced word processing program shall not be disqualified merely because the position requires the use of a slightly different program, where the applicant could quickly learn to use the program).

Microsoft, Office 03 to 07 products, including word, excel, publisher, and access, and internet explorer are the standard district programs; in the event that there are changes from these standards currently in use, members who are required to use such programs will be offered and must take training in any new programs; skills tests may include measures of these programs for any clerical-type assignment.

Where applicants are determined to be qualified, seniority shall be the determining factor, unless a less senior applicant has substantially greater qualifications in the primary job description duties.

An applicant or current employee initially hired into or who bids into an aide position with responsibility for low incidence (HI, OH, MH, ED, VI) classrooms with children identified as Autistic or with one-on-one assignments for children with autism is not entitled to bid or seek transfer into another position during her/his first school year in such assignment. The posting for such positions will specify such restriction.

- b. No assistant or other employee may seek transfer into a position for which the employee does not meet the federal/state requirements for "highly qualified", i.e., has a passing score on the ParaPro Assessment, or holds an associate's degree, or has successfully completed two years of college. An educational assistant who shows proof of taking the classes and passing the test will be reimbursed for the costs of the classes for the ParaPro test (not including courses taken toward college credit) and the cost of the test.
 - c. The Board shall notify the successful applicant in writing within one (1) calendar week after the close of the posting period and all unsuccessful applicants within two (2) weeks.
2. The Board shall fill a posted position within thirty (30) days of posting whenever there is a qualified internal applicant, except where such may not be practicable, in which case WECP shall be given reasons the timeline cannot be met. Successful qualified applicants shall either accept or decline the position within three (3) workdays of the Board's offer. Once a member accepts a position, he/she may not then reject it; if the member has bid on multiple positions, acceptance of a position voids all other bids submitted by that candidate. In the event the successful candidate declines the position, the Board shall offer it to the next most senior qualified applicant. If no qualified applicant remains, the position shall be posted externally.

External postings shall be filled within sixty (60) days. If the Board fails to fill a posted position within this time frame, the posting shall be invalidated. The Board must inform the Association that it does not intend to fill the position at this time with reasons given. The Board must then repost if it subsequently decides to fill the position.

3. All promotions or other voluntary classification changes will be for a probationary period of twenty (20) working days, which may be extended for up to ten (10) additional working days if both the employee and the supervisor agree. The employee will be evaluated at the end of their probationary period and may be returned to her/his prior position based on an evaluation of the employee's performance. The employee may voluntarily surrender the new position and return to her/his prior position no later than the end of their probationary period. Unless otherwise agreed to by the WECP president and

the superintendent a sub shall be placed in a position made vacant by a promotion or other voluntary change in position, until the 20th working day after the move has occurred or up to thirty (30) working days if an extension has occurred.

4. All persons hired as a new employee will be employed as a probationary employee for a period not to exceed seventy-five (75) calendar days.
5. New hires into an Educational Aide's position must maintain current and valid certifications in all areas required for the position. Training and certification areas required for the position at that time shall be set out in the job posting. Necessary training shall be completed during the probationary period, which may be extended by the Director of Pupil Services to facilitate completion of the training. Expenses for new training and maintaining certifications are the responsibility of the employee.
6. Before the hiring recommendation is made to the Board, the final applicant(s) for MH, OH, and ED assistant positions shall meet with an interview committee, which will include an administrator, a current assistant, and a special education teacher.
7. The President of the Association shall be notified of all demotions and new or changed appointments. Further, the Board shall send a copy of all postings to the Association.

C. INVOLUNTARY TRANSFER

Voluntary transfers shall occur prior to any involuntary transfer.

The Assistant Superintendent, after a concern is presented, will arrange a fact-finding meeting to include the employee, the Assistant Superintendent, and a WECP representative. During this fact finding meeting the concern shall be discussed and alternatives for resolution shall be explored. Within ten (10) working days of the initial meeting the Assistant Superintendent shall provide a written response to the employee(s) and WECP of the actions to be taken.

In the event of an involuntary transfer, the following procedure will be utilized:

1. The affected employee will be involuntarily transferred to the least senior position in or equal to their current pay status.
2. The employee being displaced shall fill the vacancy created by the involuntary transfer.
3. If the person being transferred is the least senior she/he will displace the least senior part-time employee in the same job title.

The results of this potential involuntary transfer must be in the best interest of the employee, the school district and the affected student(s).

D. TEMPORARY VACANCY

1. When the administration knows in advance that a temporary vacancy will occur due to the temporary absence of an employee due to personal or medical leaves of absence of thirty (30) working days or more, the temporary position shall be posted and bid upon by members of the bargaining unit. The most qualified employee bidding on the temporary vacancy shall be placed into the position for the duration of the temporary vacancy. When it is not known that a temporary vacancy will equal thirty (30) working days or more, a substitute may be hired for the vacancy. Should a temporary vacancy become a regular, posted position, any temporary substitute in said position shall not be given preference for the position merely by reason of having served in the position already. No temporary assignment may exceed one (1) year.
2. An employee temporarily assigned to a higher classification shall receive the pay of the higher classification from the first day worked in the higher classification.
3. An employee who is placed in a vacancy due to the temporary absence shall be entitled to the vacation and holiday provisions of this Contract and at such time as the employee's regular work year has been extended due to the temporary assignment.

E. TEMPORARY EMPLOYEE (NON-UNION)

1. A "temporary employee" may be hired to replace the employee on the leave of absence or the regular employee on temporary assignment in Section C., above, not to exceed one (1) year or the original duration of temporary leave - whichever is shorter.
 2. If the "temporary employee" is rehired for a regular position or if the employee is rehired for a temporary position or extension without a break in service of over thirty (30) days, and the combined total of the original hire and rehire will exceed one year, the employee becomes a regular employee on the date of rehire.
 3. A person employed as a replacement for a person on leave shall not have bidding rights or displacement rights during the term of temporary employment nor may his/her contract be terminated without cause during the term of temporary employment. He/she shall be terminated at the end of the scheduled temporary employment--unless rehired as a regular employee. Further a temporary employee may not take a voluntary unpaid leave of absence.
- F. A substitute employee shall not have bidding rights superior to that of an inside candidate.
- G. Eligible WECP bargaining unit members shall be given prior notice of any WETA vacancies, including supplemental positions, and, if qualified shall, upon request, be given an interview for said WETA vacancies. This provision is not intended to negate

WETA bargaining unit member rights nor is it intended to deny the Board's right to hire an external applicant for the vacancy. It is only intended to insure notice and consideration of the WECP applicant.

H. **POSITION RECLASSIFICATION** - Whenever the Board believes that a current position, i.e., classification, location, and job duties, needs to be reclassified, it shall present such recommendation to the WECP President with rationale and its proposed changes. Such rationale shall include current work duties and proposed work duties, and qualifications. When the proposed change(s) represents a change in pay rate, work hours, or workdays, or is a combination assignment, it shall be subject to bargaining. If or when approved by the WECP bargaining team, the following procedure shall be followed:

1. If the position is vacant, it shall be posted as per Section A., above.
2. If the position is filled, it shall be offered to the most senior qualified employee in the proposed classification series.* If the current employee is not successful in obtaining the new position, he/she shall be reassigned to the remaining vacant position in his/ her current classification series that is equal to or higher than his/her current position.

The purpose of this section is to prevent unnecessary RIFs or demotions and to prevent both favoritism and discrimination in necessary reclassifications of positions. Any increase in "type" from part-time to full-time must be subject to posting and bid.

ARTICLE XIV - LEAVES OF ABSENCE

An employee returning from any form of approved leave shall be placed in his/her previous position, provided it has not been eliminated and provided that such action would not require the Board to fill a position it would not otherwise have filled. If the employee cannot be placed in the previous position, the employee may be placed in the most similar position available. If no similar position is available, the returning employee has the right to displace the least senior employee in a similar position. If there is no employee in a similar position with less seniority than the returning employee, the returning employee may choose to follow the displacement steps outlined in Article XI. In the event that a substitute employee has been placed into a position to fill behind an employee on maternity or other leave, the substitute employee, regardless of the amount of time spent in the position, may be terminated to provide a place for the returning employee. A person employed as a replacement for a person on leave shall not be considered to have job bidding rights or displacement rights.

A. SICK LEAVE

1. All bargaining unit members will be granted one and one-quarter (1¼) sick leave days per month [fifteen (15) days total per year] in accordance with O.R.C. 3319.141. Unused sick leave shall be unlimited in accumulation. Sick leave may not be used when an employee is employed outside the District. Summer school work is extra time and so does not yield added sick leave days.
2. Any bargaining unit member may, upon written request, be granted an advancement of fifteen (15) days, if needed. Newly appointed bargaining unit members shall be advanced five (5) sick leave days. This is not accumulated in addition, but is a loan against future earnings.
3. Bargaining unit members shall qualify for sick leave with full pay and benefits for:
 - a. Personal illness.
 - b. Illness or disability due to pregnancy.
 - c. Injury.
 - d. Exposure to contagious disease.
 - e. Absence due to illness, injury, or death in the immediate family. The employee's immediate family shall be defined as: father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparents, step-parents, and stepchildren, and grandchildren, wherever they may reside, or any relatives living in the same household or persons for whom the employee has primary care responsibilities and a "durable power of attorney" for health care. In the event of death, the definition of immediate family shall also include the employee's aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. The Board may require medical

verification for the employee's use of sick leave for bereavement purposes beyond a reasonable period of time.

