

10-MED-04-0625

0728-04

K 27033

2011 MAR -9 P 12:08

STATE EMPLOYMENT
RELATIONS BOARD

**AGREEMENT
BETWEEN WESTERVILLE CITY SCHOOLS
BOARD OF EDUCATION**

and the

**WESTERVILLE EDUCATIONAL SUPPORT STAFF
ASSOCIATION**

July 1, 2010 through June 30, 2012

22

2010 WESSA NEGOTIATIONS TEAMS

Westerville Educational Support Staff Association team members:

Kim Draves, WESSA President
Wanda Myers, WESSA Vice-President
Doug Crawford/Lynn Davis, OEA Representative
Kathryn Crider
Sally Tourville
Kim Bondy
Toni Miller
Melissa Krispinsky

Westerville City Schools Board of Education team members:

Curtis Jackowski, Executive Director, Human Resources & Employee Relations
Christopher Wanner, Ph.D., Collective Bargaining Specialist
James Burnes, Board Legal Counsel
Scott Gooding, Treasurer
Beverly Good
Jenna McDevitt
Barry Ackerman

**WESTERVILLE EDUCATIONAL SUPPORT STAFF ASSOCIATION
TABLE OF CONTENTS**

Article	Page
I. AGREEMENT.....	1
II. MANAGEMENT RIGHTS.....	1
III. RECOGNITION	2
IV. ASSOCIATION RIGHTS.....	2
A. Payroll Dues Deduction	2
B. Service Fee	3
C. Job Audit Review Committee.....	4
D. Association Leave/Delegate Conference	4
E. Central OEA/NEA Day.....	5
F. Labor-Management Committee	5
G. Policies, Rules and Regulations	5
H. Work Rules/Conditions of Employment.....	5
2. Discipline Procedures.....	6
3. Medical Procedures.....	6
4. Environmental Conditions	6
I. School Calendar.....	7
J. Board Meetings and Agendas	7
K. Seed Grant.....	7
V. NEGOTIATIONS PROCEDURE	8
A. Coverage.....	8
B. Submission of Issues.....	8
C. Rights of Individuals	8
D. Negotiation Teams	8
E. Negotiation Meetings.....	8
F. Caucus.....	9
G. Exchange of Information.....	9
H. Progress Reports	9
I. Impasse Procedure	9
J. Agreement Finalization.....	9
K. Consistency with Law	10
VI. PERSONNEL FILES.....	10
VII. GRIEVANCE PROCEDURE	11
A. Definitions	11
B. Rights of the Grievant and the Association.....	11
C. Time Limits.....	12
D. Grievance Procedure.....	12

VIII.	SALARY PROCEDURE	14
	A. Hours of Work/Calamity Days	14
	B. Temporary Assignments	14
	C. Overtime	14
	D. Classification Change	15
	E. Substitute Pay	15
	F. Experience Credit	15
	G. Service Credit	15
	H. Training Credit	15
	I. Severance Pay	17
	J. Insurance	18
	1. Premiums	18
	2. Benefits, Health Savings Account (HSA)	18
	3. Life Insurance	19
	4. Dental Insurance	20
	5. Vision Insurance	20
	6. Flexible Spending Accounts (FSA)	20
	7. Employee Assistance Program (EAP)	21
	8. Insurance Trust Committee	21
	K. Salary Schedules	21
	L. Extended Pay Plan	22
	M. SERS Pickup	22
	N. Tax Sheltered Savings Plans	22
	O. Mileage	22
	P. Retirement Incentive	22
	Q. Tuition Reimbursement	23
IX.	WORK SCHEDULE	24
	A. Work Week	24
	B. Annual Work Schedule	24
	C. Vacation	24
	D. Holidays	27
	E. Breaks	27
	F. Study Hall/Building Duty Monitors	27
	G. Lunch Period	28
	H. ADM of 500	28
X.	JOB POSTINGS	28
	A. Posting Procedure	28
	B. New Positions	29
	C. Transition Training	30
	D. Vacancy Due to Disability Retirement	30
XI.	LEAVES	30
	A. PAID	30
	1. Sick Leave	30
	2. Personal Leave	31
	3. Jury Duty-Compulsory Court Appearance	32
	4. Assault Leave	33
	B. UNPAID	34
	1. Leaves of Absence	34

2.	Child Care	34
3.	Family and Medical Leave Act (FMLA).....	35
4.	Short Term Leave	35
5.	Other Unpaid Leaves	35
XII.	LAYOFF PROCEDURE.....	36
XIII.	HEALTH AIDES	38
A.	Training.....	38
B.	Medical Procedures	39
C.	School Site Coverage.....	39
D.	Layoff Procedure-Health Aides.....	39
XIV.	ESL PARAPROFESSIONALS, ESL BILINGUAL AIDES	42
XV.	SCHOOL BUILDING CLOSINGS OR INCORPORATIONS & OPENING OF NEW SCHOOL BUILDING	45
XVI.	NO STRIKE AGREEMENT.....	45
XVII.	COMPLETE AGREEMENT	46
XVIII.	TERM OF AGREEMENT.....	47
	CERTIFICATE OF ADEQUATE REVENUES.....	48
	APPENDIX A – School Site Coverage (Health Clinics)	49
	APPENDIX B – Grievance Report Form	50
	APPENDIX C – Job Bid Slip	53
	APPENDIX D – MOU - Building Level Crisis Committee.....	54
	APPENDIX F – Westerville City Schools - Benefit Summary	55
	APPENDIX G – Preventative Care Services	58
	APPENDIX H – Salary Schedule 7-1-10	60
	APPENDIX I – Salary Schedule 7-1-11.....	61
	APPENDIX J – Dental Benefit Summary.....	62
	APPENDIX K – Sick Leave Affidavit	63
	APPENDIX L – Request for Personal Leave	64
	APPENDIX M – Vacation Request Form	65
	APPENDIX N – FMLA Application	66
	APPENDIX O – Request for Assault Leave	67
	APPENDIX P – Request for Leave	68
	APPENDIX Q – Notification of Extended Sick Leave	69
	APPENDIX R – Temporary Job Assignment Change Notice.....	70
	APPENDIX S – Tuition/Certification Exam Reimbursement.....	71

**ARTICLE I
AGREEMENT**

- A. This Agreement is entered into between the Westerville City Schools Board of Education, hereinafter referred to as the Board, and the Westerville Educational Support Staff Association (WESSA), hereinafter referred to as the Association.
- B. Unless otherwise specified in this contract:
1. "Board" shall mean the Board as a whole or its designee.
 2. "Days" shall mean calendar days.
 3. "Employee" shall mean a member of the bargaining unit.
 4. "Notice" shall mean written notice.
 5. "Seniority" shall mean the length of continuous service in the bargaining unit from the most recent date of hire.
 6. "Superintendent" shall mean the Superintendent or his/her designee.

**ARTICLE II
MANAGEMENT RIGHTS (Board of Education Rights)**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and to the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities.
 2. to hire all employees, subject to the provisions of law, to determine their qualifications for their continued employment, of their dismissal or demotion, and to promote, and transfer all such employees.
- B. The exercise of the foregoing of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio.

**ARTICLE III
RECOGNITION**

A. The Board recognizes the Westerville Educational Support Staff Association, hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all full-time regular and regular short-hour (10 or more hours per week) employees in the following classifications: Secretary 1, 2, and 3; Clerk Typist 1 and 2; Accountant 1, 2, and 3; Health Aide; Study Hall/Building Duty Monitor; ESL Paraprofessional Bilingual Aide; ESL Paraprofessional; and Instructional Technologists/Technology Clerk. Employees excluded from the bargaining unit are those employed in the following classifications or positions: Supervisors; Administrative Grade Secretaries 1, 2, and 3; Insurance and Benefits Secretary; Secretary 2 to the Assistant Superintendent; Accountant 2 for Payroll (Classified Employees); Accountant 2 for Payroll (Certificated Employees); Customer Service Representatives at the Welcome Center; as needed interpreters/translators; substitutes, short-hour (less than 10 hours per week), and any and all other positions in the school district.

B. For the purpose of determining full time employment for the unit, the following schedule shall be used.

12 Month	8 hour day or 2080 hours per year
11 Month	6 hour day or 1440 hours per year
10 Month	7 hour day or 1470 hours per year
9 Month	8 hour day or 1480 hours per year

C. The Board and the Association agree that the Board may from time to time hire "supplemental help". The term "supplemental help" shall mean the contracting of outside sources to perform work for duration of one (1) to sixty (60) calendar days in a secretary/health aide/clerk/accounting position that did not previously exist. It is not the intent of this section to interfere with the practice of hiring "supplemental help". After the sixty (60) day time period, the District shall fill the position in accordance with the procedures under Article X, following approval by the Board through the Board's appropriation of All Funds, if it is determined by the Superintendent that the position is needed on an ongoing basis. If not, the WESSA president shall be notified that the position is not to be filled at that time and the supplemental help will cease at the end of the sixty (60) day time period. The Board shall not purposely terminate the employment of a person in such a position before the sixty (60) calendar days, and then fill the same position with the same person or another person for the purposes of avoiding these provisions. The Board agrees to keep the WESSA President apprised of any such "supplemental help" work performed in the District.

**ARTICLE IV
ASSOCIATION RIGHTS**

A. PAYROLL DUES DEDUCTION

1. The Board agrees to deduct dues from the wages of employees for payment to the Association upon presentation of a written authorization individually executed by any employee.
2. Monthly payroll deduction of dues shall be forwarded to the WESSA treasurer with a printout of each employee for whom deductions have been made.

3. If the dues deduction is not revoked it shall continue. Such revocation must be in writing and submitted by the unit member between August 21 and 31 to the district treasurer with a copy to the Association treasurer. Those employees who have dues deducted in accordance with IV.A.1. and terminate service with the district prior to the end of the dues deduction period (other than due to death) shall have the remaining dues owed deducted from their final paycheck. The amount of the remaining dues owed shall be certified by the Association Treasurer to the Board Treasurer.
4. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Association.
5. Beginning with the first pay in November, deductions shall be made in twelve (12) equal installments. The amount of the dues deduction shall be specified by the Association president and submitted in writing to the Board's treasurer by September 30 of each year.

B. SERVICE FEE

All bargaining unit members shall remain dues paying members for the duration of this agreement or pay the service fee as noted below. It shall be the responsibility of the Association to provide a list of fee payers to the Board's treasurer by September 30 each year.

1. Each bargaining unit member who is not a member of the Association shall pay a service fee which shall not exceed the dues paid by members of the Association. Beginning with the first pay period in January, service fee deductions shall be made in ten (10) equal installments. The Association will provide a list of names to the Board's treasurer of those unit members who are not members of the Association and the total service fee to be deducted for each. Newly hired unit members shall have their fees prorated for remaining deductions.
2. If a unit member subject to IV.B. ends employment before all deductions have been made, the remaining fees owed will be deducted from his/her final check. The amount of the remaining fees owed shall be certified by the Association Treasurer to the Board Treasurer.
3. It shall be the responsibility of the Association to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of enforcing or negotiating the agreement or grievances.
4. The Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this service fee section provided that:
 - a. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this service fee provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies 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 by the nonmember for which indemnification may be claimed.
 - c. The Board agrees to permit the Association or its affiliated organizations to intervene as a party if it so desires, and/or to not oppose the Association or its affiliated organization's application to file briefs *amicus curiae* in the action.

C. JOB AUDIT REVIEW COMMITTEE

1. An employee who feels that he/she is performing duties outside his/her job description or classification may contact in writing the Office of Classified Personnel for clarification and possible relief.
2. The employee shall be permitted to be present at such committee meeting if he/she so desires except for that portion of the committee meeting at which the recommendation is being discussed or made.
3. Upon receipt of the inquiry by the affected employee, a Review Committee shall be convened. The Review Committee shall consist of the following members:
 - a. Superintendent/designee
 - b. President of the Association
 - c. Affected employee's immediate supervisor
 - d. One Association member
4. Upon reviewing the material submitted and after a meeting regarding facts relevant to the situation, the Committee may make a recommendation to the Superintendent for action.
5. The Superintendent/Designee shall be chairman of the Committee and call the meetings.
6. Procedure for the meetings and gathering of facts as per IV.C.3. shall be established by the committee.
7. The recommendation of the Committee may be referred to the Board by the Superintendent for Board action. The Board shall act upon the recommendation no later than the next regular Board of Education meeting. However, if such Board meeting is scheduled within seven (7) calendar days of receipt by the Superintendent of the Committee's recommendation, the Board shall act no later than the second regularly scheduled Board meeting. The decision of the Board or Superintendent shall be final.
8. If, as a result of this Review Committee, a unit member's position is reclassified to a lower classification, he/she will be placed on a step in the new classification at no less than his/her current rate of pay.

D. ASSOCIATION LEAVE/DELEGATE CONFERENCE

1. A limited number of employees from the Association shall be excused, with pay, from their assigned duties to represent the Association in attendance at functions of its affiliated organizations or up to three of the twelve days in the Article for the President and/or designee(s) to conduct Association business, if a substitute is available. The aggregate leave granted shall not exceed twelve (12) employee work days, provided that not more than three (3) employees shall be granted such leave on any one (1) given day.
2. Bargaining unit members (except the President/designee) to be granted such leave must be identified to the Superintendent in writing by the President of the Association at least five (5) days in advance of the requested leave date. The Association president and/or designee(s) may, if necessary, designate the use of these days in half-day increments.

E. CENTRAL OEA/NEA DAY

1. The Board will conduct a four (4) hour workshop on Central OEA/NEA Day. The intent of the workshop shall be the development of the professional skills of bargaining unit members. Bargaining unit members who are regularly scheduled to work on Central OEA/NEA Day may be released from their assigned duties to attend the Board workshop without loss of pay. The continuing education/training committee will make suggestions for training to the Superintendent and schedule the training activities. The WESSA shall have time on the program for its annual luncheon and program.
2. The Association President will submit a written request to hold the annual luncheon and program to the Superintendent no later than thirty (30) calendar days prior to Central OEA/NEA Day. The request shall include the areas of professional development to be covered in the program.