- f. Up to 30 days of sick leave may be used on an intermittent basis by the executor/executrix of a will in the year following the death of a member of the immediate family under sick leave. To be eligible for such leave, the employee shall provide verification of appointment as executor/executrix.
 - g. The adoption of a child two (2) years or younger (six weeks).
 - h. Childbirth (six weeks immediately after childbirth for mother without a physician directive; beyond six weeks requires a written physician directive).
- 4. Report forms are to be completed on return to duty.
 - 5. Falsification or abuse of sick leave may result in penalties in accord with Article VIII, Discipline and Discharge.
 - 6. The Board and WECP shall form a committee that shall study various incentive programs that might reduce the utilization of sick leave. Any recommendations of this committee that are to be adopted must be approved by the Board and WECP prior to implementation.
 - 7. A person employed to perform secretarial duties in summer school shall be entitled to sick leave at the same monthly rate as persons employed to teach in summer school. Such sick leave, granted solely for use during the term of summer school, shall not be cumulative from year to year; neither shall it be added to other accumulated sick leave earned in the district; neither may accumulated sick leave resulting from other employment in the district be used for summer school absences. Other types of leave, except those which may be required by state or federal law, are not granted to summer school employees.
 - 8. WECP may establish a sick leave bank that may, after demonstration and explanation, be honored by the Board.
 - 9. The designated beneficiaries of bargaining unit members who pass away and completed at least 15 years of service will receive 15% of the member's accumulated but unused sick leave earned to date of death. Percentage will increase by 1% for each added year of service for a maximum of 25% after 25 years.
 - 10. Sick leave may not be used to act as a proxy for any other person for any purposes, such as allowing another person to attend to personal business or work.

B. PERSONAL LEAVE

1. All employees shall be granted up to three (3) days of paid personal leave each contract year. Each unused personal leave day shall be converted to one day of accumulated sick leave, which may result in an accumulated sick leave in excess of the maximum otherwise provided in this contract. Unused personal leave itself is, however, non-cumulative. Personal days are allocated to 12 month employees beginning July 1 of each year; August 1 for all others.
2. Paid personal leave days are provided for legitimate business, professional, personal, and family obligations an employee encounters that cannot be met outside the regular workday. Typical of these obligations, although not all inclusive are: court appearance, religious holidays, graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions, except business ventures for personal profit. The provision for paid personal leave is not to be used to extend holidays or recesses, for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, baby sitting (including grandchildren), or such activities as yard maintenance, or to attend business trips with one's spouse, or to attend a stockholder's meeting of a corporation.

Two (2) additional days of personal leave will be granted for the sole purpose of observation of recognized religious holidays, where observation of that religious holiday requires total abstinence from work by the employee. In the event, the employee, through his/her immediate supervisor will make arrangements to engage in compensatory professional activities to make up any days in excess of three (3) days of personal leave per year. Said make-up days may be made up in whole or in partial days within the school year. If at the end of the year, the employee, has unused personal leave days, the religious days will be charged against unused personal leave if the days have not been made up. If the days are not made up and if there are no personal days to be charged against, the employee shall be docked.

3. Applications for paid personal leave shall, except in emergencies, be made at least three (3) days prior to the date of such leave on a form provided by the Administration, which form shall require the employee to check the reason for the paid personal leave. Emergency is defined as an urgent matter that requires absence from work. So long as the paid personal leave is consistent with the purposes of this paragraph, requests for a single, non-consecutive day of personal leave shall be deemed automatically granted upon the request being submitted.
4. Requests for two (2) or more consecutive days, or for a day immediately preceding or succeeding a holiday, vacation, or recess, must specify the reasons and have the prior approval of the Superintendent.
5. Personal leave may be used, for full-time employees, in quarter- or half-day segments; for half-time employees in half- or full-day segments.

6. The Treasurer is specifically permitted to request such information on the personal leave form as may be needed to calculate the amount of leave time being requested.
7. Personal leave used in violation of these standards and criteria shall subject the employee to disciplinary action.
8. Personal leave may not be used for parent-teacher conference nights by any employee who is expected to attend and participate in such conferences. However, when a personal leave day is also used for the day of parent-teacher conferences, the employee may take personal leave during the conference evening and will be charged for use of an additional day of personal leave for the conference.

- C. **PROFESSIONAL LEAVE** - The Board will provide one (1) day of paid released time for professional growth to each bargaining unit member in his/her classification category. Professional growth days may not be used for social, recreational, or personal and/or occupational growth nor may they be used in conjunction with any other leave. Requests shall be approved on a first come/first serve basis, and once approved, cannot be rescinded.

The immediate supervisor may deny the professional growth day if it is not for valid reasons or if scheduling does not permit the employee's absence.

The Board will reimburse expenses and/or fees up to \$25 per day upon submission of receipts. Additional expenses or fees must be approved by the Superintendent.

- D. **UNPAID MATERNITY AND PATERNITY LEAVE ("CHILD REARING")**

1. Leave without pay for a period not to extend beyond one (1) year per request shall be granted to bargaining unit members requesting maternity or paternity leave (pregnancy or adoption of a child less than six (6) years old). The date established for the beginning of such leave shall be filed with the supervisor at least six (6) weeks prior to the beginning of the requested leave except that this provision may be waived by the Superintendent. No leave may last longer than a total of two (2) years and the minor portion of the requesting year.

If a bargaining unit member commences maternity leave/paternity leave during his/her personal contract year and has not completed one hundred twenty (120) days of service (including paid leave), that year shall count as the first year of two (2) years of eligibility. For purposes of this section and Section 3., post-delivery sick leave may be counted toward the one hundred twenty (120) day calculation only during a reasonable post-delivery recovery period as determined by the employee's attending physician, but no longer.

2. Reinstatement from such leave shall be at the beginning of the contract year, except where the Superintendent and the employee agree to a different time. (An employee may return immediately within thirty (30) days of delivery if there is reasonable cause.) Requests for reinstatement should be presented to the

Superintendent at the earliest possible date, but not later than three (3) months prior to the desired date.

3. Employees who commence a leave under this provision and who have completed one hundred twenty (120) days of service (including paid leave) from first day of continuous employment shall have their hospitalization premiums paid for a period not to exceed one calendar year. At the end of which time, the employee may continue such benefit under applicable federal law. While on leave the employee will be responsible for payment of his/her share of the monthly premium which would have normally been deducted from his/her pay for health care coverage.
4. While an employee is on unpaid maternity or paternity leave, the Employer will also pay its full share of premiums for term life insurance for a period not to exceed twelve (12) months. If this leave is extended beyond twelve (12) months, term life insurance may be continued for an additional twelve (12) months if the employee pays the monthly premium. Total coverage is not to exceed twenty-four (24) months.

The employee may continue his/her optional insurance if the employee pays the monthly premium for this coverage for up to twenty-four (24) months.

E. MEDICAL LEAVE

1. Upon written request of a regular contracted employee, the Board may grant a medical leave of absence for a period of not more than two (2) years. An employee who fails to return to work at the conclusion of his/her medical leave may be terminated.
2. When an employee is granted a medical leave, he/she will be paid the balance of his/her earned wages with appropriate deductions made for federal, state, and city tax, retirement costs, balance of Association dues, and any other deductions authorized by him/her.
3. The medical leave may be terminated by the employee by notifying the Assistant Superintendent in writing fourteen (14) days prior to his/her return to work. This statement of intent to return must be supported by a physician's signed certification permitting the employee's return to the regular work assignment.
4. While on medical leave, the employee shall cease to accumulate sick leave. The Employer will pay its full share of hospitalization premiums for a period not to exceed one year while the employee is on medical leave. Beyond one year, the hospitalization may be continued by the employee if the employee pays the premium directly to the group insurer; such arrangements are the responsibility of the employee. While on leave the employee will be responsible for payment of his/her share of the monthly premium that would have normally been deducted from his/her pay for health care coverage.

5. While an employee is on medical leave, the Employer will also pay its full share of premiums for term life insurance for a period not to exceed twelve (12) months. If medical leave is extended beyond twelve (12) months, term life insurance may be continued for an additional twelve (12) months if the employee pays the monthly premium. Total coverage is not to exceed twenty-four (24) months.

The employee may continue his/her optional insurance if the employee pays the monthly premium for this coverage for up to twenty-four (24) months.

F. CAREER AND JOB-RELATED LEAVE

1. Upon written request, the Board may grant a leave of absence for a period not to exceed two (2) years for education and training related to an employee's job.
2. The Board will not be obligated to allow the employee to return from leave until the expiration of the leave requested.
3. An employee may present to the Assistant Superintendent a proposal in writing to attend workshops, lectures, training courses, community college courses, or other forms of training, along with direct cost information (e.g., registration and instructional fees, tuition, books, and other related materials) on such courses or training. Such training must be related in some reasonable way to the employee's current job assignment. No Association workshops may be included. Upon approval by the Assistant Superintendent, and upon successful completion of training, the direct cost of such training shall be reimbursed by the district. In addition a one-time stipend of one hundred dollars (\$100.00) to three hundred dollars (\$300.00) shall be given to the employee, with the amount to be determined by the Assistant Superintendent, based upon the nature and length of the training received. The amount of the stipend shall be decided at the time the approval is given to take the training.

In the event the employer requires an employee to attend a training session, course, or seminar, the regular wage of said employee shall be paid, along with any direct employee costs involved in the training. If during an unpaid leave of absence the employee is gainfully employed, she/he will not be eligible for health insurance benefits through the Board and is not eligible for service credit in connection with the leave of absence.

- G. **LEGAL LEAVE** - Paid leave for legal requirements will be granted when a court order requiring an employee's presence as a juror or witness is issued, and is not to cover absence for traffic violations, business transactions, or summons for offenses. Legal leave also may not be used for the purpose of initiating non-employment related civil suits.

The employee will submit to the District Treasurer the amount of pay received from the court for serving as a juror, less expenses (e.g., mileage, meals and parking). For the purpose set forth herein, "full-time employee" shall include hourly and per diem employees.

H. **ASSAULT LEAVE** - "Assault" shall mean the causing of physical harm to an employee by any person when the employee charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code. Members of the bargaining unit who are absent from work due to a physical disability resulting from a physical assault on his/her person, when such assault occurs on district premises and during the course of the employee's performance of his/her duties as an employee of the district, or during the employee's attendance at any school event or activity at which such attendance by the employee is required or ordered by the district administration, or in the course of transporting students or material to or from said premises, shall be granted assault leave according to the following rules:

1. No more than ninety (90) working days per incident may be used for assault leave. The Board may require the employee to be examined by a physician appointed by the Board. An employee must apply for disability retirement when the assault leave reaches the sixty-first (61st) working day.
2. To qualify for assault leave, the employee shall furnish to the Board a certification from a licensed physician, stating the nature of the disability and its likely duration. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.
3. An assaulted employee, and any other employee who has knowledge that such an assault upon an employee has occurred, shall immediately report such assault to his/her immediate supervisor. In the absence of such immediate supervisor, a report shall be made to the building principal, to the Associate Superintendent for Instruction, the Assistant Superintendent, or the Superintendent. Such a report shall include all facts within the employee's knowledge regarding said assault.
4. An Assault Leave Form shall be completed by the employee before any assault leave shall be granted.
5. Assault leave shall not be cumulative from year to year.
6. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault. Payment under this provision shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 of the Ohio Revised Code.
7. Falsification of a statement for assault leave is grounds for suspension or termination of employment.
8. Assault leave shall not be charged against sick leave.

I. **WORKERS' COMPENSATION**

1. All employees covered under this contract are protected under the Ohio Workers' Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation. The administration shall assist any employee in filing a worker's compensation claim. An injured employee shall have the option of applying for Workers' Compensation or using accrued sick leave. The injured employee shall indicate to the Associate Superintendent for Business prior to the end of the pay period immediately subsequent to the injury, in writing, which option the employee has chosen, except where extenuating circumstances make this impossible.
3. An employee electing to use Workers' Compensation benefits in lieu of accumulated sick leave shall have hospitalization/major medical insurance provided by the Employer, at no cost to the employee, as provided for any other employee as described under the article on insurance elsewhere in this contract, for a period not to exceed one calendar year. Hospitalization beyond one year may be continued if the employee pays the premium directly to the district Treasurer. These arrangements are the responsibility of the employee and shall be paid on the date established by the Treasurer. Section 3 shall not be applicable in the event the district's insurance carrier prohibits it. The employee will be responsible for payment of his/her share of monthly premium, if any, which would have normally been deducted from his/her pay.
4. While an employee is on Workers' Compensation, the Employer will also pay its full share of premiums for term life insurance for a period not to exceed twelve (12) months. If an employee is on Workers' Compensation beyond twelve (12) months, term life insurance may be continued for an additional twelve (12) months if the employee pays the monthly premium. Total coverage is not to exceed twenty-four (24) months.

The employee may continue his/her optional insurance if the employee pays the monthly premium for this coverage for up to twenty-four (24) months.

5. If the employee chooses to apply for Workers' Compensation, there shall be no loss or interruption of sick leave and seniority. For purposes of vacation accumulation, a person who has completed the minimum number of days to qualify for an additional step on the salary schedule shall also be considered to qualify for appropriate accrued vacation for that year; a person who has not met this minimum number of days shall have vacation prorated according to the number of days worked.
- J. **LEAVE WITHOUT PAY** - No employee is entitled to leave of absence except as provided in the terms of this negotiated agreement, with the exception that, upon an application by an employee and the recommendation of his/her immediate

supervisor, a leave without pay for extraordinary personal circumstances that are not business venture, social, or recreational in nature as per Section 5., may be granted, upon the approval of the Superintendent or his/her designee. Such leave may be granted only when an employee has exhausted his/her personal leave and vacation, and reasons for the leave must be given. Such leave may be granted under the following rules:

1. It may be used only in whole-day increments; a day shall be defined as the employee's normal workday.
2. Such leave will be denied when there is a need for a substitute to be called and there is none available. The judgment of the immediate supervisor that a substitute is needed is final.
3. Such leave shall not be cumulative from year to year.
4. An employee does not have a vested right in leave without pay, i.e., no person is automatically entitled to such leave by virtue of his/her employment in the district.
5. Leave without pay is to allow for extraordinary circumstances that arise for an employee. It is not to be used simply for the employee's convenience. Prohibitions against use of leave without pay shall include, but not be limited to, real estate transactions or other activities related to an employee's business ventures, for the simple extension of a holiday or recess, for pursuit of sporting and recreational interests or hobbies, for other gainful employment, for shopping, or for legal actions in court unless summoned by a court to appear.
6. Requests for such leave should be submitted as soon as possible in advance of the effective date of the requested leave.
7. Paid leave must be used before unpaid leave is granted.
8. Leave without pay may be granted for the purpose of working at a polling place during an election.
9. Failure to obtain advance approval for a leave without pay shall be cause for disciplinary action if the leave is taken except in a provable emergency.
10. Requests for leave without pay must be submitted and approved in accordance with the district's Table of Organization. A request may be denied at any point in that Table.
11. Leave taken immediately before or after a holiday, vacation, or other break may cause additional deductions from pay, in accordance with other provisions of this collective bargaining agreement.
12. If leave without pay is beyond one (1) month, the employee will be responsible for payment of the monthly premium for his/her health care coverage at COBRA

rates from the effective date of unpaid leave. COBRA information will be sent to the employee as soon as notice of unpaid leave is received by the insurance office.

During this time, unless otherwise notified, the employee's term life insurance will be terminated. Coverage will be reinstated upon the employee's return to active work. If during an unpaid leave of absence the employee is gainfully employed, she/he will not be eligible for health insurance benefits through the Board and is not eligible for service credit in connection with the leave of absence.

K. MILITARY LEAVE

1. Military leave will be provided in accordance with O.R.C. 3319.085.
2. The Superintendent or designee shall review each application for military leave.
3. Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate administrator, the Treasurer, and a record shall be made for the applicant's personnel file.

L. FAMILY MEDICAL LEAVE ACT

1. A bargaining unit member is entitled to twelve (12) workweeks of Family Leave during any twelve (12) month period for purposes described in the "Family and Medical Leave Act of 1993" or subsequent amendments, i.e., such leave may be used for:
 - a. the birth of a son or daughter in order to care for the son or daughter;
 - b. the placement of a son or daughter with the employee for adoption or foster care;
 - c. to care for the employee's spouse, son, daughter or parent who has a serious health condition; or
 - d. to care for the employee's own serious health condition that renders the employee unable to perform the functions of the job.
 - e. such other purposes as federal law provides.
2. This leave shall be unpaid except to the extent that the employee has paid sick leave, personal leave, or vacation available.

The twelve (12) workweeks include the time on sick leave as provided above, unpaid "child rearing" leave, or unpaid medical leave.

3. Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.

4. All group health insurance benefits shall be maintained and paid for by the Board during the Family Leave as if the employee was not on leave.
 5. On return from Family Leave, the employee is entitled to be restored to the same position held when the leave began or to the most equivalent position if the same position is filled by another bargaining unit member as the result of a new hire or voluntary transfer.
 6. This Section is not intended to deprive an employee of any greater right contained in any other section of the contract or of state and federal law.
 7. An employee may not be gainfully employed with another employer, nor engage in self-employment while on FMLA or other sick or medical leave from the Willoughby-Eastlake City School District, unless a physician's certification is submitted confirming specifically that the employee is capable of the specific non-district work, but not able to carry out the functions of his/her district job; the employer also has the specific right to demand a physician's statement at any time and to require the employee to complete a medical examination by a physician appointed by the Board.
- M. **COMBINING TYPES OF LEAVES** – Employees may not combine two (2) types of leaves, except sick leave and medical leave, for the purpose of extending a leave without prior approval, which may only be granted under extraordinary circumstances. A true emergency, e.g., failure of a common carrier to maintain its schedule, negates the need for prior approval. Personal, medical and sick leave may be combined as necessary.

ARTICLE XV - COMPENSATION

- A. **SALARY** - Each employee shall be paid in accordance with the Classification Structure (Appendix A) and the hourly wage schedule (Appendix B) for each classification and title which shall be indexed.
1. There shall be a step differential between each step within each classification wage schedule as written in Appendix B. index.
 2. There shall be eight (8), ten (10), or twelve (12), steps within each classification--depending on the Class.
 3. The hourly rate for the payroll period effective on the first workday of each employment year for each classification shall be on the indexed wage schedule on the attached appendices using the following Base 1.00 (Class II-B/Step 0):
 - a. 2010-2011 - base wage -- \$ 15.41 (1%) on Appendix B-1
 - b. 2011-2012 - base wage -- \$ 15.41 on Appendix B-2
- B. **PLACEMENT** - Each employee shall be placed on the appropriate step on his/her salary schedule.
1. Full credit shall be given for all bargaining unit experience. Previous experience outside the district may be evaluated and credit for such experience may be granted for placement on the salary schedule, to a maximum of five (5) years, at the discretion of the Board. In the event a person previously employed within the district but outside of this unit becomes a member of this unit, his/her previous experience with the district shall also be evaluated, and credit shall be given for all his/her experience--provided the experience was as a half-time or more employee.
 2. When a promotion occurs, i.e., the employee moves into a position whose base wage is greater than the employee's current wage base, all years of district and credited prior experience shall be counted when determining the step on which the promoted employee shall be placed.
 3. No employee may receive a reduction in his/her pay rate when transferred, promoted, or his/her classification becomes a bargaining unit classification.