F. LABOR-MANAGEMENT COMMITTEE

1. If any provision of the negotiated agreement causes a concern or if a situation or problem arises which needs to be discussed either the Board or the Association may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties.
2. The labor-management committee shall consist of two (2) members of the Association and two (2) members of the administration. This committee shall be utilized to improve communications between labor and management and to deal with any problems arising out of this relationship. Re-negotiations of the contract or grievance handling shall not be a function of this committee; however clarification of the existing agreement and the grievance process may be a function of this committee by mutual agreement.
3. Any resulting change shall be for a specific problem and shall not prejudice any specific section of this agreement. Changes agreed to by the parties involved shall be added to this agreement in addendum form.
4. By October 1 of each year the parties may establish a calendar of monthly meetings of the Labor-Management Committee. This Article, however, shall not preclude any additional meetings which the parties may feel are necessary as provided by Section 1., above; nor shall it prohibit the parties from mutual agreement to cancel a meeting scheduled under this section.

G. POLICIES, RULES AND REGULATIONS

The Board agrees to submit to the Association president a current copy of Board policy and further agrees to update this as required by Board policy.

H. WORK RULES/CONDITIONS OF EMPLOYMENT

1. The Board has the right to establish work rules which are not inconsistent with the terms of this contract.
 - a. The Board will notify the Association President five (5) workdays prior to implementing new work rules or amending current work rules.
 - b. Work rules shall be equitably enforced.

2. Discipline Procedures

- a. Disciplinary actions shall include verbal reprimands, written reprimands, suspension, and termination of bargaining unit members. Discipline shall be imposed on a progressive basis. However lesser or greater degrees of discipline may be used for misconduct by the unit member considering the offense and the severity.
- b. The unit member shall have the right to representation by her/his WESSA Representative and will be afforded a reasonable amount of time to locate a WESSA Representative.
- c. The unit member shall be notified in writing of a disciplinary meeting except in cases of immediate suspension. The notification shall contain :
 - 1) the reason(s) for the disciplinary meeting, and
 - 2) the statement of the alleged wrong doing.

Said meeting shall be held no later than five (5) workdays following the employee's receipt of the notice or at a time mutually agreed upon by the parties. In cases of immediate suspension, the written notice of allegation shall be presented to the WESSA President/designee within twenty-four hours and sent by certified mail to the suspended unit member, and the disciplinary conference shall be held as expeditiously as possible.

- d. The results of the disciplinary meeting will be communicated to the employee and the WESSA representative, in writing (except for a verbal reprimand), within ten (10) workdays unless further investigation is necessary. The notice shall include the disciplinary action to be taken and the reason(s) for said action.
- e. Except in cases of an immediate suspension, as provided in this Article, no employee shall be formally reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential to the extent permitted by law.
- f. Except in cases of immediate suspension, cases of discipline which involves suspension without pay, unit members may elect to have an administrative hearing with the Superintendent or Designee to review the suspension before it is executed; and unit members so electing may have Association representation present.

3. Medical Procedures

- a. Every reasonable effort will be made to have another adult present during any medical/health procedure in which a student's private body parts are exposed during the procedure.
- b. No unit member will administer prescribed medication if medication requires an injection, except as provided by Article XIII.
- c. To the fullest extent allowed by Law, no unit member who is authorized by the Westerville Board of Education to administer a prescribed medication and who has a copy of the most recent physician's signed statement prior to administering the drug shall be liable to civil damages for administering or failing to administer the medication, unless she/he acted in a manner that would constitute "gross negligence or wanton or reckless misconduct."

4. Environmental Conditions

- a. The Board shall furnish to unit members employment and a place of employment free from recognized hazards that are causing or likely to cause death or serious physical harm to unit members.

- b. When the environmental conditions (temperature, air quality, etc.) in an area of a building are, in the unit member's judgment, detrimental to the educational process, to the health and safety of the students, or to the health and safety of the unit member(s), the unit member(s) may notify the building administrator. Such notice shall be in writing.
- c. Upon notification, the building administrator will attempt to rectify the condition. The building administrator will keep the unit member notified of his/her response(s).
- d. If the condition is not rectified to the satisfaction of the unit member, the building principal shall notify the Superintendent of the condition and actions taken to rectify the condition.
- e. If the Superintendent is unable to rectify the condition, he/she will report the condition to the members of the Board of Education. The Association will be notified of his/her action or report to the Board.
- f. If the condition is covered by O.R.C. 4167.06, a unit member of his/her representative has the right to request an inspection by giving written notice to the Division of Occupational Safety and Health. Such notice shall state with reasonable particularity the grounds for requesting inspection. The name(s) of the person(s) making the request is kept confidential. Before requesting an inspection, the unit member or representative must first comply with the provisions of Section H.4.b.

I. SCHOOL CALENDAR

The Superintendent will seek input from the Association concerning the composition of the school calendar prior to making recommendations regarding said calendar to the Board of Education.

J. BOARD MEETINGS AND AGENDAS

Individuals, including the Association president or designees, shall be given the opportunity to express their views to the Board at any regularly scheduled meeting of the Board in accordance with the Rules and Procedures established by the Board for all citizens. With as much advance notice as possible, the Association President or his/her designee shall be notified of the time, date and place of all Board meetings and shall have electronic access of the agenda for each Board meeting. As far in advance as possible and prior to any Board meeting, the Association President or designee shall have electronic access of the materials which will be discussed at the public Board meeting or other public records which may be requested by the President. Material that is not available until the day of the Board meeting will be provided at the Board meeting.

K. SEED GRANT

1. Seed Grant Position -- A "seed grant" is a grant that has a term of three (3) or fewer years, that specifies the development of a new bargaining unit position(s), that is designed to test the feasibility of a new program or is experimental, and that requires special petition or application. The Superintendent and the Association President shall agree that a position is a "seed grant" position prior to submission of the grant application.

This position will not be subject to the layoff and bumping provisions of Article XII. If the "seed grant" funds expire, the position shall be abolished and the individual hired in such position funded by the "seed grant" will be released from their contract with the Westerville City Schools. (Actual applicable provisions of the bargaining agreement will be agreed upon through a Memorandum of Understanding.)

Should the position become funded in any way from district funds, the position will no longer be a "seed grant" position and will be posted as prescribed in Article X.

2. As part of the continuous learning environment, WESSA and the Board shall work together to seek grant monies for the professional development of bargaining unit members.
3. The Association President shall be given copies of all grants approved with bargaining unit services within the District.

ARTICLE V NEGOTIATIONS PROCEDURE

A. COVERAGE

The Association has bargaining rights for all employees in the bargaining unit regarding wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the Collective Bargaining Agreement.

B. SUBMISSION OF ISSUES

All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed to by both parties. Those articles in the existing agreement which are not proposed to be modified or deleted by either party shall become a part of the successor agreement.

C. RIGHTS OF INDIVIDUALS

All members of the Association Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after negotiations.

D. NEGOTIATION TEAMS

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed two (2) members each, however, each side may invite up to 3 other persons to observe but not otherwise participate at the table. Neither party in any negotiations shall have control over the selection of the negotiation team of the other party.

E. NEGOTIATION MEETINGS

1. Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date and time for the meeting.
2. If the parties agree to a negotiation meeting, which takes place during the normal workday, all employees on the negotiating team scheduled to work during those hours shall be paid their regular hourly rate for the portion of the workday consumed by the meeting.

3. The parties shall meet at places and times agreed upon. Length of meetings as well as times and places of future meetings shall be agreed upon at the close of each session.
4. Each negotiation meeting will be held in closed session.
5. All negotiations shall be completed within sixty (60) calendar days from the first negotiation meeting, unless otherwise mutually agreed by both parties.

F. CAUCUS

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a mutually agreed upon period of time to caucus.

G. EXCHANGE OF INFORMATION

The Superintendent shall furnish the Association, and the Association will furnish to the Superintendent, upon reasonable request, all available public information in the usual form maintained pertinent to the issues under negotiations. Such information shall be submitted to the requesting party not later than seven (7) days from the time of the request.

H. PROGRESS REPORTS

Progress reports, with respect to negotiations, shall be made by the mutual consent of both parties, with the exception of progress reports to the Board and the Association

I. IMPASSE PROCEDURE

1. In the event an agreement is not reached by the parties, the parties agree to request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation Conciliation Services whose rules and regulations shall govern the mediation.
2. In the event there are costs and expenses for such service the costs shall be shared equally by the Board and the Association.

J. AGREEMENT FINALIZATION

1. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification. Within thirty (30) days from the time the Agreement, ratified by the Association, is presented to the Board, the Board shall take action upon the recommendation submitted.
2. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.
3. When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
4. All negotiated benefits shall be implemented on the dates stated in the negotiated agreement.

5. Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
6. For the life of this contract the Board and Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter referred to or covered in this contract and with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed.

K. **CONSISTENCY WITH LAW**

If any provision of this negotiated agreement shall be found to be unlawful, such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found to be unlawful shall be changed to conform with law through negotiations between the Board and the Association. These negotiations shall take place at the most expedient and mutually agreeable time.

**ARTICLE VI
PERSONNEL FILES**

- A. Each employee shall have only one personnel file which shall be maintained in the Office of Classified Personnel of the Board of Education.
- B. No material derogatory to a bargaining unit member's conduct, service or personality shall be placed in his/her official file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal or lack of signing of the material by the unit member shall be noted and thereby not preclude placing it in the file. The unit member shall have the right to submit a written response to such material and the response shall be attached to the material in question.
- C. The unit member, who may choose to be accompanied by an Association representative, shall have the right, upon a request to the Office of Classified Personnel and by appointment within a reasonable time, to review and obtain one (1) copy of the material in the file, excluding obviously indicated confidential pre-employment information, ratings, reports, or records which were obtained prior to the employment of the unit member involved.

In addition to the member, the Superintendent, immediate supervisor, other administrators who have justifiable employment reason, or the Unit Member's designee bearing written authorization shall be given access to the file. A log shall be kept of person(s) who have examined the file and the date of such examinations.

- D. Records shall be examined in the presence of a Human Resource staff member and shall not be removed from the immediate area.
- E. Any person who causes written material to be placed in an employee's file shall sign the material and signify the date on which such material was placed. All such material shall be limited to work performance, discipline, and routine personnel data.
- F. Material placed in the unit member's file as provided by Section B. of this Article may be removed at the request of the unit member two (2) years after placement in the file (when such material is disciplinary in nature, but only if there has been no other discipline during the two year period). However, such material may be removed earlier upon approval of the administrator who placed the material in the file, or upon the approval of his/her successor. Documents related to

allegations of discrimination, harassment or fraternization are exempted from the provisions of this Article.

- G. Any material entered into a Unit Member's file may be grieved on the basis of its accuracy, relevance, timeliness, or completeness as set forth in ORC 1347, and shall be removed if it is found to be lacking one or more of these qualities. However, this provision shall not be construed as limiting the rights accorded to a bargaining unit member to pursue any rights accorded under ORC 1347.
- H. Employees shall have the right to write a rebuttal on any evaluation. Such rebuttal shall be included in the personnel file with the evaluation. Such rebuttal shall be written on the evaluation form in a space provided for such rebuttal and all evaluations shall be in writing and signed by the employee. Such signature only indicates receipt of the evaluation and does not acknowledge agreement to areas covered in the evaluation.
 - 1. No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the employee and evaluator.
 - 2. Evaluations shall be based solely upon the direct observation and knowledge of the evaluator. Under appropriate circumstances, a negative evaluation shall include specific recommendations for improvements. The employee shall have the right to review an evaluation in accord with Section B. above.
- I. When a complaint is made by a parent, or any other member of the public concerning a unit member's conduct, service, character, personality, or other reason, to an administrator or board member, the following procedures shall be followed.
 - 1. All complainants shall be referred to the immediate supervisor of the unit member.
 - 2. Should any record be made, the unit member will be given the identity of the complainant, copies of any written materials, and the opportunity to discuss the details of the situation with the immediate supervisor.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A grievance is defined as a complaint involving the alleged violation, misinterpretation, or misapplication of a written provision of the negotiated agreement entered into between the Board of Education and the Association.
- 2. A grievant shall mean a person, the Association or a group. All grievances shall be signed by the grievant and may be signed by the Association.
- 3. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- 1. A grievant may at his option be accompanied at all formal steps of the grievance procedure by a representative of the Association.

2. The purpose of these procedures is to secure at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
3. Where the grievance involves a reduction, removal, or suspension of more than three (3) days, the employee shall be furnished with a copy of the order for reduction, removal, or suspension stating the reasons therefore.
4. The grievant may file an appeal of such order as denoted in B.3. to the Personnel Board of Review in accordance with O.R.C. 124.34.
5. The existence of this Grievance Procedure shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedy available under law, except that in the event the employee submits a grievance and also pursues any other remedy available under law, the employee shall be deemed to have elected such other remedy and shall be foreclosed from any further action on such grievance under this Grievance Procedure unless so ordered by a court of competent jurisdiction. An appeal may be filed with the Personnel Board of Review during the grievance process to allow the Association to satisfy the appeal period of Section 124.34 of the O.R.C.

C. TIME LIMITS

1. The number of workdays indicated at each step in the procedure shall be the maximum, but may be extended by mutual written agreement of the parties.
2. If the grievant does not file a grievance in writing within ten (10) work days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.
5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed.
6. An effort will be made to process grievances to a satisfactory conclusion by the end of the school year.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. GRIEVANCE PROCEDURE

1. Informal Procedure

A bargaining unit member who feels he/she has a grievance shall first meet informally with the immediate supervisor in an effort to resolve the problem.

2. Formal Procedure

Step I

If the grievance is not resolved at the informal step, the grievant may, within five (5) days after the date of the informal discussion, submit a formal grievance to his/her immediate supervisor. Five (5) days after receipt of the formal grievance, the immediate supervisor shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant and the Superintendent to be completed no later than five (5) days after the meeting.

Step II

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant may submit the grievance in writing to the Superintendent/designee five (5) days after receipt of its disposition at Step I level. Ten (10) days after receipt of the Grievance Form, the Superintendent/designee shall meet with the grievant, and then write a disposition of the grievance(s) with a copy to the grievant and to the immediate supervisor to be completed no later than ten (10) days after the meeting.

Step III

Upon mutual agreement of the board and WESSA, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation.

Step IV

If the grievant is not satisfied with the disposition at Step II, the grievance may be appealed to arbitration

- a. The grievant may, for a grievance which addresses a violation of the Agreement as per A. 1. and which is not under the jurisdiction of the Personnel Board of Review as set forth in paragraphs B.3. and B.4., submit a demand for arbitration to the American Arbitration Association (AAA) within five (5) days after receipt of the disposition at level II or within five (5) days after receiving a denial of review by the Personnel Board of Review as determined by B. above.
- b. The demand for arbitration shall be submitted on the appropriate form and shall specify the alleged violation, misinterpretation or misapplication upon which the grievance is based, the date of the alleged violation, misinterpretation or misapplication, the names and addresses of the parties, the contractual clause(s) upon which the grievance is based, and the remedy sought.
- c. Copies of the demand form will be mailed to the Director of Classified Personnel with return receipt requested or hand delivered with date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the five (5) day limit for submission to arbitration.
- d. The arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.
- e. The arbitrator shall have no power to add to, subtract from, disregard, alter, delete or modify any terms of this Agreement.

- f. The fees and expenses of the arbitrator shall be borne by the grievant unless the arbitrator sustains the grievance at which time the Board will assume the fees and expenses. The arbitrator award shall be advisory.

ARTICLE VIII SALARY PROCEDURE

A. HOURS OF WORK/CALAMITY DAYS

Bargaining unit members shall be paid only for all hours actually worked, except as specifically provided below:

1. A calamity day is a school day when school is closed due to epidemic or other calamity.
2. Scheduled to work on a calamity day but are not required to work shall be paid for hours scheduled but not worked. Bargaining unit members who are required to work on a calamity day shall be compensated at a rate of two times (2 x) the regular hourly rate for all hours actually worked on such day.
3. Bargaining unit members will not be compensated for working on make-up calamity days. Section C.4. of this Article is not applicable to make-up calamity days.
4. When schools are closed due to epidemic, or other calamity, employees shall not have sick leave, personal leave or vacation charged against their accounts.
5. The Calendar Committee may be reconvened to meet and address in a timely fashion the make up of calamity days to comply with the sections of Ohio Revised Code specified in the paragraph above.
6. Subsequent to the development of calamity make up options by the committee, unit members will be surveyed in the same manner as all other employees regarding their individual input to the make up day composition. The committee will forward the results of the survey to the Superintendent prior to his/her recommendation to the Board.

B. TEMPORARY ASSIGNMENTS

When a bargaining unit member is assigned by the immediate supervisor in a higher hourly paid classification (See Article 8. K) for more than two (2) consecutive days she/he shall be paid at the rate specified in the higher salary schedule at the same step she/he is currently working in, for the remainder of such assignment. The unit member shall complete and submit the necessary form (Appendix R) to Human Resources as approved by the immediate supervisor.

A bargaining unit member assigned to a lower classification will be paid his/her regular hourly rate for the period of such assignment.

C. OVERTIME

1. One (1) and one-half (1-1/2) times the employee's regular hourly rate shall be paid for all hours actually worked over forty (40) hours per week. The forty (40) hours shall include the occurrence of Holidays and/or Calamity Days. Hours worked shall exclude all other hours, paid or unpaid, when the employee is not actually performing work, such as sick leave, personal leave or similar leaves.

2. Hours required to be worked at mandatory school functions, such as P.T.A. meetings, Open House, or student functions where an employee is required to be in attendance, shall be counted towards overtime where such work is in accordance with C.1. and C.3.
3. All overtime shall be required by the employee's supervisor and shall be paid as emphasized in C.1. and C. 2. During the peak months of June, August, and September the immediate supervisor shall have the authority and discretion whether to assign overtime on a day-to-day basis.
4. Double the employee's regular hourly rate shall be paid for work performed on Sundays and holidays which they are required to work. One (1) and one half (1-1/2) times the employee's regular hourly rate shall be paid for all hours worked on Saturday. This provision will not apply for make-up calamity days.
5. Hours worked shall exclude all other hours, paid or unpaid, when the employee is not actually performing work, such as sick leave, personal leave or similar leaves.

D. CLASSIFICATION CHANGE

When an employee changes classifications, he/she shall move to the same step of the salary schedule in the new classification.

E. SUBSTITUTE PAY

1. The Board agrees to pay unit members, who are substituting in unit members' positions during times other than their regularly contracted assigned time, unless on a temporary change of assignment, at their current rate of pay for work which is being performed for the term of the assignment.
2. Health aides shall be listed on the classified substitute automated calling system to allow them the option to substitute on days they are not contracted to work.

F. EXPERIENCE CREDIT

Up to six (6) years of work experience (immediately proceeding application to a Westerville City School position) performing duties and responsibilities which are directly related to the position sought, may be recognized on the salary schedule for bargaining unit members prior to beginning work with the Westerville City Schools. The determination of experience credit will be made at initial employment and is subject to re-examination for up to six (6) months after employment. After six (6) months after employment, a unit member may not request a re-examination and the experience credit awarded is final.

G. SERVICE CREDIT

The Board agrees that one hundred and twenty (120) workdays in a classification including substitute days within a work year (July 1 - June 30) shall constitute service credit equal to the next step on the pay schedule on that classification.

H. TRAINING CREDIT

1. A maximum up to three (3) years of training credit (Salary Step) may be granted to new or current unit members who complete an associate degree level in a job related field from an accredited institution. Those who complete an officially recognized Tech Prep Program will receive one year's credit for the completion of the high school level and two

years credit for completion of a post secondary program. The total combined training and experience credit a newly hired unit member may be granted will not exceed six (6) credits for placement on the salary schedule. Bargaining unit members (after 90 days service in the district) who complete a bachelor's degree level in a job related field from an accredited institution will receive an additional three years of training credit (Salary Steps).

2. Continuous Education/Training Committee

a. A continuous education/training committee of equal representation (no less than three (3) per party) shall be appointed by the Superintendent and the WESSA President. On or before May of each year the committee shall have reviewed the current training program and submitted to the Superintendent for consideration and implementation a training program for continuing education to begin July 1, of each year. In addition, the committee will study and recommend a system whereby unit members will be considered for compensation for continuing education. The committee shall meet on a monthly basis during the school year, however, nothing shall prohibit the parties from mutual agreement to cancel a meeting scheduled under this section.

b. The function of the committee shall be as follows:

1. The committee will coordinate and unify the total district continuous education and training program for unit members.
2. The committee will schedule training activities on Central OEA/NEA day and one other non-school day.
3. The committee will make suggestions on areas of training.
4. The committee will handle inquiries and suggestions.
5. The committee may utilize up to four thousand (\$4,000) dollars for the above training competence.
6. The committee will provide on-going evaluation of the district training efforts.
7. The committee will review a unit member's successful completion of training, through demonstrated competence of MOS Expert certification in Microsoft Word 2003, Excel 2003, PowerPoint 2003 Core and/or Access 2003 Core and forward the committee's recommendations to the Superintendent for consideration of compensation for the unit member.
8. The committee will review other technology and training certificates for compensation and make a recommendation to the Superintendent for consideration of compensation.
9. The extent of participation and the degree of success in this program will not have impact on an employee's future employment in the District.
10. Any action of the committee is subject to final review by the Superintendent. In response to a written request for review, the superintendent shall approve, reject, or modify the actions of the committee.
11. Unit members serving on the committee will be paid for attendance at scheduled meetings outside the contract day at her/his hourly rate of pay.

3. Certification/Competence Compensation

a. A unit member, upon recommendation of the committee and concurrence of the Superintendent, will receive a stipend of an additional \$.25 per hour, up to a maximum of \$.75, for each certificate or demonstrated competence in a training course.

- b. Beginning with the 2007-08 school year, to maintain each stipend each contract year, a unit member must participate in four (4) hours of continuing education or shall have the option of taking an Office Expert exam for Microsoft Word and/or Excel, and/or the Core exam for PowerPoint and/or Access programs. Should the unit member pass the exam(s), she/he shall be deemed qualified to maintain the stipend(s) and will not be required to participate in the four (4) hours of continuing education. Should the unit member fail the proficiency exam then the unit member shall participate in four (4) hours of continuing education to demonstrate competence in the selected program(s).
- c. Unit members will be offered training and may be certificated in Microsoft Word 2003, Excel 2003 PowerPoint 2003, and/or Access 2003 and, if available, program areas unit members are currently using in Microsoft Word, Excel, PowerPoint and Access.
- d. A unit member participating in continuing education shall receive a signed document indicating her/his successful completion of the training. Copies of the document shall be forwarded to the Office of Human Resources and the unit member's personnel file. The Office of Human Resources shall notify the Treasurer's Office of such successful completion; and compensation for earned certificates and/or competencies will be effective on the date that the Office of Human Resources receives proper documentation.

I. SEVERANCE PAY

1. General

Severance pay shall be a one-time, lump-sum payment to eligible unit members according to the following provisions.

2. Eligibility

A unit member's eligibility for severance pay shall be determined as of the final date of employment. The criteria are as follows:

- a. The unit member retires from the Westerville City School System.
- b. Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code and the rules and regulations of the School Employees Retirement System (SERS).
- c. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within one hundred twenty (120) days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check. (The only exception to the requirements above is for a unit member who has twenty (20) years of service credit with the Westerville School Board. Said unit member shall be eligible to receive severance pay after receiving his/her first benefit check from S.E.R.S. providing the unit member has not worked for another school district or political subdivision of the state of Ohio since his/her last day of employment with the Westerville Board of Education and provided said benefit check is received no later than five (5) years after the unit member's last day of employment with the Westerville Board of Education.)
- d. The unit member must have not less than ten (10) years of service with the Westerville district, the state, or its political subdivisions. Unit members who are eligible based on the above but with less than ten (10) years experience in the

Westerville City School district will be paid severance only on those sick leave days accumulated during employment with the Westerville City Schools

- e. The unit member must sign a form provided by the Board when he/she picks up the district's severance pay check certifying that all of the above eligibility criteria have been met.

3. Benefit Calculation

- a. Severance payment shall be made for accrued unused sick leave to a maximum of sixty-two (62) days. Such pay shall be at the hourly rate the employee was earning at the time of retirement.
 - b. Unit members who upon retirement have exceeded the maximum number of sick leave days which can be accumulated under Article XI.A. shall receive one additional one/tenth (0.1) severance days pay for every one (1) day above the maximum sick leave accumulation.
4. Receipt of severance pay shall eliminate all sick leave credit accrued by the unit member.

J. **INSURANCE**

The employee will pay the total premium for health insurance after twenty (20) consecutive workdays during an unpaid leave of absence except as required by the FMLA.

1. Medical Insurance PREMIUMS (Hospital, Surgical, Major Medical)

- a. Full-time bargaining unit members: The Board will pay eighty percent (80%) of the family premium and ninety percent (90%) of the single premium.
- b. Part-time bargaining unit members: The Board will pay fifty percent (50%) of the benefit provided to full-time members.

2. Medical Insurance BENEFITS (Hospital, Surgical, Major Medical)

- a. Effective January 1, 2006, the health insurance plan shall be amended to be a High Deductible Healthcare Plan (HDHP) [the benefits are summarized in **APPENDIX F** under the heading of WESTERVILLE CITY SCHOOLS – Benefit Summary] and Health Savings Account (HSA) [the benefits are summarized below].

1) High Deductible Healthcare Plan / Health Savings Account

- a) The District shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

Deductible:	Network	Non-Network
Single	\$1200	\$2400
Family	\$2400	\$4800
Out-of-Pocket Maximum:		
Single	\$1200	\$2400
Family	\$2400	\$9600

Deductibles for the HDHP will be no less than the IRS minimum. Eligible health care expenses including prescription drugs apply toward the deductibles and the Out-of-Pocket Maximum. Preventive Care shall be pursuant to the terms of the Insurance Certificate. [The benefits are summarized in **APPENDIX G** under the heading of PREVENTIVE CARE SERVICES].

b) A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Insurance Trust Committee shall recommend a custodian for the HSA. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six months or twelve months, or in a lump-sum payment. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

2) Each eligible bargaining unit member who participates in the district's High Deductible Healthcare Plan (HDHP) on the preceding December 31 shall receive from the Board, for the period of January 1 through December 31 of the year in which payment is made, a contribution to either the employee's Health Savings Account or to his/her Full Use Flexible Spending Account (FSA 1). For calendar year 2008 the Board shall contribute fifty percent (50%) of the deductible to each eligible bargaining unit member's account. For calendar year 2009 the Board shall contribute fifty percent (50%) of the deductible to each eligible bargaining unit member's account. For calendar year 2010 the Board shall contribute fifty percent (50%) of the deductible to each eligible bargaining unit member's account.

Employees hired during the HDHP/HSA plan year (Jan 1 – Dec 31) shall receive the Board of Education contribution on a pro-rated basis as provided by IRS Code and Regulations.

All bargaining unit members who have a Health Savings Account or Full Use Flexible Spending Account (FSA 1) will receive the district's contribution to that account on the first business day in January.

3) Details and forms will be available from the Treasurer's Office prior to September 10 of each school year. The insurance programs include but are not limited to Hospital, Surgical, Major Medical, Dental, Life, Health and Accident, Vision, and Income Protection policies.