- C. **LONGEVITY** – Accumulative longevity increments per hour shall be as follows, to be paid for the same number of hours as the employee's contract year:

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
After: Ten (10) years of service:	.30	.31	.31
Fifteen (15) years of service:	.30	.31	.31
Twenty (20) years of service:	.30	.31	.31
Twenty-five (25) years of service:	.30	.31	.31
Thirty (30) years of service:	.30	.31	.31
Thirty-five (35) years of service:	.30	.31	.31

Longevity payments shall take effect on the first day of the employment year in which the employee is eligible for such payments, provided the anniversary date of the employee is on or before December 31 of that year, otherwise the payments shall begin the next succeeding employment year effective date. Any member receiving the monthly increment will move to the hourly longevity increment payout at the time that the month and hourly rate become equal.

D. **PAYROLL**

1. Each employee shall be paid semi-monthly. Commencing April 6, 2007, payday's will be on the 6th and 21st of each month, for a total of twenty-four (24) pays in each contract year. If the 6th or 21st falls on a weekend or holiday, pay will be issued on the previous working day. If the 6th or 21st falls on a Monday holiday, pay will be issued on the next day.
2. **WAGE EFFECTIVE PAYROLL DATES**
 - a. The hourly wage rate and step adjustments for twelve (12) month employees shall be effective on July 1 of each year and shall be reflected in their first payroll period on or after July 1. Pay shall be for actual hours worked in the previous biweekly pay period.
 - b. The wage rate and step adjustments for all other employees shall be effective on each employee's first workday of each school year and shall be converted for each employee into an Estimated Annual Salary based on the employee's contractual days and hours for that employment/school year which shall be paid in twenty four (24) semimonthly installments commencing on the first pay date for employees returning in late August/September on or after their return.
 - c. Normally, summer pay will continue through August. Upon application by the employee prior to May 15 and approval by the Superintendent, summer pay (July and August) shall be accumulated and paid with the second pay in June.
3. In no case may an employee miss a pay period paycheck or be expected to work additional days in order to receive it.

- E. **SUMMER SCHOOL** – Any WECP member may bid on a seniority basis for summer school work. However, preference may be given to a person who has been in such position previously. Summer school assignments are not to be in conflict with their regular assignments. They shall be paid at the Class II-D (0) hourly pay rate.

- F. **SUPPLEMENTAL CONTRACT PAY** - Pay for performing supplemental duties in lieu of a teacher shall be at the teacher pay rate. The employee shall have the option to be paid in full at the end of the activity or to be paid in equal installments with each payroll beginning with the second full pay period after the contract is signed. Payment in full shall be in the next pay period paycheck at the end of the activity in a separate check. The withholding tax rate shall be at the federally mandated rate for all supplemental pay. Employees may be required to report actual hours worked in such positions.

ARTICLE XVI - INSURANCES

A. ELIGIBILITY

1. Those employed before August 31, 2006 for a minimum of twenty (20) hours per week shall be eligible for a medical, drug, dental, vision and life insurance plan. For Employees who commence initial employment with the Board on and after September 1, 2006, eligibility for participation in the health insurance program will require regular employment of (20.00) twenty to (24.99) hours per week for single coverage with payment of 35% by the employee of the fully insured equivalent cost; between (25.00) twenty-five and (29.99) hours per week for single coverage with payment of 15% of the fully insured equivalent cost, and at least (30) thirty hours per week for single, single plus one or family coverage with monthly contributions of (\$14.00) fourteen dollars, (\$25.00) twenty-five dollars, or (\$30.00) thirty dollars per month for the plan selected.

Those employed after September 1, 2006 between twenty (20.00) and twenty-nine (29) hours per week may purchase family coverage by paying the (100%) full costs of the family coverage (fully-insured equivalent) minus the Board's contributions for single (65% or 85%) for the desired coverage.

Full-time employees shall not be reduced in work hours solely for the purpose of removing them from eligibility for hospitalization; however, if a vacant position is reduced in hours before it is filled such a reduction shall not be considered as having been for the purpose of eliminating eligibility.

For the purposes of this contract, "the term 'full insured equivalent rates' is the same term as the term "premium", and refers to each item of coverage, i.e., medical, prescription drug, dental, vision, and hearing.

2. The administration shall provide all new employees with insurance enrollment applications along with their contracts to be filled out immediately. It is expected that this procedure will guarantee automatic coverage without a medical examination. After thirty-one (31) days of employment, evidence of insurability is required. Such medical examination shall be at the employee's expense.
3. In the event an employee who has waived district coverage to enroll in their spouse's insurance loses insurance because the employee's spouse loses his/her insurance coverage due to a layoff, death, etc., the employee may enroll in the district's insurance program, as provided by law. If the employee has received the insurance "waiver" provided elsewhere in this article, such waiver shall be reimbursed to the district.
4. Long-term substitutes are not eligible for health insurance benefits until they have completed ninety (90) work days in the position and must pay, via payroll deduction, 100% of the fully insured premium for the desired coverage; they shall not be eligible for life insurance. When a substitute feels she/he has met the requirement for insurance coverage, she/he should advise her/his supervisor.

- B. **COVERAGE** - The SuperMed Plus preferred provided Plan (PPO) as described in the appendix to this agreement shall be considered the "base plan", with any other medical plan(s) as the "optional plan". The District agrees to continue the coverage set forth in either plan, and is not obligated to commit to provide that coverage through a plan bearing that name or the same carrier. Employees electing to participate in the optional plan shall pay, in addition to the contributions set forth below, 100% of the annual difference in cost between the optional plan and the base plan for coverage (single, couple or family) selected. Employees initially hired on or after September 1, 2004 shall be initially enrolled in the Medical Mutual Super Med Plus Plan or its successor. The Board shall provide each employee and dependents with the health plan benefits shown in various plans as specified in the appendices to this Agreement. (The Board reserves the right to select the carrier for each plan).

Effective November 1, 2010 employees eligible for insurance coverage as established in paragraph (A)(1) above shall pay, via payroll deduction, the following monthly amounts shown below:

<i>Plan</i>	<i>Enrollment</i>	<i>Monthly Charge</i>	<i>MONTHLY Dental Charge</i>
<i>Single</i>	227	\$20	\$5
<i>Single + 1</i>	224	\$30	\$20
<i>Family w/1 dep.</i>	98	\$30	\$30
<i>Family w/2 dep.</i>	166	\$40	\$30
<i>Family w/3 dep.</i>	81	\$50	\$30
<i>Family w/4 dep.</i>	12	\$60	\$30
<i>Family w/5 or more dep.</i>	4	\$70	\$30

Effective November 1, 2010, dependent coverage shall be subject to requirements of federal and state law.

1. The Board shall purchase an individual preventive dental insurance plan for each employee. Monthly charges for the dental program are noted in the table above.
2. It shall provide: one hundred percent (100%) UCR with no deductible on covered preventive dental expenses and eighty percent (80%) UCR on essential and complex services after a twenty-five dollar (\$25.00) per person per calendar year deductible has been met, and orthodontia lifetime maximum at \$1,000; 60% UCR.
3. **PRESCRIPTION DRUG** – The Board shall provide a prescription drug program for both single and family. The program shall pay the full cost of prescriptions with the co-pays: Effective September 1, 2007, the retail co-pay shall be thirty dollars (\$30) for multi-source brand name, fifteen dollars (\$15) for single source brand name and ten dollars (\$10) for generic, with mail order for a ninety (90) day supply at fifteen dollars(\$15). Maintenance drugs may be obtained via mail order. The prescription drug policy chooses a generic mandate. If the member

or spouse or dependent chooses a brand-name drug when a generic is available, the employee will pay, in addition to the co-pay set forth above, the full difference in cost between the generic equivalent and the name-brand drug selected, regardless of any "dispense as written" notation by the physician or the patient's personal preference, absent documented medical necessity.