3. Life Insurance (Term Life, Accidental Death and Dismemberment)

The Board will provide bargaining unit members with a term life insurance policy of thirty-five thousand (\$35,000). Bargaining unit members who retire pursuant to the guidelines of this Negotiated Agreement shall have the opportunity to convert (at his/her expense) Life Insurance. Such conversion shall be made according to the rules and procedures prescribed by the Life Insurance Carrier at the time of the bargaining unit member's retirement.

4. Dental Insurance

The Board will pay one hundred percent (100%) of the cost of the premium of the current dental program.

Such coverage shall meet or exceed the specifications below.

Maximum Benefits per Covered Person	\$2,000 per year
Deductible – Individual	\$25 per year
Deductible – Family	\$50 per year
Orthodontic Services per covered Person (not subject to annual deductible)	\$1,000 Lifetime
Co-Insurance Amounts:	
Diagnostic & Preventative Services	100% of UCR Charges
Routine Dental Services	80% of UCR Charges
Major Dental Services	50% of UCR Charges
Orthodontic Services	60% of UCR Charges

5. Vision Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, vision care insurance coverage. For unit members who elect such insurance, the Board will pay a maximum of \$8.00 family, and up to \$3.00 single on monthly premiums.

Such coverage shall meet or exceed the specifications below:

Examination	Once in any 12 month period
Lenses (if required)	Once in any 12 month period
Frames (if required)	Once in any 12 month period
Benefits	\$50.00 Wholesale frames \$130.00 Retail equivalent \$130 Elective Contact Lens
Maximum benefit	Payment in full (if a panel doctor is used) Payment per schedule (if a non-panel doctor is used)
Deductible	None on frames \$10.00 on Exam

6. Flexible Spending Accounts (FSA)

The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA) for the payment of unit members' insurance(s) premium contributions, qualified medical expenses, and dependent care on a pre-tax basis. A "Full Use FSA (FSA 1)" shall be available only for unit members who do not choose or qualify for an HSA. A "Full USE FSA (FSA 1)" shall be for qualified medical expenses (including, but not limited to, deductibles, co-pays, over the counter medication, etc.), vision, dental, dependent care account(s), and for the Board's contribution toward the HDHP. A "Limited Use FSA (FSA 2)" shall be available to unit members with Health Savings Accounts and it shall be for dental, vision, dependent care account(s), but not for medical benefits except as provided by law. The Flexible Spending Accounts are solely for the purpose of reducing current tax for unit members and will remain in effect so long as IRS Flexible Spending Account laws and rules remain substantially unchanged. The Flexible Spending Accounts will be available to unit members with language providing for recovery of funds if necessary. Neither the Board nor WESSA guarantees any tax results associated with the FSA or HSA plans, and are not liable for any tax consequences for the members.

7. Employee Assistance Program (EAP)

- a. The Board of Education will provide an Employee Assistance Program (EAP) with equivalent or better services and protection than those presently provided.
- b. Unit member participation in EAP is voluntary.
- c. All information derived from a unit member's (or his/her immediate family) involvement with EAP shall be confidential. No information shall be released under any circumstances without prior written authorization of the unit member, except as required by law. Such information shall not be placed in a unit member's personnel file nor affect job security, assignment, transfer, or eligibility for promotional opportunities.

8. Insurance Trust Committee

The "Insurance Trust Committee" for the Medical Program shall consist of no more than eight (8) members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), Treasurer's Office (1), AAS (1) and District Administration (1). The WESSA President shall appoint its one (1) member of the Committee. The Insurance Trust Committee's charges include, but are not limited to, employee incentive plans, long-range employee health maintenance, HMO coverage, and potential plan modifications, meeting with representatives of the carriers and/or insurance consultant to review the previous years' claims experience, and explore/examine options in cost containment and rate adjustments to reduce the total premium increase. Copies of the regular monthly reports and any special reports submitted by the carriers shall be furnished to all members of the Insurance Committee.

The Insurance Trust Committee shall establish a Health Care Management (HMC) Sub-Committee to investigate and make recommendations before the next medical health insurance renewal date on a Health Care Management program for Westerville employees. The make-up of the Health Care Management (HMC) Sub-Committee shall consist of eight (8) members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), AAS (1), Treasurer's Office (1), and District Administration (1). The (HMC) Committee shall establish its own guidelines of operation and meeting schedule.

9. Change of Status

Bargaining unit members who experience a qualifying event per the Certificate of Coverage (the certificate of coverage which includes qualifying events will be posted on the intranet) must notify the Treasurer's Office within thirty-one (31) days after the change occurs.

10. Dependent Eligibility Audit

When the BOE Treasurer becomes aware that a unit member may have an ineligible dependent(s) that must be removed from coverage the BOE Treasurer will inform the unit member by certified mail and email. A meeting with the BOE Treasurer, if requested by the unit member will occur within ten (10) work days of the notification and prior to any action to remove the alleged ineligible dependent(s).

K. SALARY SCHEDULES

Salary Base – 2.50% effective July 1, 2010. (See Appendix H)

Salary Base – 1.75% effective July 1, 2011 (See Appendix I)

L. EXTENDED PAY PLAN

Employees working less than twelve (12) months shall be given the option to receive full pay during the term of the individual contract ("pay-as-you-go") or be paid on a twenty-six (26) pay per year extended pay plan provided that written notice of any desired change in plan is submitted to the Board Treasurer by July 1 of each year.

M. SERS PICKUP

1. The Board agrees to "pick up" (utilizing the salary reduction method and at no cost to the Board) employees contributions to the SERS for the purpose of reducing current tax for unit members under the following conditions:
 - a. The amount to be "picked up" on behalf of each employee shall be equal to the employee's required contribution to the SERS. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.
 - b. Shall be uniformly applied to all members of the bargaining unit.
 - c. The pick-up shall apply to all compensation (including supplemental earnings) thereafter.
 - d. Payment for all paid leave, sick leave, personal leave and severance pay including unemployment and workman's compensation shall be based on the employee's daily rate of pay prior to reduction.
2. Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the agreement shall be declared null and void.

N. TAX SHELTERED SAVINGS PLANS

The Board agrees to provide employees with tax sheltered programs which shall be deductible for employee contribution through payroll deductions.

O. MILEAGE

A unit member required in the course of his/her work to drive a personal vehicle from one school building to another shall be reimbursed at the prevailing Internal Revenue Service (IRS) rate per mile. Changes in this IRS rate will become effective the first month following IRS publication of such a change, typically midyear (January).

P. RETIREMENT INCENTIVE

Bargaining unit members, who are eligible to retire pursuant to the guidelines of the School Employees Retirement System (S.E.R.S.), shall qualify for a retirement incentive payment. This does not apply to Disability Retirement.

Bargaining unit members who are eligible to retire shall be granted a retirement incentive payment in the amount of two thousand five hundred dollars (\$2,500) to be paid in one (1) lump sum with severance pay.

To qualify the unit member must:

- I. The unit member must apply for the benefit under the S.E.R.S. guidelines:
 - a. Sixty (60) years of age or more and ten (10) years or more of service or
 - b. Fifty five (55) years of age with twenty five (25) years or more of service or
 - c. Any age with thirty (30) years of service
2. During the contract a unit member who is eligible to retire by June of that specific year must submit by certified mail to the Superintendent on or before December 30 a written notice of intent to retire at the eligible date or at the end of that specific school year.
3. Provide written verification of retirement from the S.E.R.S.

Q. TUITION REIMBURSEMENT

Employees are encouraged to learn and improve skills directly related to their job duties and responsibilities. Tuition reimbursement for pre-approved courses or in-services will be available up to a total of four thousand dollars (\$4,000) per year on a first come first served basis. These monies are available for training of Health Aides as well as other unit members. To be eligible for reimbursement, courses or in-services must be directly related to the posted job duties as determined by the Superintendent and must be pre-approved by the Superintendent or his/her designee. No employee shall be reimbursed for more than they actually paid for the coursework, with a limit of up to three hundred dollars (\$300) per unit member.

In the event a bargaining unit member is released during his/her workday to attend a pre-approved course or in-service, the Board reserves its right not to obtain a substitute.

Bargaining unit members shall apply in writing by using a prescribed form. Applications must be submitted to the Superintendent at least four weeks before the course(s) shall begin. To be eligible for reimbursement, bargaining unit members must not only have prior approval, but shall submit to the Treasurer's office information verifying completion of the course or workshop.

- R. Tax-Sheltered Accounts - There will be payroll deductions of equal amounts throughout the year for those unit members who elect to participate in tax sheltering programs.
1. Those unit members desiring tax sheltering programs should contact the Treasurer's office. Such deductions shall continue from year to year until said unit member gives written notice to the Treasurer that such deductions be discontinued. Changes elected by unit members shall be submitted to the Treasurer on the appropriate forms during the first three weeks of September, December, March, and June. Any changes elected by a unit member in tax sheltering programs shall be effected by the Treasurer at the start of the next pay cycle.
 2. The Board shall maintain a 403(b) program utilizing the same vendors in place as of the dates of this Contract. When the IRS issues new guidelines regarding 403(b) plans the Board and WESSA agree to meet to address the impact of such guidelines.
 3. The contract to provide tax annuity plan services shall be posted on the district intranet and shall be promptly updated when amended.

**ARTICLE IX
WORK SCHEDULE**

A. WORK WEEK

Under normal circumstances, the workweek shall consist of five (5) consecutive days Monday through Friday, for all hours scheduled by the Board. If abnormal circumstances exist due to Acts of God, disaster, or calamity, the Board may be required to adjust the workweek. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the school district in accordance with provisions of Article VIII.C. (Overtime).

B. ANNUAL WORK SCHEDULE

1. The annual work schedules for unit members shall be as follows:
 - a. Twelve (12) month - the first workday each July through the last workday of the following June.
 - b. Eleven (11) month - normally two hundred twenty-eight (228) work days. The first work day will normally be nineteen (19) work days prior to the first day of classes for students each school year and the last work day will be seventeen (17) work days after the last day of student classes. Vacation days shall be assigned during the non-school/student days during Winter break and Spring break and the non-school day before Thanksgiving.
 - c. Ten (10) month - normally two hundred five (205) work days. Unless an alternative schedule is mutually agreed upon between the unit member and her/his immediate supervisor and prior to July 1st, twelve (12) work days prior to the first day of classes for students each school year through the eleventh (11th) work day after the last day of student classes.
 - d. Nine (9) month - normally one hundred eighty-five (185) work days to be scheduled in accordance with the teachers' calendar - Typically, two (2) work days prior to the first day of classes for students through the first work day after classes for students.
2. The actual number of workdays may vary from year to year depending upon the school calendar established by the Board.

C. VACATION

1. Twelve (12) month employees shall earn vacation under the following schedule:

0-11 months	Ten (10) days
1-5 years	Twelve (12) days
6-8 years	Fourteen (14) days
9-13 years	Fifteen (15) days
14-20 years	Twenty (20) days
21-25 years	One (1) day for each year of service to a maximum of twenty-five (25) days.

2. Eleven (11) month employees hired before August 1, 2007 shall earn vacation under the following schedule and shall be assigned vacation days during the non-school/student days during Winter break and Spring break and the non-school/student day before Thanksgiving, if on the school calendar. Any vacation days taken above and beyond those breaks shall be taken in accordance with this Agreement.
- a. Eleven (11) month employees shall earn vacation under the following schedule:
- | | |
|-------------|--|
| 0-9 years | Vacation days shall solely be those days designated on the school calendar as the non-school days during Winter break and Spring break and the non-student day before Thanksgiving. The actual number of vacation days may vary from year to year depending upon the school calendar established by the Board. |
| 10-14 years | Fifteen (15) days |
| 15-20 years | Twenty (20) days |
| 21-25 years | One day (1) day for each year of service to a maximum of twenty-five (25) days |
- b. Eleven (11) month employees who by reason of years of service in Westerville earn vacation days over and above those that are scheduled on the day before Thanksgiving, Christmas and Spring break ("overage") shall be credited the overage days at the beginning of each employment year.
- Example: Where there are 12 days of assigned vacation (i.e. day before Thanksgiving, Christmas and Spring break) in a school year and under the following schedule the employee with fifteen (15) years will earn 20 days a year, on July 1 that employee will be credited with 8 days of overage vacation (20-12 = 8 overage vacation days).
- If an eleven (11) month unit member ends Board employment before the end of the school year and has not accumulated enough time to cover the used overage vacation days then the per diem amount for those days used will be deducted from his/her last paycheck.
- c. Vacation days for eleven (11) month employees hired or transferring from unit positions after August 1, 2007 shall solely be those days designated on the school calendar as the non-school days during Winter break and Spring break and the non-school day before Thanksgiving.
- d. In rare instances where any of the above dates are used for calamity purposes the Board and WESSA shall meet to resolve any conflicts regarding this vacation benefit.
- e. Unit members may sign up to substitute within their classification during Winter break or Spring Break according to Article 8 E.
3. The operational needs of the school district require that vacation time normally, and to the extent possible, will be taken in those periods when the workload is relatively lighter than at other times. Eleven (11) month employees hired before August 1, 2007 will not take vacation during the week before school is out, the first week of school and the month following the start of school. Vacation at other times when school is in session is not recommended unless this requirement is waived by the Superintendent. Requests to use earned vacation days shall be submitted in writing and must be recommended by the employee's immediate supervisor.

4. Twelve (12) month employees' vacations are to be taken during the period July 1 through June 30. Twelve (12) month employees may take vacation during Winter break or Spring break.
5. Twelve (12) month employees begin to earn vacation as of the last day of the first month of employment. (i.e., a new employee who is in a paid status on the last day of a month will be credited with one (1) vacation day for that month.) Eleven (11) month employees hired before August 1, 2007 begin to earn vacation beyond the above-mentioned non-student break days (see paragraph C.2.) beginning on July 1st of their tenth year of employment (each year consisting of a minimum of 120 work days). Unit members who are denied vacation accumulation due to use of unpaid leave shall have the right to a conference with the Human Resources Department and may petition to discuss the possible restoration of vacation.
6. Twelve (12) month employees may use vacation days as they are earned or may be accumulated to a maximum of the total number of days earned in two (2) years. (That is, the total number of unused vacation days which may be carried from the end of one contract year into the next contract year may not exceed to total number of days accrued in the previous two (2) years.) Eleven month employees hired before August 1, 2007 and beginning their 10th year of employment with the Board may use vacation days (beyond the assigned vacation days during Winter break and Spring break and the non-student day before Thanksgiving) as earned or may accumulate vacation to a maximum of fifty (50) days.
7. Vacation days may be used in one half (1/2) day increments.
8. Any vacation days beyond the two (2) year accumulation for twelve (12) months employees or the fifty (50) day maximum for eleven (11) month employees will be added to sick leave.
9. Upon separation from employment a non-teaching school employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current year. In case of the death of a non-teaching school employee such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with section 2113.04 of the Ohio Revised Code, or to his estate.
10. New employees are eligible to take vacation upon completion of their probationary period.

Note: After five (5) years service in the district, ten (10) month full-time employees shall be granted five (5) paid days which must be taken during Christmas and/or Spring Break.
11. When a unit member transfers from a position which accrued vacation to a unit position which does not accrue vacation the unit member shall be entitled to compensation (at his/her rate of pay in the position that accrued the vacation leave) for all lawfully accrued and unused vacation leave to his/her credit at the time of transfer, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his/her transfer and the prorated portion of his/her earned but unused vacation leave for the current year.

D. HOLIDAYS

1. Unit members will have the following holidays:

9-10-11 Month Employees

- | | |
|---------------------------|---------------------------|
| 1. Labor Day | 6. New Year's Day |
| 2. Thanksgiving Day | 7. Martin Luther King Day |
| 3. Day after Thanksgiving | 8. President's Day |
| 4. Day before Christmas | 9. Good Friday |
| 5. Christmas Day | 10. Memorial Day |

12 Month Employees

- | | |
|---------------------------|---------------------------|
| 1. Labor Day | 6. New Year's Day |
| 2. Thanksgiving Day | 7. Martin Luther King Day |
| 3. Day after Thanksgiving | 8. President's Day |
| 4. Day before Christmas | 9. Good Friday |
| 5. Christmas Day | 10. Memorial Day |
| | 11. Independence Day |

2. Any unit member required to work on a holiday shall be paid in accordance with Article VIII C.4.
3. An employee shall be entitled to the listed paid holidays provided the employee works her/his scheduled work day before and her/his first scheduled work day after the holiday, (unless she/he does not have scheduled work days after the holiday) or is on an approved paid leave of absence on either or both of such days.

E. BREAKS

1. All full-time employees shall receive two (2) fifteen (15) minute breaks per workday. One (1) shall occur during the a.m. and one (1) shall occur during the p.m. portion of the workday. Part-time employees shall receive one (1) fifteen (15) minute break during their workday. The employee and his/her immediate supervisor shall mutually schedule breaks. An employee may not routinely shorten his/her workday by foregoing a break(s) or lunch.

F. STUDY HALL/BUILDING DUTY MONITORS

1. Each monitor will be given one (1) fifteen (15) minute break in the a.m. and one (1) fifteen (15) minute break in the p.m.
2. Study Hall/Building Duty Monitors shall not be required to verify with parents the absence of students from Study Hall/Building Duty.
3. In buildings where there are two or more study hall/building duty monitors, a study hall monitor will receive 1.5 times his/her current hourly rate of pay for each hour of coverage to cover another study hall monitor's duties who is absent. This applies to the situation where one of the monitors is absent, no substitute was found to cover his/her duties, and the other monitor(s) is/are left covering his/her/their own study halls/duties as well as the duties/study halls of the absent monitor.
4. Except in cases of an emergency Building Duty Monitors will not substitute for Cafeteria Aides.
5. If a special needs student in an ALC or ISS setting is significantly disruptive or difficult to

control, the building duty monitor may first seek the assistance of his/her building administrator, school psychologist, and, thereafter may request the appropriate special needs supervisor to review the concern, identify needed action, or reconvene the IEP/504 team.

In-service shall be offered to each building duty monitor on a voluntary basis who is providing service to a student on an IEP/504 Plan and who is under the supervision of a special education teacher.

G. LUNCH PERIOD

1. All employees regularly scheduled to work six (6) or more hours per day shall be guaranteed a minimum of a thirty (30) minute unpaid and uninterrupted, duty-free lunch period, in accordance with the established time for each affected employee.
2. An employee shall have the option to leave the building provided the employee returns to his/her assignment promptly at the end of the established lunch period.

H. Effective April 4, 2005, in elementary school buildings which have an ADM of five hundred (500) or more students, and have in the office only one secretary and one clerk, the daily hours of the secretary and the clerk shall be increased by .5 hours per day. The increased hours will continue as long as the building has a 500 ADM or more, and that the office has one secretary and one clerk. Should, during the school year, the ADM of the elementary building fall more than 3% under the 500 ADM or the office has an additional secretary or clerk added, then the secretary and the clerk will have the .5 hours reduced from her/his daily hours.

**ARTICLE X
JOB POSTINGS**

A. POSTING PROCEDURE

1. All bargaining unit vacancies and new positions as determined by the Board shall be posted in all work locations for five (5) workdays. Postings shall include the qualifications of the position and the job description. The President of the Association shall be sent a copy of all postings.
Unit members who will not be on duty during the posting period shall be notified of the vacancy by U.S. Mail if so requested prior to their absence. Such request shall be made in writing to the Office of Classified Personnel on or before June 1 each year. Posting will also be on the WCS web site.
2. An employee may file for the vacancy by completing the on-line application or by submitting a bid slip (Appendix C) to the Office of Classified Personnel within the filing period. Any employee on leave or vacation may authorize his/her building representative to file on the employee's behalf. Such authorization shall be in writing with a copy to the employee's supervisor.

Bargaining unit members may bid on more than one posted vacancy concurrently, however, if recommended for a specific position, the unit member must decide whether to accept that position and communicate that decision to the Office of Classified Personnel within twenty-four (24) hours of being notified of the recommendation.

3. The most qualified bargaining unit member who meets the posted qualifications and who filed for the vacant position during the posting period shall be awarded the position.
 - a. Factors that will be considered in determining the most qualified bargaining unit member shall include one or more of the following. (Documents related to the

following will be considered, if available and provided by the applicant). Each factor is as equally important as another.

- (1) Demonstrated ability to perform the duties of the position set forth in the posting.
 - (2) Experience in similar positions/skill sets (as listed on the job description) with similar responsibilities and duties.
 - (3) Evaluation record as found in the personnel file.
 - (4) Special training and/or education relevant to performance of the duties of the position set forth in the job posting. Recommendations from prior supervisors.
 - (5) Annual Performance Evaluations.
 - (6) Scores on the district screening examination (if available) if a bargaining unit member changes to a higher classification.
4. If a bargaining unit member is not deemed qualified through the above process, the Board may fill the positions with persons from outside of the bargaining unit.
 5. A new employee will serve a ninety (90) workday probationary period.
 6. A unit member applying for a position in the same job classification shall not be required to take the district screening examination. Any employee who has applied for a vacant position or a promotional position and is not accepted for the position may request written notice identifying the reasons why he/she was not selected. Bargaining unit members who have been interviewed for a position, upon completion of the internal process, shall be notified in writing that, "pending board approval", he or she was or was not recommended for the position.
 7. All positions pursuant to X.A. 1. shall be filled, except for Board action to the contrary, within ten (10) working days after the last day of posting. In the event that an emergency requires an extension of the 10 day period, the Superintendent shall notify the Association President of the nature of the emergency and discuss an alternative schedule.
 8. An employee must have been in his/her current position for no less than six (6) months in order to submit a bid on a posted position pursuant to sections 2 or 3 above. No bargaining unit member shall be denied the opportunity to apply, and be interviewed for a posted position which will become available beyond the six month time period.

B. NEW POSITIONS

Whenever the Board intends to create a new position which will be within the bargaining unit, the Superintendent/Designee shall discuss the position with representatives of the Association, and the parties shall negotiate its classification and placement on the salary schedule prior to making a recommendation to the Board of Education.

C. **TRANSITION TRAINING**

When a unit member's position is filled in accordance with the Job Bid procedure, and the newly hired employee requests transition training, then a period of on the job training will occur. If the training is outside of the normal contract day then the employees shall be paid at the regular hourly rate.

D. **VACANCY DUE TO DISABILITY RETIREMENT**

When a bargaining unit member begins disability retirement, under the guidelines of the School Employees Retirement System (SERS), that unit member's position will be declared vacant the day the unit member begins retirement, and will be posted and filled in accordance with Article X. Should the unit member return from SERS disability retirement the Board will follow the SERS return to work policy. The least senior employee in the same classification as the unit member returning from Disability Retirement may be laid off.

The time on SERS Disability Retirement shall not be a break in service and the unit member shall be credited with the seniority she/he had at the time of taking SERS Disability Retirement.

**ARTICLE XI
LEAVES**

A. **PAID**

1. **SICK LEAVE**

- a. Sick leave shall accrue at the rate of one and one fourth (1-1/4) days per month to a total of two hundred forty-five (245) days. Accumulation shall be unlimited for purposes of severance pay under Article VIII, Section I. Employees may use sick leave for personal illness, illness or death in the immediate family, pregnancy or exposure to a contagious disease. Sick leave for pregnancy/adoption may be used for a total of sixty (60) consecutive work days before or after the birth or adoption of a child. Days that unit members are not required to report for duty (e.g. Spring Break, Christmas/New Years Break, etc.) shall not count against the employee's sick leave or FMLA leave entitlement. The period during the summer when a unit member is not required to report for duty will not be counted against the unit member's sick leave entitlement. A unit member who is on sick leave at the end of the school year shall be provided with any benefits over the summer months that employees would normally receive if they had been working at the end of the school year.

Immediate family shall be defined as family members residing in the employee's household or spouse, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparents, step-grandparents, grandchildren, aunt or uncle.

- b. Falsification of any kind regarding the need to use and/or the use of sick leave shall constitute sufficient grounds for the suspension or termination of employment.
- c. Sick leave shall not be earned during the term of any unpaid leave consisting of ten (10) or more contract days in a given month.
- d. Sick leave will be calculated to the nearest quarter (1/4) hour.

- e. Each new unit member or any unit member who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year, or if necessary, the following contractual year. If an employee's employment ends before he/she has repaid the advanced sick leave, the per diem amount not paid back will be deducted from his/her last payroll check.
- f. Bargaining unit members shall make every reasonable effort to notify their building supervisor of their absence on a daily basis at least one (1) hour prior to their starting time.
- g. When a unit member becomes aware of the need to use sick leave, he/she shall notify the Automated Substitute calling system so that arrangements can be made for a qualified substitute. The following information shall be given to the Automated Substitute calling system: unit member name, assigned building(s), day(s) or partial days of absence, and tentative reason for absence.

If the unit member is aware at the time of calling the Automated Substitute calling system that his/her absence will be for multiple contract days, he/she shall indicate the number of days to the Automated Substitute calling system rather than calling each day of the absence. If the unit member later finds that additional days are needed or that he/she can return sooner than originally expected, the Automated Substitute calling system shall again be notified. Absences over five (5) consecutive contract days must be entered by the building administrator or the Human Resources Office.

- h. If a suspected inappropriate pattern of sick leave emerges, the Superintendent or designee shall notify the WESSA President of the potential sick leave misuse. Where the Superintendent or designee determines it is probable that a bargaining unit member has engaged in an inappropriate pattern of sick leave usage or has used sick leave for reasons other than those provided in Article XI of the negotiated agreement, a meeting will be arranged with the unit member and appropriate personnel. The unit member shall have the right to representation at the meeting(s) and will be provided with a statement of the allegations to which he/she may respond at the meeting(s). If the district substantiates an inappropriate pattern of sick leave usage or sick leave abuse, the unit member may be disciplined in accordance with Article IV, H. 2., Disciplinary Procedures. The Board and the Association shall mutually establish the criteria for an inappropriate pattern of sick leave usage through the Labor Management Committee.
- i. In the event of catastrophic, prolonged, or chronic illness, a unit member who has exhausted his/her Sick Leave pursuant to Article XI 1.A. may request, through the WESSA Association, the Superintendent to authorize voluntary transfer of additional sick leave hours from other bargaining unit members to the affected unit member. Guidelines for administering this provision will be mutually developed by the WESSA President and Superintendent.

2. PERSONAL LEAVE

- a. All bargaining unit members, except twelve month employees, shall be granted a maximum of three (3) days personal leave per year. All twelve month employees shall be granted a maximum of four (4) personal leave days per year. Unused leave shall not accumulate from year to year.

- b. If the date the employee needs to take personal leave is scheduled or known in advance he/she shall notify his/her immediate supervisor, if possible, at least forty-eight (48) hours in advance of the leave date.
- c. Personal leave shall not normally be approved for the day preceding or following a holiday, vacation period or the first and last week of school.
- d. Personal leave shall be granted for the following reasons:
 - 1. Emergency circumstances.
 - 2. Personal business, which cannot be handled outside working hours. No further explanation will be required except that the employee shall certify in writing that the leave will not be used for rest, recreation, vacation, or for seeking or engaging in gainful employment.
- e. If personal leave is being taken for the reason set forth in Article 11 A. 2., on the day preceding or the day following a holiday, vacation period, or during the first or last week of school, or any Friday in the month of May, the unit member must submit the appropriate form along with reason for the request which are acceptable to the Superintendent prior to the requested leave day. If prior request for personal leave on any Friday in the month of May is not submitted on the appropriate form, the unit member will be deducted personal leave at a rate of one point five (1.5) per day per one (1) day of personal leave usage. If the appropriate form is submitted and approved, the unit member will be deducted two (2) hours or full day ratios.
- f. If personal leave is being taken for the reason set forth in Section d.1. above on any Friday in the month of May, the unit member may be required to submit evidence to the Superintendent to justify the use of personal leave.
- g. Personal leave may be used in two (2) hour increments. Absence for a portion of a day beyond one-half (1/2) day shall be deducted as a full day of personal leave.
- h. The unit member shall complete a personal leave form justifying the use of personal leave, not later than the second workday after the employee returns to work.
- i. One (1) day of personal leave may be used in conjunction with the unpaid leave of absence provisions of this agreement.
- j. Any unused personal leave days shall be added to sick leave accumulation on July 1.
- k. The Superintendent may authorize personal leave for more than three (3) days if approval is requested in advance.