4. The Board shall provide a vision care program for both single and family and pay the full costs of same and any increase thereof. The fee schedule shall be as follows:

Eye Exam	\$50
Lenses Single Vision	\$45
Bifocal	\$55
Trifocal	\$65
Frames	\$75 every two (2) years
Contact lenses	\$80 reimbursement annually

- C. Term life insurance will be carried on the lives of all employees in the amount of fifty thousand dollars (\$50,000.00).
 1. Term Life Insurance may be converted without physical examination within thirty (30) days of leaving the system, or upon attaining the age of sixty-five (65).
 2. Any insured having a spouse working full-time in the system and who has him/her insured under the family plan will also have \$50,000 life insurance on that spouse as well as on himself/herself.
 3. An employee shall have an option to purchase an additional block of ten thousand dollars (\$10,000.00) of life insurance at the employee's cost at the group rate.
- D. Any employee, who is covered by his/her spouse's family health coverage in Section B., 1., or B., 3., may annually waive his/her coverage in writing and receive a cash "waiver bonus" (\$1,000 to \$2,000 per year based on participants). (This option does not include situations where both spouses are Willoughby-Eastlake employee for those commencing employment with the 2006-2007 school year.) The waiver must clearly explain the procedure for enrollment if spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually (November) thereafter. The waiver is contingent upon the employee paying back all waiver dollars to the Board if they rejoin the plan for any reason during that year on a prorated basis. There shall be no insurability question if the employee enrolls in November or if he/she enrolls within ninety (90) days of the loss of coverage. WECP shall receive a copy of each signed waiver.
- E. The Board will designate one non-management person who works under the authority of the Assistant Superintendent, or may contract with a non-district employee, whose number one priority will be to work specifically on employee concerns and problems in relation to the designated insurance carrier. This person will facilitate such meetings of employees and/or association representatives with

representatives of the insurance carrier as WECP may request, assist employees with their claims, and handle problems by dealing with the carrier on behalf of employees. Said person shall meet with WECP/OEA representatives as requested by an individual employee through WECP for the purpose of reviewing the status of claims and claim problems. The confidentiality of the employee's information shall be guaranteed by both the Board and WECP.

- F. During the term of this contract, a committee consisting of WECP-appointed representatives and other employee representatives and administrators will meet to study the insurance coverage program. The committee may examine alternative coverages, delivery mechanisms, and costing, and for such purposes as designing and promoting a wellness program and educating employees about insurance programs.
- G. When a District employee's spouse is eligible for and enrolled in a health insurance plan with his/her employer or retirement provider, that plan will be considered primary coverage for the spouse. The spouse is eligible to enroll in the District's plan at no added cost for secondary coverage. Should the District employee's spouse elect not to obtain/participate in their employer's or retirement provider's coverage, the District employee shall pay an additional \$85 per month for family health coverage, in addition to any other contributions otherwise due. Should the spouse elect their employer's coverage or retirement provider, that coverage would be primary. This provision shall take effect on November 1, 2006 and thereafter on the day the spouse becomes eligible for coverage or on the day the employer or retirement provider of the spouse first provides for enrollment in its health plan. This provision shall not apply when the spouse is required by her/his employer to pay more than 50% of the premium cost of their employer's or retirement provider plan. In the event that the spouse loses coverage with her/his employer, the spouse of the district employee may re-enter the district's health insurance plan, beginning with the date of the loss of such coverage. Employees will be required to annually verify their spouse's eligibility for coverage in the plan of the spouse's employer or retirement provider. Any employee providing false or inaccurate information will be required to repay the Board at the rate of \$85 per month for each affected month and will be subject to discipline, including suspension without pay and possible contract termination.
- H. The Board shall adopt a Section 125 plan for the tax sheltering of employee premium contributions.

ARTICLE XVII - RETIREMENT/SEVERANCE

A. SEVERANCE PAY

1. At the time of retirement from the Willoughby-Eastlake Public Schools, the retiree shall receive severance pay at the per diem rate for the actual number of unused sick leave days credited* to the employee in accordance with Article XIV, Section A, at the actual time of retirement as follows:

Thirty percent (30%) of 260 unused sick days plus converted personal days. For purposes of severance pay eligibility, unused personal days that are converted to sick leave in accordance with Article XIV (B)(1) shall count for severance pay credit.

2. Payment of severance will be made in one lump sum, and the rate of pay will be that of the highest daily rate of the employee's highest year in the preceding ten (10) years. Eligibility for a valid claim is dependent upon written evidence from the state retirement system, within one calendar year of retirement from the district, that the retiree is receiving retirement checks from the specific state retirement system.
3. Payment will be made within sixty (60) days of the effective date of retirement.
4. Severance pay shall be made only once to any bargaining unit member.
5. If an employee dies after retiring in accordance with these provisions, but prior to submission of eligibility evidence or receipt of all severance amounts to which she/he is entitled, the severance pay shall be paid to the most recently named beneficiary as submitted in writing to the Board Treasurer prior to the employee's death.

B. RETIREMENT INCENTIVE PLAN (RIP) - Any employee who is currently eligible for retirement with School Employees Retirement System (SERS), or becomes eligible shall be entitled to a retirement incentive in the amounts as listed under the articles of this program.

1. **QUALIFICATION REQUIREMENTS** - The employee must meet all of the following criteria:
 - a. Be under contract and a member of the bargaining unit as defined in Article I of this Agreement at the time of application.
 - b. Have completed a minimum of ten (10) years of service in the Willoughby-Eastlake City School District.
 - c. Be eligible to retire under SERS requirements.
 - d. Retire within the first year, or second year, of becoming eligible to retire under SERS requirements.

- e. Any employee previously eligible for this incentive bonus shall be deemed eligible to participate in this program for retirement effective July 1, 2007.
 - f. Retirement must be effective on or before July 1 (twelve month employees) or August 1 (all other employees) of either the first or second year of eligibility.
 - g. For the 2006-2007 contract year, an employee must file a letter of intent under this plan by March 1. In the second and third year of the contract an employee must submit a letter of intent at least ninety (90) days before the date of retirement, by submitting a letter of resignation for the purpose of retirement to the Personnel Department contingent on actual SERS approval of retirement.
2. **INCENTIVE PROVISIONS** - Employees eligible to retire under the preceding qualifications shall receive \$5000.00 if they retire in accordance with the guidelines of this program by July 1 of their first year of eligibility. Eligible employees who choose not to retire in the first year of their eligibility may retire by July 1 of their second year with an incentive of \$2500.00. Employees who are eligible and who elect not to retire within their first two (2) years of eligibility will not be eligible to receive any retirement bonus. However, if ten (10) or more members retire during the 2006-2007 year the retirees shall receive \$7500.00 plus 50% of accumulated leave days (max 260 days) not to exceed 130 days.
3. **PAYMENT PROCEDURES** – In the event ten or more members retire during the 2006-2007 school year, beginning in January of the next three (3) succeeding years the payments will be issued in three equal installments, however, if there are less than 10 members retiring during the 2006-2007 school year, beginning in January of the next two (2) succeeding years payments will be made with 60% paid on the first payment and 40% of the total in the second payment. Should an employee die before receipt of all retirement incentive bonus amounts to which she/he is entitled, the remaining amounts shall be paid to the most recently named beneficiary as submitted in writing to the Board Treasurer prior to the employee's death.
4. **PROGRAM EXCLUSIONS** - The following conditions will cause a bargaining unit member to be ineligible to participate in this retirement incentive program:
- a. Terminated, nonrenewed, or resigned prior to September 1, 2006.
 - b. Failure to meet deadlines as listed in this agreement.
 - c. Currently retired and/or receiving retirement benefits from SERS.
5. Any bargaining unit member who has been elected and is serving in an elected association (NEA/OEA/NEOEA/WECP) officer position shall have his/her first and/or second year of eligibility deferred while serving in the position.

6. For retirements effective July 1 or August 1, 2007, a bargaining unit member shall be deemed initially eligible to participate in this program provided he/she is eligible for receipt of retirement benefits from SERS.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF THE
WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT
AND
THE WILLOUGHBY-EASTLAKE CLASSIFIED PERSONNEL**

The Board of Education of the Willoughby-Eastlake City School District (the "Board") and the Willoughby-Eastlake Classified Personnel (the "WECP") hereby agree that the following paragraph C. is hereby added to the provisions of Article XVII of the collective bargaining agreement between the parties that is effective as of September 1, 2004.

In addition, the parties also hereby agree that the provisions contained in this Memorandum of Understanding that require the establishment of a 403(b) Plan to provide for the deferral of a retiring employee's severance pay shall be applied with respect to any employee who meets the following requirements: (i) on or after the date of this agreement and prior to September 1, 2004, the employee retires from employment and thereby becomes entitled to severance pay under the terms of Article XVII of the collective bargaining agreement between the parties that is effective prior to September 1, 2004, and (ii) the employee's last day of employment is in or after the calendar year in which the employee is or will be age 55.

The following are the provisions that are to be added to the collective bargaining agreement that is effective as of September 1, 2004:

C. SEVERANCE PAY DEFERRAL PLAN

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the AIG VALIC Document (the "403(b) Plan") with terms that comply with the requirements of this Paragraph C.
2. Participation in the 403(b) Plan shall be mandatory for any employee who meets all of the following requirements:
 - a. The employee is employed on or after the date of the adoption of the AIG VALIC Plan.
 - b. The employee retires and is thereby entitled to severance pay under Paragraph A. or Paragraph B. of this Article
 - c. The employee's last day of employment must be in or after the calendar year in which the employee is or will be age 55.
 - d. The employee will be receiving more than \$1,000.00 in severance pay.

3. The terms of the 403(b) Plan shall include the following:
 - a. If a retiring employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment of severance pay under Paragraph A. and/or Paragraph B. of this Article, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to:
 - (i) The employee's severance pay under Paragraph A. of this Article; and
 - (ii) Any retirement incentive bonus that an employee becomes entitled to pursuant to Paragraph B. of this Article.
 - b. Payments shall be made to the 403(b) Plan within the timeframes described in Paragraphs A. and B. of this Article regarding the payment of severance pay; provided, however, if the payment amount for any calendar year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over to the subsequent year and then paid into the 403(b) Plan.
4. An employee who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package; and unless and until an employee does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the employee.
5. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the employee in accordance with the terms of the 403(b) Plan.
6. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.
7. Any employee who is entitled to severance pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Paragraphs A. and B. of this Article. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy. Establishment of the 403(b) Plan shall not in any way affect the establishment of and maintenance of the health reimbursement arrangements, as may be required under Paragraph B. above.
8. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board, nor the WECF guarantee any investment or tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to an employee.