3. JURY DUTY - COMPULSORY COURT APPEARANCE

- a. A unit member, upon written request to the Superintendent, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The unit member shall receive his/her normal pay during jury service and retain any jury duty pay received from the court. A leave form shall be submitted when the unit member becomes aware of the need to use Jury Duty Leave. If a bargaining unit member is released from Jury Duty with one half or more of

his/her workday remaining, the bargaining unit member shall return to the worksite.

- b. A unit member who is subpoenaed to appear as a witness in a school business/activity case shall be granted paid leave for the number of days or partial days needed to give testimony as long as the unit member is not engaged in pursuing a lawsuit against the district. A written request shall be submitted to the unit member's immediate supervisor as soon as the need for such leave is known.

4. ASSAULT LEAVE

- a. A unit member who must be absent due to physical disability resulting from an unprovoked or unjustified assault on such unit member which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be granted assault leave, providing all of the standards in Section b. below are met. Full pay status (days not charged to Sick Leave) under Assault Leave shall be granted up to a maximum of the first twenty (20) days of said disability. At the end of the twenty (20) days the unit member may at his/her option use sick leave or receive workmen's compensation (if eligible) for the period of the physical disability.
- b. A unit member requesting assault leave will complete and submit to the Superintendent a form which shall include the following:
 - 1) Date and time of occurrence.
 - 2) Identification of the individual(s) causing the assault (if known).
 - 3) Facts and circumstances surrounding the assault.
 - 4) A certificate from a licensed physician describing the nature of the injury sustained causing absence, if such absence was for more than one (1) day.
 - 5) A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
 - 6) Signature of the assaulted unit member.
- c. If sick leave becomes exhausted beyond the five (5) day advance as set forth in Section A, a unit member may apply for further sick leave. Whether such additional leave is granted shall be determined solely by the Superintendent.
- d. A disability resulting from assault shall terminate when the unit member can return to the assignment held prior to the disability or the unit member becomes eligible and takes disability retirement provided under the provisions of the retirement program.
- e. A unit member disabled as a result of assault and who has been granted an unpaid medical leave pursuant to Section B.1.a. of this Article will be returned to the same position held at the time of the incident whenever possible. A unit member disabled as a result of assault and who has used assault leave or a combination of assault leave and sick leave will be returned to the same position held at the time of the incident if the total number of paid status leave days does not exceed sixty (60) days. If the total number of paid status leave days exceeds sixty (60) days, the unit member will be returned to the same position held at the time of the incident whenever possible, as determined by the Superintendent.

- f. In cases where the unit member is unable to work for an extended period of time beyond the period covered by the assault and sick leave, it will be the Board's and the Administration's prerogative to require initial and continuing medical substantiation for the absence. The Board will pay the full cost of all required examinations.

B. UNPAID

The employee will pay the total premium for all health insurance after twenty (20) consecutive workdays during an unpaid leave of absence except as required by the FMLA.

1. LEAVES OF ABSENCE

- a. An employee may be granted a leave of absence for up to two (2) years for illness or disability. Upon return to duty the employee shall be paid at the rate specified for his/her years of service on the salary schedule and shall have the option of returning to his or her previously held position one year from the onset of the illness or disability. During the first year the position shall be filled by a substitute. During the second year, the position shall continue to be filled by a substitute or posted and filled. If the position is posted and filled during the second year, the bargaining unit member on leave shall be considered in accordance with Article X for the first available position within the same classification.
- b. The employee's application for medical leave shall be accompanied by a physician's statement describing the need for such leave and the period of time during which the employee is required to be relieved of his/her duties.
- c. Short-term leave may be granted by the Board without pay. Short-term leave is intended to cover needs for which relief is not provided using other leave provisions. Such leave will not be granted the first or last week of school. Requests shall be submitted to the Superintendent at least five (5) days in advance of the requested starting date of the leave.
- d. Notification of approval or disapproval of above requested leave shall be given to the employee within five (5) workdays after the request is submitted in writing.

2. CHILD CARE

a. Child Care Leave

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of caring for his/her child. Such leave shall be for a maximum period of six (6) months and shall be granted upon giving the Board four (4) weeks notice prior to the anticipated date on which the leave is to commence. If the bargaining unit member returns to work within six (6) months, he/she shall return to his/her previously held position.

3. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board and the Association, on its own behalf and on behalf of the unit members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA leave of absence and otherwise exercise such rights as it may have under the FMLA and Regulations enacted there under with respect to such leave.

The FMLA permits qualified employees to receive up to twelve (12) weeks of unpaid leave per year for personal or family medical reasons. An eligible unit member is one who, on the date on which any FMLA leave is to commence, has been employed for at least 1,250 hours of service with the Board during the previous twelve month period. The unit member shall receive written notification at the start of FMLA leave as to when her/his sixty (60) work days are projected to end. The twelve (12) weeks of FMLA leave during a twelve (12) month period shall be interpreted to be the same as sixty (60) work days during a twelve (12) month period. Days that unit members are not required to report for duty shall not count against the employee's sick leave or FMLA leave entitlement. The period during the summer when a unit member is not required to report for duty will not be counted against the unit member's FMLA entitlement. A unit member who is on FMLA leave at the end of the school year shall be provided with any benefits over the summer months that employees would normally receive if they had been working at the end of the school year. FMLA leave is unpaid except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

FMLA – Military

Unit members are advised that FMLA contains provisions relating to leave for individuals who are in the military or who have family members in the military. For more information, contact the Human Resource Office for details.

4. SHORT TERM LEAVE

A unit member may use short term leave during the school year in full workday increments, with the total number of days not to exceed ten (10) days per school year. These days shall be without pay and may be coupled with personal leave as provided in Article XI, Section A.2.i. Written requests for such leave must be made to the Superintendent or his/her designee at least one (1) week before the leave is to begin.

5. OTHER UNPAID LEAVES

- a. A unit member may, with the Superintendent's approval, be granted an unpaid leave of absence. Written application shall be made to the Superintendent stating the purpose of the leave, the period of time involved, and a signed statement regarding the need for or desirability of said leave. Requests for unpaid leave may include but are not limited to professional study.
- b. The following conditions shall apply to any leave granted under this section:
 - 1) Such leave is normally to be granted in one semester blocks.
 - 2) A maximum of two (2) years may be requested and granted.
 - 3) The request must be submitted at least thirty (30) days prior to the date of leave. Said request shall be submitted on the Request for Leave Form.
 - 4) Any use of leave of absence for a purpose other than that stated in the

approved application may be grounds for termination of the unit member's contract.

5) Application for reinstatement from leave must be made in writing to the Superintendent. Normally, an unpaid leave will begin and end at the start of a semester. Unit members returning at other times, due to the reason for the leave, shall be assigned to duty as soon as possible. Upon return to service, the unit member shall resume the contract status he/she held prior to the leave of absence.

ARTICLE XII LAYOFF PROCEDURE

A. Whenever it becomes necessary to reduce the number of employees in a classification due to financial reasons, lack of work, job abolishment, by return to duty of a unit member on SERS disability leave, layoffs shall be made in the inverse order of seniority under the following rules:

1. Seniority Definition:

For the purpose of this Article, seniority is defined as years of continuous service in the bargaining unit from the most recent date of hire.

If two or more unit members have identical seniority the tie will be broken in the following order:

- a. By date of hire on the Board's agenda.
- b. By date of the notification letter of hire.
- c. By coin flip. The Association shall be present for any coin flip to break a tie.

2. Posting of Seniority List

The Board shall post the seniority list annually not later than October 1 of each work year, on the district's intranet site.

The names of employees on the seniority list shall appear in seniority rank order within areas of classification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

3. Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies, which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

4. Layoff Sequence/Bumping

- a. The person with the lowest seniority in the affected classification in the affected building shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.

Classifications:

Class Series A - Secretary I, Secretary II, Secretary III,

Class Series B - Accounting I, Accounting II, Accounting III,

Class Series A & B - Clerk Typist I, Clerk Typist II, Study Hall/Building Duty Monitor.

b. A unit member laid off pursuant to XII.A.1. of this provision may bump a unit member with the least seniority within the same classification. If there is no unit member with less seniority in the same classification, the laid off employee may then bump in the following manner:

1) The right to bump the least senior member in the next lower classification in either class series on the basis of seniority as defined in this Article; provided such employee is qualified in the lower classification as follows:

Class Series A

Secretary I
to
Secretary II
to
Secretary III

Class Series B

Accounting I
to
Accounting II
to
Accounting III

Class Series A & B

to
Clerk Typist I

to
Clerk Typist II
to
Study Hall/Building Duty Monitor

B. Limitations

1. No new hire shall be employed in a bargaining unit classification affected by layoff until all eligible, qualified employees under recall have been offered such position.
2. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
3. Qualifications for a bargaining unit position may be upgraded; however such upgrade will not prevent the recall of a laid-off employee.
4. Positions funded by "Seed Grants" will not be subject to the layoff and bumping provisions of Article XII. If the "seed grant" funds expire, the position shall be abolished and the individual hired in such position funded by the "seed grant" will be released from their contract with the Westerville City Schools. (Actual applicable provisions of the bargaining agreement will be agreed upon through a Memorandum of Understanding.)

C. Recall Procedures

Bargaining unit members who are laid off shall have recall rights in accordance with the following procedures.

1. A recall list of unit members shall be maintained by the Office of Classified Personnel and unit members shall be recalled in the reverse order of layoff to positions in the classification the unit member held prior to lay-off, which the Board has determined to fill.
 2. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee in the affected classification to be laid off before a less senior employee.
 3. Unit members shall maintain recall rights for a period of two (2) years from the effective date of lay-off.
 4. A unit member bumped to a lower classification shall have the right to return to her/his previous classification (on the basis of seniority) should that classification become vacant during the two year recall. The unit member shall notify the District on her/his application that she/he is exercising the right of return.
 5. Notice of recall shall be sent to eligible unit members in the classification the unit members held prior to layoff by certified mail. If the unit member fails to accept the position within ten (10) work days of receipt of notice in person at the Office of Classified Personnel or by certified mail, return receipt requested, (and received by the Office of Classified Personnel within the ten (10) day period) recall rights shall be forfeited.
 6. Upon recall the employee will be credited with the full accumulated seniority and leave time they had immediately prior to layoff. They shall also resume the contract status held prior to layoff but shall not be credited with experience during the time of layoff.
 7. Acceptance/refusal of substitute (i.e., on-call, casual) work shall not be used by the District to oppose unemployment compensation claims for a laid-off employee.
 8. All unit members who are on a recall list shall have the right, upon request of that unit member, to be carried on payroll records and to remain in group insurance programs, if available through the carrier. The affected unit member shall be responsible for the full premium following the effective date of his/her lay-off.
 9. While employees remain on layoff the Association shall be given upon request a quarterly update showing the status of all laid off employees, recalls and/or attempted recalls, and pertinent resignations, retirements, and terminations.
- D. Whenever it becomes necessary to reduce the number of hours to be worked by unit members, those unit members so affected shall have the option of the bumping rights which are provided unit members in lay-off circumstances as established in Section B of this Article above.
- E. The administration will notify the Association at least thirty (30) days prior to Board action to implement the lay-off. Upon receipt of the notification, the Association may request a meeting with the Superintendent or his/her designee to review the proposed lay-off.

ARTICLE XIII HEALTH AIDES

A. TRAINING

1. The school nurse shall provide or coordinate training necessary for health aides to appropriately work with students in the building(s) of assignment. Within the first week of employment initial hires will be provided an orientation of her/his job which will include shadowing a nurse during the health aide's day.

2. The Health Aides shall administer epipens when properly trained. The Health Aides employed prior to August 1, 2007 may freely volunteer to receive the necessary training, during work hours, and perform injections.

Health Aides hired after August 1, 2007, after approved District training, will administer prescribed medication, and medication which requires an injection.

All health aides shall receive written documentation that she/he has satisfactorily completed the approved district training and such documentation shall be placed in the employee's personnel file.

3. A health aide training/medication advisory committee shall be established. This joint committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association President, and shall annually review the procedures regarding the training and orientation of health aides in the District. The committee will have its first meeting by October 1, 2007, and will make its recommendations within sixty (60) workdays to the Superintendent and the WESSA President. For all subsequent years the committee shall make its recommendations for the next school year on or before March 1st. Any policy or contractual concerns shall be addressed, as needed, through the Superintendent/designee and the WESSA President/designee.
4. Demonstrated competence in a required training approved by the Committee in Article VIII shall qualify the health aide to receive a stipend as outlined in Article VIII, H. 3.

B. MEDICAL PROCEDURES

Health Aides shall be the only bargaining unit members required to assist a student with the caring for the student's personal bodily needs or to physically lift a student for any reason. Other bargaining unit members may freely volunteer to assist the Health Aide.
(Moved from Article IV. H. 3)

C. SCHOOL SITE COVERAGE

During the term of this contract, the coverage of the school clinics by health aides shall be the minimum coverage set forth in Appendix A.

D. LAYOFF PROCEDURE – Health Aide

Health aides are not included in the layoff/recall sequence under Article XII. The administration will notify the Association at least thirty (30) days prior to Board action to implement the lay-off. Upon receipt of the notification, the Association may request a meeting with the Superintendent or his/her designee to review the proposed lay-off.