RETIREMENT ANNUITY PLAN APPROVAL

Margaret Bowman
President of the Board

Sharon Readence
WECP President

Neil Mool
Superintendent

Kim Lane
WECP Chief Negotiator

C. Reinhardt
Treasurer

Pam Osei
WECP Negotiations Chairperson

2-7-11
Date

2-7-11
Date

ARTICLE XVIII - LABOR/MANAGEMENT RELATIONS COMMITTEE

The Association President is encouraged to meet with the Superintendent or his/her designee to discuss the concerns of this bargaining unit. In addition, either the Association President or the Superintendent shall have the authority to ask for a meeting of a labor/management committee to resolve bargaining unit specific problems. Said meetings shall be scheduled at mutually convenient times.

ARTICLE XIX - SEVERABILITY

This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4417.10 (A), Ohio Revised Code), including all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Employer which may conflict herewith. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be terminated automatically, but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) days after a final determination as stated above, to bargain over the impact of such a determination, to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the dispute settlement procedure set forth elsewhere in this agreement shall be utilized to resolve the dispute.

ARTICLE XX - FORM, EFFECT, AND DURATION

- A. The Contract Booklet with appendices contains the entire agreement between the parties. It shall be entitled "Contract between the Willoughby-Eastlake Board of Education and the Willoughby-Eastlake Classified Professionals, 2010-2012".
- B. It is recognized that there are other Board policies and regulations and that the Board has the legal authority to adopt such policy, but this Contract shall govern if there is any conflict. The parties further recognize the duty of the Board to bargain any provision of a proposed policy or regulation that is a mandatory subject of bargaining.
- C. The provisions of this Contract are effective as of September 1, 2010, and shall continue in full force and effect until August 31, 2012, except as otherwise provided.
- D. Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and made subject to and consistent with the terms of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling.
- E. It is understood that both the individual employee and immediate supervisor are responsible for carrying out and following the specific and implied terms of this Contract.

Margaret B Warner
President of the Board

Sharon Peardence
WECP President

Keith Muth
Superintendent

Sam Lane
WECP Chief Negotiator

Ch Reinhardt
Treasurer

Sam Ceppi
WECP Negotiations Chairperson

2-7-11
Date

2-7-11
Date

In-Service Opportunities:

MEMORANDUM OF UNDERSTANDING

To facilitate better employee performance, the District shall offer round-table in-service programs and other in-service programs for voluntary, after scheduled work hours attendance and shall continue to offer computer classes and opportunities for individual employees to take part in in-service programs.

A committee composed of three representatives appointed by the WECP President and three representatives appointed by the Superintendent shall meet to identify and make recommendations of one or more personality inventory tests to be used in the job bid procedure process under Article XIII.

Time and Stress Management

MEMORANDUM OF UNDERSTANDING

1. The District shall continue to offer training programs, including sessions addressing time and stress management, which employees may voluntarily attend after work hours.
2. The District shall continue to consider the advisability of rotating the location of programs among different buildings.
3. Before the District reallocates personnel to different locations, the Superintendent or designee shall discuss the reallocation with the WECP President.

Buzzer Options, Training, Equipment, and Ratios

MEMORANDUM OF UNDERSTANDING

Each building principal shall cause the buzzer entry/access system to be deactivated during periods where many people are arriving at the building, for example, the arrival of parents and relatives for a scheduled school program.

The District will explore the possibility of setting up a cooperative program with RSVP and parent volunteers for such persons to assist in monitoring the buzzer access system during school hours.

The District will continue to review and possibly change the location of cameras and monitors.

The District understands the concerns regarding guidance secretary staffing at South High School and will explore possible solutions.

The administration will assess computer and workstation status and needs throughout the District. The administration will continue to explore alternative funding/donation sources for equipment. The administration, WECP and WETA, through the Assistant Superintendent and Presidents, will form a committee to examine the viability of implementing a voice mail system for the District and will develop guidelines for use of any such system by WETA and WECP members, administrators parents and community members.

A committee composed of three (3) members appointed by the WECP President and three (3) members appointed by the Superintendent shall be formed to review student enrollment and staffing ratios. The committee will consider ratios by building level considering regular education and special education students and staff. The committee shall commence its activities by the close of the 2001-02 school year and shall submit its report and recommendations to the WECP President and Superintendent by September 2002.

Job Descriptions

MEMORANDUM OF UNDERSTANDING

A committee of at least two (2) WECP members and two (2) Administrators, for each job description, will meet to review and update Job Descriptions as posted in the district's Policy Book. The purpose of these committees is to clarify duties of each position and not intended to add responsibilities to positions.

Paraprofessionals

MEMORANDUM OF UNDERSTANDING

In the event the state or federal government requires one or more current classroom aides to become paraprofessionals, as such mandates define such job titles/functions, a committee of administrators and WECP members shall write a plan to deal with this issue.

The plan shall address such issues as:

1. Specifications of impartial persons who are required to change job titles;
2. How and when impacted persons shall meet the requirements (timelines for conversion);
3. Procedures to deal with employees who cannot or will not agree to meet the requirements;
4. Wage implications of job title changes;
5. Alterations in job descriptions as may be needed.

Testing

MEMORANDUM OF UNDERSTANDING

A committee composed of representatives of WECP and the Administration shall meet to discuss implementation of testing procedures to secure qualified applicants for entry into the district and promotional openings. It is the desire of this group to establish a uniform test no later than April of 2007.

Printer

MEMORANDUM OF AGREEMENT

Effective September 1, 2009 the position of printer shall be eliminated from the bargaining unit represented by WECP. The incumbent employee shall be transferred to a temporary position of secretary to the transportation and maintenance departments; that position shall be paid at the "B" rate. The temporary position of secretary to the transportation and maintenance departments shall be eliminated when another 12 month position in the B pay group becomes vacant and the incumbent employee is transferred to fill that vacancy or until the incumbent employee bids into a different position, whichever comes first.

MEMORANDUM OF UNDERSTANDING

DRUG-FREE WORKPLACE

- A. The Association and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Association and all students that the District be a drug and alcohol-free work place. The Association and Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.
1. The Association further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.
 2. The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term "illegal drug usage" or "illegal drug abuse" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug.
 3. Before any reasonable suspicion testing program commences, at least four administrators appointed by the Superintendent and eight members appointed by the WETA President and WECP President shall attend training offered by the Ohio Bureau of Workers' Compensation in the detection and prevention of abuse of drugs or alcohol paid by the Board.
 4. Employees may be tested for abusive illegal drug usage of drugs or alcohol where there are reasonable grounds to believe that the employee to be tested is abusing illegal drugs. Before an employee may be directed to reasonable grounds testing, a committee composed of at least two appropriately trained administrative personnel will consider the specific, objective facts which raise reasonable concerns regarding illegal drug abuse and will meet with an appropriately trained WETA/WECP member appointed by the WETA/WECP President to review and discuss those facts and inferences. Such facts and inferences may be based upon, but are not limited to, any of the following:
 - a. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.
 - b. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance or alcohol abuse and does not appear to be attributable to other factors.

- c. The identification of an employee as a focus of a criminal investigation into unauthorized drug possession, use or trafficking.
 - d. Repeated or flagrant violations of the Board's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use or substance use that may violate the Board's drug free workplace policy and do not appear attributable to other factors.
4. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the Board's business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board's business, or within the scope of employment, and which results in any of the following:
 - a. A fatality of anyone involved in the accident.
 - b. Bodily injury requiring off-site medical attention away from the employer's place of employment.
 - c. Vehicular damage in apparent excess of \$2500, or
 - d. Non-vehicular damage in apparent excess of \$2500.
5. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing shall be disciplined up to and including discharge.
6. Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register" and paid by the Board.
7. Guidelines and Additional Requirements -- Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as set forth in the Federal Register and at Board expense. In addition to the "Guidelines," urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in 8.b. All alcohol testing will, as a minimum, include the use of: evidential-grade breath alcohol analysis devices." Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in 8.b.

8. Testing Positive

- a. In the case of a "positive" test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
- b. An employee testing "positive" will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is "negative" the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.

9. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures will be encouraged to may accept a referral to such a Program.

10. Discipline

- a. Confirmation – No adverse action or discipline will be taken against any employee on the basis an unconfirmed "positive" result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.
- b. Grievance Procedure – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

11. The Board shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Board.

12. Subject to the provisions of this policy, employee confidentiality shall be maintained.

13. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

MEMORANDUM OF AGREEMENT
BETWEEN
WILLOUGHBY-EASTLAKE CLASSIFIED PROFESSIONALS
AND
WILLOUGHBY-EASTLAKE BOARD OF EDUCATION

This Memorandum of Agreement is made by and between the Willoughby-Eastlake Classified Professionals and the Willoughby-Eastlake Board of Education.