Any reduction of health aides shall follow all the layoff/ recall procedures outlined as follows:

1. Whenever it becomes necessary to reduce the number of health aides due to financial reasons, lack of work, job abolishment, by return to duty of a unit member on SERS disability leave, layoffs shall be made in the inverse order of seniority under the following rules:

a) Seniority Definition:

For the purpose of this Article, seniority is defined as years of continuous service in the bargaining unit from the most recent date of hire.

If two or more unit members have identical seniority the tie will be

broken in the following order:

- 1) By date of hire on the Board's agenda.
- 2) By date of the notification letter of hire.
- 3) By coin flip. The Association shall be present for any coin flip to break a tie.

b) Posting of Seniority List

The Board shall post the seniority list annually not later than October 1 of each work year, on the district's intranet site.

The names of employees on the seniority list shall appear in seniority rank order, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

c) Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies, which affect her/his seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

d) Layoff Sequence/Bumping

The Health Aide with the lowest seniority shall be laid off first.

Whenever it becomes necessary to reduce the number of hours to be worked by Health Aides, those Health Aides so affected shall have the option of bumping a Health Aide that has the same or lesser hours, and has lesser seniority.

2. Limitations

- a) No new hire shall be placed into a health aide position until all eligible, qualified, health aides under recall have been offered such position.
- b) No current, non-bargaining unit employee shall be assigned to fill a health aide position while an eligible health aide remains on layoff status.
- c) Qualifications for a health aide position may be upgraded, however, such upgrade will not prevent the recall of a laid-off employee.
- d) Positions funded by "Seed Grants" will not be subject to the layoff and bumping provisions of Article XII. If the "seed grant" funds expire, the position shall be abolished and the individual hired in such position funded by the "seed grant" will be released from their contract with the Westerville City Schools. (Actual applicable provisions of the bargaining agreement will be agreed upon through a Memorandum of Understanding.)

3. Recall Procedures

Health aides who are laid off shall have recall rights in accordance with the following procedures:

- a) A recall list of health aides shall be maintained by the Office of Classified Personnel and health aides shall be recalled in the reverse order of layoff to a position held prior to lay-off which the Board has determined to fill.
- b) Unit members shall maintain recall rights for a period of two (2) years from the effective date of lay-off.
- c) Recall rights shall be waived if the employee resigns, or refuses to accept recall to a health aide position.
- d) A health aide bumped to a lower hours shall have the right to return to her/his previous hours (on the basis of seniority) should those hours become vacant during the two year recall. The unit member shall notify the District on her/his application that she/he is exercising the right of return to the previous hours.
- e) Notice of recall shall be sent to eligible health aides by certified mail. If the health aide fails to accept the position within ten (10) work days of receipt of notice in person at the Office of Classified Personnel or by certified mail, return receipt requested, and the health aide's acceptance is not received by the Office of Classified Personnel within the ten (10) day period) recall rights shall be forfeited.
- f) Upon recall the health aides will be credited with the full accumulated seniority and leave time they had immediately prior to layoff. They shall also resume the contract status held prior to layoff but shall not be credited with experience during the time of layoff.
- g) Acceptance/refusal of substitute (i.e., on-call, casual) work shall not be used by the District to oppose unemployment compensation claims for a laid off employee.
- h) All health aides who are on a recall list shall have the right, upon request of that aide, to be carried on payroll records and to remain in group insurance programs, if available through the carrier. The affected health aide shall be responsible for the full premium following the effective date of his/her lay-off.
- i) While employees remain on layoff the Association shall be given, upon request, a quarterly update showing the status of all laid off health aides, recalls and/or attempted recalls, and pertinent resignations, retirements, and terminations.

**ARTICLE XIV
ESL PARAPROFESSIONALS
ESL BILINGUAL AIDES**

- A. ESL Paraprofessionals and ESL Bilingual Aides shall be nine (9) month employees working the annual schedule provided in Article IX, B. 1. d.
- B. The following shall apply to ESL Paraprofessionals and ESL Bilingual Aides (hereafter referred to as "ESL employees") exclusively:
1. Those ESL employees working at elementary buildings shall have as part of their work day a planning time prorated to a class period.
 2. ESL employees regularly scheduled to work six (6) or more hours per day shall be guaranteed a minimum of a thirty (30) minute uninterrupted duty free paid lunch period.
 3. Any ESL employee required to travel between buildings shall be paid for twenty (20) minute travel time.
 4. ESL employees who work more than three (3) hours and less than six (6) hours shall receive one (1) fifteen (15) minute break during their workday. The employee and his/her immediate supervisor shall mutually schedule the break. An employee may not routinely shorten his/her workday by foregoing a break or lunch.
 5. All required training/professional development/in-service shall be either on release time or be paid at the employee's regular rate of pay.

C. LAYOFF PROCEDURE – ESL Employees

ESL employees are not included in the layoff/recall sequence under Article XII. The administration will notify the Association at least thirty (30) days prior to Board action to implement the lay-off. Upon receipt of the notification, the Association may request a meeting with the Superintendent or his/her designee to review the proposed lay-off.

Any reduction of ESL employees shall follow all the layoff/ recall procedures outlined as follows:

1. Whenever it becomes necessary to reduce the number of ESL employees due to financial reasons, lack of work, job abolishment, by return to duty of a unit member on SERS disability leave, layoffs shall be made in the inverse order of seniority under the following rules:

a) Seniority Definition:

For the purpose of this Article, seniority is defined as years of continuous service in the bargaining unit from the most recent date of hire.

If two or more unit members have identical seniority the tie will be broken in the following order:

- 1) By date of hire on the Board's agenda.
- 2) By date of the notification letter of hire.

3) By coin flip. The Association shall be present for any coin flip to break a tie.

b) Posting of Seniority List

The Board shall post the seniority list annually not later than October 1 of each work year, on the district's intranet site.

The names of employees on the seniority list shall appear in seniority rank order, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

ESL employees who were brought into the bargaining unit on July 1, 2005 shall have as their seniority date, July 1, 2005. For purposes of breaking a tie, the first factor shall be the length of continuous employment as computed from the date

of hire by the Westerville City School District as an ESL employee prior to moving into the bargaining unit. If there is still a tie, then 2 and 3 above shall apply.

c) Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies, which affect her/his seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

d) Layoff Sequence/Bumping

The ESL employee with the lowest seniority shall be laid off first.

Whenever it becomes necessary to reduce the number of hours to be worked by ESL employees, those ESL employees so affected shall have the option of bumping an ESL employee that has the same or lesser hours, and has lesser seniority. An ESL employee shall not bump into a position that requires proficiency in a particular language that the employee does not have.

2. Limitations

- a) No new hire shall be placed into an ESL employee position until all eligible, qualified, ESL employees under recall have been offered such position.
- b) No current, non-bargaining unit employee shall be assigned to fill an ESL employee position while an eligible ESL employee remains on layoff status.
- c) Qualifications for an ESL employee position may be upgraded, however, such upgrade will not prevent the recall of a laid-off employee.
- d) Positions funded by "Seed Grants" will not be subject to the layoff and bumping provisions of Article XII. If the "seed grant" funds expire, the position shall be abolished and the individual hired in such position funded by the "seed grant" will be released from their contract with the Westerville City Schools. (Actual applicable provisions of the bargaining agreement will be agreed upon through a Memorandum of Understanding.)

3. Recall Procedures

ESL employees who are laid off shall have recall rights in accordance with the following procedures:

- a) A recall list of ESL employees shall be maintained by the Office of Classified Personnel and ESL employees shall be recalled in the reverse order of layoff to a position held prior to lay-off, which the Board has determined to fill.
- b) Unit members shall maintain recall rights for a period of two (2) years from the effective date of lay-off.
- c) Recall rights shall be waived if the employee resigns, or refuses to accept recall to an ESL employee position.
- d) An ESL employee bumped to a lower hours shall have the right to return to her/his previous hours (on the basis of seniority) should those hours become vacant during the two year recall. The unit member shall notify the District on her/his application that she/he is exercising the right of return to the previous hours.
- e) Notice of recall shall be sent to eligible ESL employees by certified mail. If the ESL employee fails to accept the position within ten (10) work days of receipt of notice in person at the Office of Classified Personnel or by certified mail, return receipt requested, and the ESL employee's acceptance is not received by the Office of Classified Personnel within the ten (10) day period) recall rights shall be forfeited.
- f) Upon recall the ESL employees will be credited with the full accumulated seniority and leave time they had immediately prior to layoff. They shall also resume the contract status held prior to layoff but shall not be credited with experience during the time of layoff.
- g) Acceptance/refusal of substitute (i.e., on-call, casual) work shall not be used by the District to oppose unemployment compensation claims for a laid off employee.
- h) All ESL employees who are on a recall list shall have the right, upon request of that aide, to be carried on payroll records and to remain in group insurance programs, if available through the carrier. The affected ESL employee shall be responsible for the full premium following the effective date of his/her lay-off.
- i) While employees remain on layoff the Association shall be given, upon request, a quarterly update showing the status of all laid off ESL employees, recalls and/or attempted recalls, and pertinent resignations, retirements, and terminations.

D. Notification of Position Adjustments

Upon request by the WESSA President to the Office of Human Resources, one or more of the following will be provided on or before October 1:

1. the name of the employee and positions (ESL),
2. date of hire,
3. seniority,
4. the school site,
5. number of days (per week and year),
6. daily and weekly hours,
7. estimated increase or decrease of hours from the first day of school,
8. employee starting and ending times

**ARTICLE XV
SCHOOL BUILDING CLOSINGS OR INCORPORATIONS &
OPENING OF NEW SCHOOL BUILDING**

A. The Board agrees to allow bargaining unit members who are involved in a building closing or annexation the following rights:

1. Employees assigned to such buildings shall have rights to vacant positions within the employee's current classification before bids of others are considered. If more than one employee within such building bids on a vacant position the one with the greatest seniority will be assigned to the position. The transfer will be delayed until the building has been closed or territory transfer occurs.
2. Should no vacancies be available when a building closing or territory transfer occurs each affected employee shall have the rights provided in Sections A, B, and C of Article XII with the exception that in the case of a territory transfer a special territory transfer recall list will be established. Where a current regular layoff list exists, those on the regular list shall be recalled first.

B. Opening of New School Building

The Superintendent shall have final authority to determine building staffing levels when a new building(s) is opened.

**ARTICLE XVI
NO STRIKE AGREEMENT**

For the duration of this contract, neither the Association, its agents, nor the employees represented by the Association shall engage in any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

A violation of this clause will represent an illegal breach of this contract.

ARTICLE XVII
COMPLETE AGREEMENT

This Agreement represents the entire and complete understanding of the parties on all items within the scope of collective bargaining/negotiations. The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

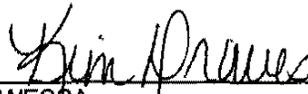
Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

This Article shall not operate to bar negotiations over any subject or matter which the Board and the Association mutually agree to negotiate.

**ARTICLE XVIII
TERM OF AGREEMENT**

The Westerville Board of Education and Westerville Educational Support Staff Association do hereby adopt this Agreement to be in full force and effect from July 1, 2010 through June 30, 2012.

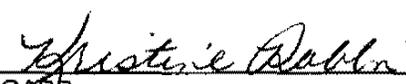
APPROVED:



WESSA

October 25, 2010

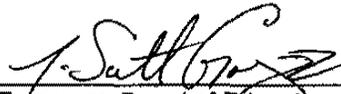
Date



BOARD

October 25, 2010

Date



Treasurer, Board of Education

October 25, 2010

Date

APPENDIX A

SCHOOL SITE COVERAGE

<u>School</u>	<u>Hours per Week</u>
Alcott	24
Annehurst	9
Central College	3
Cherrington	9
Emerson Magnet	6
Fouse	24
Hanby	10
Hawthorne	24
Huber Ridge	30
Longfellow Magnet	3
Mark Twain	12
McVay	20
Pointview	12
Robert Frost	20
Whittier	20
Wilder	20
Blendon	18
Genoa	18
Heritage	18
Walnut Springs	18
Central	12
North	12
South	12

For the term of the contract the coverage of the school clinics by health aides (at the hours listed above) shall be the minimum coverage set forth in Appendix A. These hours are subject to reassignment each school year (effective with the 2008-09 school year) based upon the student health needs of the district as determined by the Superintendent/designee after consultation with WESSA, the Administration, and the School Nurses. The reassigned hours shall be to cover the needs of other health clinics in the district. The total number of hours shall not be less than the total 354 hours through June 30, 2010 at which time the floor on the number of hours (354) in this MOU will expire.

WESTERVILLE CITY SCHOOLS
GRIEVANCE REPORT FORM

Grievance # _____

Initial Distribution of Form

Name of Grievant:

1. Superintendent/Designee

2. Immediate Supervisor

Building _____

3. Grievant

STEP I

A. Date cause of Grievance occurred _____

B. Statement of Grievance and Relief Sought (Attach a signed and dated sheet.)

Signature of Grievant

Date

C. Disposition of Supervisor (Attach a signed and dated sheet.)

Signature of Immediate Supervisor

Date

STEP II

A.

Signature of Grievant

Date

B. Date submitted to Superintendent or Designee _____

C. Disposition of Superintendent or Designee (Attach a signed and dated sheet.)

Signature of Superintendent/Designee

Date

WESTERVILLE CITY SCHOOLS
Classified Personnel

STEP III

- A. _____
Signature of Grievant Date
- B. Date submitted to Superintendent or Designee _____
- C. Disposition of Superintendent or Designee (Attach a signed and dated sheet.)
- _____
Signature of Superintendent/Designee Date
-

STEP IV
DEMAND FOR ARBITRATION

Date: _____

To: _____
Name of party upon whom the demand is made.

Address

City and State Zip Code

The undersigned, a party of an arbitration agreement contained in a written contract, dated _____, providing for arbitration, hereby demands arbitration thereunder.

(Attach arbitration clause or quote hereunder)

NATURE OF DISPUTE:

RELIEF SOUGHT:

You are hereby notified that copies of our arbitration agreement and of this demand are being filed with the American Arbitration Association at its _____ Regional Office, with the request that it commence the administration of the arbitration.