WHEREAS, the Willoughby-Eastlake Classified Professionals (WECP) and the Willoughby-Eastlake Board of Education (Board) are parties to a Collective Bargaining Agreement (Agreement) effective September 1, 2006 through August 31, 2009; and

WHEREAS, the Agreement contains a provision for providing the members of WECP with payment procedures for their severance pay-out Article XVII, Section B. 3; and

WHEREAS, both the WECP and the Board have had discussions and share an interest in changing the pay-out procedures for retirement; and

WHEREAS, the parties have mutually agreed to the following:

1. WECP members that retire from the District shall receive 100% of the retirement/severance pay-out no later than 60 days following their effective date of retirement.

NOW AND THEREFORE, the parties mutually agree to the above criteria for severance pay-out procedure by placing their signatures on the line provided.

For The Association:

For The Board:

Sharon Readence 1/4/08
WECP President Date

Kell Mada 1/4/08
Superintendent Date

Jim Lane 1/4/08
Labor Relations Consultant Date

C. Reinhart 1/4/08
Treasurer Date

MEMORANDUM OF UNDERSTANDING

Retirement/Severance

As a result of four members retiring on or before July 1, 2007 and at least four additional members retiring by December 1, 2007, the following retirement incentive/severance package will be instituted for the duration of this contract:

Employees eligible to retire under the SERS/Willoughby Eastlake Schools qualifications and retiring in their first year of eligibility shall receive \$7500.00 and 50% of all unused leave days up to a maximum of 260 days (130 days). Those retiring in their second year of eligibility shall receive \$2500.00 and 50% of unused leave days up to a maximum of 260 days (130 days).

If the employee does not retire during the first or second year of eligibility the employee will receive 30% of all unused leave days upon retirement.

The Board of Education will pay the retirement incentive and severance pay in two payments beginning January of the next two succeeding years, with 60% paid on the first payment and 40% of the total in the second payment.

Kevin Miller
Superintendent

Kathleen Churchill
WECF Negotiations Chair

3/27/07
Date

3/27/07
Date

APPENDIX A - CLASSIFICATION STRUCTURE

1. Classifications of employees in this unit shall be as shown below, beginning with the effective date of this Contract:

CLASSIFICATION CATEGORY	POSITION TITLES	SALARY SCHEDULE
I (AIDES)	Elementary Library Assistance	A
	Pre-School Assistant	A
	Educational Assistant	A
II (SECRETARIAL SERVICE)	Administrative Secretary	B
	Board Office Secretary	B
	Clerical Assistant	A
	Executive Office Assistant	E
	General Secretary	B
	Guidance Secretary	B
	Insurance Coordinator	G
	Principal's Secretary	D
	Secretary to the Director of Buildings & Grounds	C
	Secretary to the Director of Transportation	C
	Secretary to the Director of Nursing	D
	Special Education Secretary	B
	Switchboard Operator/Receptionist	B
III (COUNSELOR/ INSTRUCTOR)	Pre-School Instructor	D
	Project Assistant	B
	Family Liaison	E
IV (ACCOUNTING SERVICES)	Accounts Payable Bookkeeper	D
	Federal and State Bookkeeper	D
	General Bookkeeper	E
	Payroll Secretary	D
	Student Activities Bookkeeper	E
V (TECHNICAL SERVICES)	Computer Systems Operator	G
	Computer Programmer	G
	Computer Programmer Analyst I	I
	Computer Programmer Analyst II	J
	Computer Technician	B
	Computer Technician I	I
	Computer Technician II	J
(TECHNICAL SERVICES)	Information Systems Specialist	E
	Systems Technician	J

2. a. Upon the effective date of this agreement, additional classifications and changes in classifications, if needed, may be established for present or new positions by the Employer, provided the establishment of these classifications and/or modifications is consistent with the current contract provisions. The Employer is charged with setting a wage rate for such new or changed classifications, which wage rate and classifications shall be consistent with the format of and amount of the wage rate for comparable existing classifications.

The Association retains the right to challenge the new classifications, modifications, and wage rate set by the Employer. Such challenge shall be presented to the Employer within seven (7) working days of the announcement of such classification(s) to WECP. The challenge shall be resolved by good faith negotiations. If the negotiations fail to result in agreement, the matter shall be submitted to arbitration in accordance with the provisions of Article II of this Agreement within seven (7) working days from the time negotiations reach impasse. Adjustments, if any, shall be retroactive to time of change. Upon agreement or arbitral ruling, the Contract shall be amended to incorporate such changes.

- b. When a member is reclassified by the Employer, his/her new pay rate will become effective not later than the date of his/her classification.

**APPENDIX B - 1
WILLOUGHBY-EASTLAKE CLASSIFIED PROFESSIONALS
SALARIES
2010-2011**

	A	B	C	D	E	F	G	H	I	J
0	15.00	15.41	16.25	17.20	21.07	19.11	19.66	29.22	29.63	32.59
1	15.47	16.23	16.80	17.75	21.45	20.06	20.57	29.46	30.07	33.08
2	15.95	16.79	17.36	18.31	21.80	21.01	21.49	29.70	30.48	33.54
3	16.40	17.61	17.91	18.86	22.16	21.97	22.41	29.94	30.90	33.99
4	16.89	17.90	18.46	19.41	22.52	22.93	23.32	30.19	31.32	34.46
5	17.36	18.45	19.01	19.95	22.87	23.89	24.22	30.42	31.74	34.92
6	17.84	18.99	19.56	20.52	23.25	24.85	25.16	30.67	32.18	35.50
7	18.30	19.55	20.12	21.06	23.63	25.82	26.07	30.90	32.62	35.88
8	18.77	20.10	20.67	21.61	23.99	26.77	26.98	31.15	33.907	36.37
9		20.64	21.22	22.19	24.36					
10		21.21	21.76	22.72	24.72					
11					25.09					
12					25.44					

A	B	C	D	
Clerical Asst ⁵ . Elem. Library Asst. Pre-School Asst. Education Asst.	ABLE Secretary Administrative Sec. Board Office Sec. Computer Technician Gen. Office Secretary Guidance Secretary Project Assistant ¹ Special Education Sec. Switchboard Operator	Sec. To Bldg. Grnds Mgr. Sec. To Transportation Mgr.	Acct. Payable Bkbp Fed/State Bkbp Payroll Secretary Preschool Instructor Principal's Secretary Sec. To Dir. Nursing	
E	F	G	I	J⁴
Executive Off. Asst. Family Liaison ² General Bkbp. Info. Sys. Specialist Student Acty Bkbp	Project Asst. ³	Comp Oper. Comp Pmgr. Insurance Coor.	Comp. Tech I Comp. Pgm. Anal. I	Comp. Tech II Comp. Pgm. Anal II Systems Technician

Footnotes

1. Hires after 8/1/01
2. Ten month contract effective 2001-02
3. Hires before 8/1/01
4. New hires to Step 0 with degree and 5 years non W-E experience.
5. The clerical assistant position in pupil services shall be a 12 month position.

APPENDIX B - 2
WILLOUGHBY-EASTLAKE CLASSIFIED PROFESSIONALS
SALARIES
2011-2012

	A	B	C	D	E	F	G	H	I	J
0	15.00	15.41	16.25	17.20	21.07	19.11	19.66	29.22	29.63	32.59
1	15.47	16.23	16.80	17.75	21.45	20.06	20.57	29.46	30.07	33.08
2	15.95	16.79	17.36	18.31	21.80	21.01	21.49	29.70	30.48	33.54
3	16.40	17.61	17.91	18.86	22.16	21.97	22.41	29.94	30.90	33.99
4	16.89	17.90	18.46	19.41	22.52	22.93	23.32	30.19	31.32	34.46
5	17.36	18.45	19.01	19.95	22.87	23.89	24.22	30.42	31.74	34.92
6	17.84	18.99	19.56	20.52	23.25	24.85	25.16	30.67	32.18	35.50
7	18.30	19.55	20.12	21.06	23.63	25.82	26.07	30.90	32.62	35.88
8	18.77	20.10	20.67	21.61	23.99	26.77	26.98	31.15	33.907	36.37
9		20.64	21.22	22.19	24.36					
10		21.21	21.76	22.72	24.72					
11					25.09					
12					25.44					

A
Clerical Asst.⁵
Elem. Library Asst.
Pre-School Asst.
Education Asst.

B
ABLE Secretary
Administrative Sec.
Board Office Sec.
Computer Technician
Gen. Office Secretary
Guidance Secretary
Project Assistant¹
Special Education Sec.
Switchboard Operator

C
Sec. To Mgr. Of Bldg. Grnds
Sec. To Mgr. Transportation

D
Acct. Payable Bkbp
Fed/State Bkbp
Payroll Secretary
Preschool Instructor
Principal's Secretary
Sec. To Dir. Nursing

E
Executive Off. Asst.
Family Liaison²
General Bkbp.
Info. Sys. Specialist
Student Acty Bkbp

F
Project Asst.³

G
Comp Oper.
Comp Pmgr.
Insurance Coor.

I
Comp. Tech I
Comp. Pgm. Anal. I

J⁴
Comp. Tech II
Comp. Pgm. Anal II
Systems Technician

Footnotes

1. Hires after 8/1/01
2. Ten month contract effective 2001-02
3. Hires before 8/1/01
4. New class requiring degree and 5 years' W Experience OR 10 years' W-E experience

4. New hires to Step 0 with degree and 5 years non W-E experience.
5. The clerical assistant position in pupil services shall be a 12 month position.

APPENDIX C

**WILLOUGHBY-EASTLAKE CLASSIFIED PROFESSIONALS
GRIEVANCE PROCEDURE**

***LEVEL I - APPROPRIATE SUPERVISOR**

GRIEVANT _____ BUILDING _____

DATE OF OCCURRENCE _____

INFORMAL _____ (Admin.) DATE _____

*LEVEL I _____

I. STATEMENT OF GRIEVANCE

II. BASIS OF GRIEVANCE

III. ACTION REQUESTED

* THE SAME BASIC FORM WILL BE USED FOR ALL FOUR LEVELS.

Level I Appropriate Supervisor

Level II Superintendent - (The grievance may begin here if appropriate.)

Level III Arbitration

GRIEVANT'S SIGNATURE _____ DATE _____

APPENDIX D

SICK LEAVE AFFIDAVIT

Name _____ Employee Number _____

Number of Working Days Absent _____ Building _____

Absence beginning on _____ at _____ and ending at _____ at _____
(date) (time) (date) (time)

Length of Workday: Beginning at _____ and ending at _____
(time) (time)

Reason for Absence:

- _____ Personal Illness
- _____ Personal Injury
- _____ Illness/Injury in Immediate Family, Relationship: _____
- _____ Pregnancy
- _____ Exposure to Contagious Disease
- _____ FMLA
- _____ Death of _____ on _____
(relationship) (date)

If medical attention was required, complete the following:

Name of Attending Physician _____

Address of Physician _____

Dates Consulted _____

Employee Signature

Principal's or Supervisor's Signature

Date of Signature

Date of Signature

Distribution of Copies : White: payroll, Yellow: School File; Pink: Employee

APPENDIX E

WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT

***PAID PERSONAL LEAVE FORM**

Name _____ Employee Number _____

Number of Working Days to be Absent _____ Building _____

I hereby inform the Willoughby-Eastlake Board of Education that I shall take a paid personal leave day pursuant to the provisions of the Contract Agreement.

Absence beginning on _____ at _____ and ending at _____ on _____
(Date) (Time) (Time) (Date)

Length of Workday: Beginning at _____ and ending at _____
(Time) (Time)

Number of personal leave days used this school year: _____

Please check below the reason for such leave:

- | | |
|--|---|
| <input type="checkbox"/> Medical - not covered by sick leave | <input type="checkbox"/> Emergency, such as: |
| <input type="checkbox"/> Legal - not covered by legal leave | 1. Repairs to major appliances |
| <input type="checkbox"/> Religious | 2. House or dwelling of employee damaged by fire, flood, tornado, or severe accident |
| <input type="checkbox"/> Graduation | 3. Extreme travel conditions which made it impossible for an employee to report to work, or auto accident |
| <input type="checkbox"/> Honors Convocation | 4. Medical emergency to care for roommate |
| <input type="checkbox"/> Moving | |
| <input type="checkbox"/> Funeral - not in immediate family | |
| <input type="checkbox"/> Participation in a wedding | |
| <input type="checkbox"/> Educational requirements | |
| <input type="checkbox"/> Necessary personal or family business | |

Employee's Signature

Principal or Supervisor's Signature

Date of Signature

Superintendent's Signature

*See policy instructions on reverse side

APPENDIX F

JOB CONSIDERATION REQUEST

TO: **Classified Personnel Office**

FROM: _____
(Employee)

(Current Job Title & Classification)

(Present Location) (Phone Number)

DATE: _____

Please consider me for the following position:

POSTING NUMBER _____ LOCATION _____

POSITION _____ CLASSIFICATION _____

Previous Experience/Duties:

Additional Comments:

Home Address: _____

Phone Number _____

Must be received in the Classified Personnel Office by 4:00 p.m. on Application Deadline Date.

APPENDIX G

RELIGIOUS HOLIDAY LEAVE FORM

Employee Name: _____ Building: _____

Employee Number: _____

Pursuant to the contract agreement, I shall be absent from my duties on the following dates(s) due to observance of a recognized religious holiday:

_____ Full Day(s) _____ Half Day(s)
(Dates)

I understand that it is my obligation to make up this time by scheduling make-up workday(s) through my building principal or supervisor. This work will not be a part of my current job duties and responsibilities, but will be completed during the school year in my building of assignment. I further understand that if I do not do this, this time will be charged against my personal leave.

Employee's Signature

Principal or Supervisor Signature

Submit to supervisor no less than one week prior to absence date.

I certify that the above absence was made up appropriately.

Principal or Supervisor Signature

APPENDIX I

CLASSROOM AIDE FORM

Employee _____ School Year _____

Building _____ Contracted Hours _____

Principal _____ Spec. Ed. Coordinator _____

Classroom Teacher _____ Room Number _____

Starting Time _____ Ending Time _____

Employees working more than 6 hours are entitled to a 30-minute unpaid lunch break and two 15-minute paid breaks.

Employees working less than 6 hours are entitled to one 15-minute paid break.

Lunch Break _____ Paid Breaks _____
(Scheduled Time, if appropriate) (Scheduled Time, if appropriate)

Primary Responsibilities (not inclusive) _____

Contact _____ if you have any questions concerning your assignment.

Your WECP Building Rep is: _____

Signature _____ Date _____

Supervisor Signature _____ Date _____



Willoughby - Eastlake City Schools
Non-Grandfathered Benefits



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Aged Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	No deductible	\$200 / \$400
Coinsurance	100%	90%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	Does not apply	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Urgent Care Facility Services ²	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Voluntary Second Surgical Opinion	100%	90% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) ⁴	100%	90% after deductible
Preventative Services		
Preventive Services, in accordance with State and Federal law⁵	100%	\$20 copay, then 90% after deductible
Office Visit/Routine Physical Exams ²	100%	\$20 copay, then 90% after deductible
Well Child Care Services including Exam, Immunizations and Laboratory Tests – 32 visits per Lifetime; Birth to age 21	100%	90% after deductible
Routine Mammogram (limited to one per benefit period)	100%	90% after deductible
Routine Pap Test (One per benefit period)	100%	90% after deductible
Routine Sigmoidoscopy	100%	90% after deductible
Routine Colonoscopy (Age 50 and over)	100%	90% after deductible
All Routine Lab, X-rays and Medical Tests (Including, but not limited to; PSA and Bone Density Tests)	100%	90% after deductible
Outpatient Services		
Surgical Services	100%	90% after deductible
Diagnostic Services	100%	90% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional; combined 10 visits then Medical Review, Facility; Unlimited)	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Speech Therapy (Professional; combined 10 visits then Medical Review, Facility; Unlimited)	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Cardiac Rehabilitation	100%	90% after deductible
Chemotherapy	100%	90% after deductible

Benefits	Network	Non-Network
Outpatient Services (cont'd)		
Radiation Therapy	100%	90% after deductible
Dialysis Treatment	100%	90% after deductible
Respiratory Therapy	100%	90% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$50 copay, then 100%	\$50 copay, then 90% after deductible
Inpatient Facility		
Semi-Private Room and Board	100%	90% after deductible
Inpatient Consultation	100%	90% after deductible
Maternity Services	100%	90% after deductible
Physical, Speech, Occupational Therapy	100%	90% after deductible
Cardiac Rehabilitation	100%	90% after deductible
Skilled Nursing Facility (100 days per benefit period)	100%	90% after deductible
Additional Services		
Allergy Testing and Treatments	100%	90% after deductible
Ambulance Services	100%	90% after deductible
Durable Medical Equipment	100%	90% after deductible
Home Healthcare	100%	90% after deductible
Hospice Services	100%	90% after deductible
Organ Transplants	100%	90% after deductible
Private Duty Nursing	100%	90% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁵Preventive services include evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

**Dental Plan
(with Orthodontia)**

General Provisions	
Benefit Period	January 1 thru December 31
Dependent Age Limit	24
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member)	\$25
Orthodontic Lifetime Maximum (per member)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Diagnostic X-Rays	100% UCR
Full Mouth/Panores X-rays—one per 36 months	100% UCR
Tests and Lab Exams	100% UCR
Prophylaxis – two per benefit period	100% UCR
Flouride treatment – one treatment per benefit period , limited to dependents up to age 19	100% UCR
Space Maintainers – limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
Restorative Services	
Consultations & Other Exams by Specialist	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
Complex Services	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays - one every five years per tooth	80% UCR after deductible
Crowns – one every five years per tooth	80% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	80% UCR after deductible
Partial and Complete Dentures – one every five years	80% UCR after deductible
Orthodontic Services	
Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Vision Plan

Benefit	Provision
Benefit period	January 1 thru December 31
Dependent Age Limit	24
Vision examination	\$50 per exam
Frames (One per two benefit periods)	\$75 per frame ¹
Prescription Lenses Single Vision lenses Bifocal lenses Trifocal lenses Lenticular single lenses Lenticular bifocal lenses Lenticular trifocal lenses	(One per benefit period) \$45 per pair \$55 per pair \$65 per pair \$175 per pair \$175 per pair \$175 per pair
Contact Lenses Medically Necessary Cosmetic	(One per benefit period) \$150 per pair \$80 per pair ²

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹ If frames are not required, the allowance may be applied to the cost of the lenses.

² Cosmetic contacts may be purchased regardless if frames and lenses are purchased in the same benefit period.

Hearing Plan

Benefit period	January 1 thru December 31
Dependent Age Limit	24
Coinsurance	100%

Benefit	Dollar Maximum	Frequency
Audiometric Exam	100% UCR	1 per 2 years
Hearing Aid Evaluation	100% UCR	1 per 2 years
Conformity Evaluation	100% UCR	1 per 2 years
Hearing Aid	100% UCR (\$800 maximum)	1 per 2 years

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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