Signed _____

Title _____

Address _____

Telephone _____

**WESTERVILLE CITY SCHOOLS
HUMAN RESOURCES (CLASSIFIED)**

JOB BID SLIP

I hereby submit my bid to be considered for the position listed below.

EMPLOYEE NAME: _____
(Please print)

PRESENT CLASSIFICATION: _____

PRESENT JOB: _____ LOCATION: _____

JOB APPLYING FOR (Title) _____ POSTING DATE: _____

QUALIFICATIONS FOR THIS JOB:

1. Demonstrated ability to perform the duties of the position set forth in the posting:

2. Experience in similar positions with similar responsibilities and duties:

3. Highest level of education: _____ Special training and/or education relevant to
performance of duties of the position set forth in job posting: _____

Special Certification: MOS _____ Word _____ Excel _____ PowerPoint _____
(Date) (Date) (Date) (Date)

4. Recommendations from prior supervisors: _____

THIS FORM IS TO BE SUBMITTED TO THE OFFICE OF THE DIRECTOR OF LABOR RELATIONS AND CLASSIFIED PERSONNEL WITHIN FIVE (5) DAYS OF THE DATE OF THE POSTING OF THE JOB FOR WHICH YOU ARE APPLYING.

Note to employee:

I understand that individuals participating in the selection process may access my personnel file. Further, I understand that copies of relevant material, if applicable, may be duplicated for members of the selection team. This form will be placed in my official Personnel File.

(Employee Signature)

(Date)

Submit signed copy to Human Resources

Memorandum of Understanding
between the
Westerville Board of Education
and the
Westerville Educational Support Staff Association

The Board and WESSA agree that WESSA unit members be given the opportunity to serve on the Building Level Safety Committee at each worksite which may address the monitoring and compliance with security procedures.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital Semi-Private Room	100% after deductible	70% after deductible
Intensive Care Unit	100% after deductible	70% after deductible
Cardiac Care Unit	100% after deductible	70% after deductible
Special Care Unit	100% after deductible	70% after deductible
Operating Room	100% after deductible	70% after deductible
Delivery Room	100% after deductible	70% after deductible
Labor Room	100% after deductible	70% after deductible
Newborn Care	100% after deductible	70% after deductible
Outpatient Office Visits (with diagnosis)	100% after deductible	70% after deductible
Outpatient Office Visit (Well or preventative)	100%	70% after deductible
Newborn Hospital	100% after deductible	70% after deductible
Well Baby Care & Immunization	100%	70% after deductible
Well Baby Care	100%	70% after deductible
Inpatient Therapy	100% after deductible	70% after deductible
Urgent Care	100% after deductible	70% after deductible
Recovery Room	100% after deductible	70% after deductible
In-Hospital Path. & Lab.	100% after deductible	70% after deductible
Radiology	100% after deductible	70% after deductible
IV Solution and Supplies	100% after deductible	70% after deductible
Chiropractor X-rays	100% after deductible	70% after deductible
Chiropractic Office Visits	100% after deductible	70% after deductible
Physical Therapy	100% after deductible	70% after deductible

Limited to 40 visits.

Network and Non-network benefits are limited as follows; 20 visits of physical therapy
20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehab

	36 visits of cardiac rehab per year	
Pre-Admission Testing	100% after deductible	70% after deductible
Diagnostic Testing & Laboratory (ex. x-ray, cat scan, MRI)	100% after deductible	70% after deductible
Outpatient Diagnostic Services - Preventative	100%	70% after deductible
Hospital Doctor Visits	100% after deductible	70% after deductible
Anesthesia	100% after deductible	70% after deductible
Emergency Surgery	100% after deductible	70% after deductible
Surgery (Medically Necessary)	100% after deductible	70% after deductible
Physician Consultation Inpatient	100% after deductible	70% after deductible
Psychiatric & Substance Abuse Outpatient Limited to 50 visits per benefit period.	100% after deductible	70% after deductible
Psychiatric and Substance Abuse Inpatient Hospital (semi-private room) Limited to 60 days per benefit period.	100% after deductible	70% after deductible
Routine Adult Physical	100%	70% after deductible
Routine Eye Exam - One every year	100%	70% after deductible
Allergy Injections with office visit	100% after deductible	70% after deductible
Home Health Care	100% after deductible	70% after deductible
Skilled Nursing Facility Care	100% after deductible	70% after deductible
Hospice (Terminally Ill)	100% after deductible	70% after deductible
Routine Pap Smear	100%	70% after deductible
Screening Mammography (explain limits) Limited to 1 per benefit period.	100%	70% after deductible
Diagnostic Mammography	100% after deductible	70% after deductible
Assistant Surgery	100% after deductible	70% after deductible
Personal Care Items	Not Covered	
Emergency Accident	100% after deductible	
Emergency Medical Care	100% after deductible	
Ambulance (Medically Necessary)	100% after deductible	100% after deductible
Human Organ Transplant (Tissue and Organ Combined)	100% after deductible	70% after deductible Limited to \$30,000 per transplant.

Private Duty Nursing	See Home Health Care and Skilled Nursing	
Durable Medical Equipment	100% after deductible	70% after deductible
Accidental Dental Traumas	100% after deductible	100% after deductible
TMJ Services	100% after deductible	70% after deductible
Artificial Limbs/Eyes (Initial/Replacement)	100% after deductible	70% after deductible
Oral Surgery (In-Patient Hospital)	Not covered, except as required for direct treatment of acute traumatic injury, cancer, or obstructive sleep apnea.	
Jaw Surgery (Medically Necessary)	Not covered, except as required for direct treatment of acute traumatic injury, cancer, or obstructive sleep apnea.	
Dialysis	100% after deductible	70% after deductible
Chemotherapy - Outpatient	100% after deductible	70% after deductible
Focused Second Opinion for Elective Surgery	100% after deductible	70% after deductible
Sterilization	100% after deductible	70% after deductible
Reversal of Sterilization	Not Covered	
Prescription Drugs (Retail Pharmacy)	100% after deductible	70% after deductible
Birth Control Pills/Services	100% after deductible	70% after deductible
Prescription Drugs (Mail Order)	100% after deductible	70% after deductible
Deductible (calendar year)		
Single	\$1,100	\$2,200
Family	\$2,200	\$4,400
Co-Insurance Out-of-Pocket Maximum (calendar year) (Deductible not included)		
Single	\$0.00	\$2,200
Family	\$0.00	\$4,400
Maximum Out-of-Pocket (calendar year) Deductible & Coinsurance		
Single	\$1,100.00	\$4,400
Family	\$2,200.00	\$8,800
Lifetime Maximum Benefit	Unlimited	Unlimited
Dependent Age Limit	To the end of the calendar year of 19th birthday or to the end of the calendar year of 25th birthday if a full time student	
Pre-existing Condition Waiting Period (New Hires)	None	None
Health Care Management/Pre-certification Requirements	<u>Precertification</u> is required for some health care services. Precertification is handled by network providers. If you are admitted to a non-network facility please call Medical Mutual to precertify the admission at the number on the back of your identification card.	

PREVENTATIVE CARE SERVICES (AS OF JANUARY 1, 2008)

Preventative Care benefits may vary based on the age, sex, and personal history of the individual, and as determined appropriate by the administrator's clinical coverage guidelines. Screenings and other services are generally covered as Preventative Care for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service. **Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventative Care for that condition but instead benefits will be considered under the Diagnostic Services benefit.**

Some examples of Preventative Care Covered Services are:

- Routine or periodic exams, including school enrollment physical exams. (Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, are not Covered Services.) Examinations include, but are not limited to:
 1. Well-baby and well-child care, including child health supervision services, based on American Academy of Pediatric Guidelines. Child health supervision services include, but are not limited to, a review of a child's physical and emotional status performed by a Physician, or by a Health Care Professional under the supervision of a Physician, in accordance with the recommendations of the American Academy of Pediatrics, and includes a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests.
 2. Adult routine physical examinations.
 3. Pelvic examinations.
 4. Routine EKG, Chest XR, laboratory tests such as complete blood count, comprehensive metabolic panel, urinalysis.
 5. Annual dilated eye examination for diabetic retinopathy, subject to provider coding.
- Immunizations (including those required for school), following the current Childhood and Adolescent Immunization Schedule as approved by the Advisory Committee on Immunization Practice (ACIP), the American Academy of Pediatrics (AAP), and the American Academy of Family Physicians (AAFP). For adults, the Administrator follows the Adult Immunization Schedule by age and medical condition as approved by the advisory Committee on Immunization Practice (ACIP) and accepted by the American College of Gynecologists (ACOG) and the American Academy of Family Physicians.

These include, but are not limited to:

1. Hepatitis A vaccine
2. Hepatitis B vaccine
3. Hemophilus influenza b vaccine (Hib)
4. Influenza virus vaccine
5. Rabies vaccine
6. Diphtheria, Tetanus, Pertussis vaccine
7. Mumps virus vaccine
8. Measles virus vaccine
9. Rubella virus vaccine
10. Poliovirus vaccine

- Screening examinations:
 1. Routine vision screening for disease or abnormalities, including but not limited to diseases such as glaucoma, strabismus, amblyopia, cataracts;
 2. Routine hearing screening.
 3. Routine screening mammograms;
 4. Routine cytologic and Chlamydia screening (including pap test);
 5. Routine bone density testing for women;
 6. Routine prostate specific antigen testing;
 7. Routine colorectal cancer examination and related laboratory tests.

APPENDIX H

SALARY SCHEDULE EFFECTIVE 7/1/10 (2.50% inc)

	SHM/ BDM	CT II	CT I HA	S/A III	S/A II ESL	S/A I
0	\$14.52	\$14.65	\$14.81	\$15.23	\$15.62	\$16.04
1	\$14.89	\$15.03	\$15.23	\$15.62	\$16.04	\$16.42
2	\$15.31	\$15.47	\$15.62	\$16.04	\$16.42	\$16.82
3	\$15.73	\$15.86	\$16.04	\$16.42	\$16.82	\$17.22
4	\$16.12	\$16.26	\$16.42	\$16.82	\$17.22	\$17.64
5	\$16.50	\$16.65	\$16.82	\$17.22	\$17.64	\$18.02
6	\$16.90	\$17.06	\$17.22	\$17.64	\$18.02	\$18.43
7	\$17.31	\$17.44	\$17.64	\$18.02	\$18.43	\$18.84
8	\$17.74	\$17.89	\$18.03	\$18.43	\$18.84	\$19.24
9	\$18.13	\$18.27	\$18.43	\$18.84	\$19.24	\$19.66
10	\$18.53	\$18.69	\$18.84	\$19.24	\$19.66	\$20.07
11	\$18.93	\$19.08	\$19.24	\$19.66	\$20.07	\$20.46
12	\$19.32	\$19.44	\$19.66	\$20.07	\$20.46	\$20.85
13	\$19.71	\$19.85	\$20.07	\$20.46	\$20.85	\$21.23
14	\$20.15	\$20.31	\$20.46	\$20.85	\$21.23	\$21.63
15	\$20.55	\$20.67	\$20.85	\$21.23	\$21.63	\$22.07
18	\$20.92	\$21.06	\$21.23	\$21.63	\$22.02	\$22.45

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump sum one hundred seventy five dollar (175) payment of compensation for all bargaining unit members actively employed through the last payroll in December, 2010 will be paid the first pay of January 2011.

During the October open enrollment proceeding January 2011 or within five (5) days of commencing employment with the district after the October open enrollment and before December 25, 2010 the member shall designate to the Treasurer where the member wants the \$175 compensation deposited. The options for deposit shall include, but not be limited to a Health Savings Account or other agreed to tax sheltered account.

APPENDIX I

SALARY SCHEDULE EFFECTIVE 7/1/11 (1.75% inc)

	SHM/ BDM	CT II	CT I HA	S/A III	S/A II ESL	S/A I
0	\$14.78	\$14.90	\$15.07	\$15.50	\$15.89	\$16.32
1	\$15.15	\$15.29	\$15.50	\$15.89	\$16.32	\$16.71
2	\$15.58	\$15.74	\$15.89	\$16.32	\$16.71	\$17.11
3	\$16.01	\$16.13	\$16.32	\$16.71	\$17.11	\$17.52
4	\$16.41	\$16.54	\$16.71	\$17.11	\$17.52	\$17.95
5	\$16.79	\$16.94	\$17.11	\$17.52	\$17.95	\$18.33
6	\$17.20	\$17.35	\$17.52	\$17.95	\$18.33	\$18.75
7	\$17.62	\$17.74	\$17.95	\$18.33	\$18.75	\$19.17
8	\$18.05	\$18.20	\$18.35	\$18.75	\$19.17	\$19.58
9	\$18.45	\$18.59	\$18.75	\$19.17	\$19.58	\$20.00
10	\$18.86	\$19.01	\$19.17	\$19.58	\$20.00	\$20.42
11	\$19.26	\$19.41	\$19.58	\$20.00	\$20.42	\$20.82
12	\$19.66	\$19.78	\$20.00	\$20.42	\$20.82	\$21.21
13	\$20.06	\$20.20	\$20.42	\$20.82	\$21.21	\$21.60
14	\$20.50	\$20.66	\$20.82	\$21.21	\$21.60	\$22.01
15	\$20.91	\$21.04	\$21.21	\$21.60	\$22.01	\$22.45
18	\$21.29	\$21.43	\$21.60	\$22.01	\$22.40	\$22.84

An employee is eligible for a longevity increase of fifteen cents (\$.15) per hour once the above steps have been exhausted. This fifteen cents (\$.15) is not cumulative (it does not compound every year).

One time lump sum one hundred seventy five dollar (\$175) payment of compensation for all bargaining unit members actively employed through the last payroll in December, 2011 will be paid the first pay of January 2012.

During the October open enrollment proceeding January 2012 or within five (5) days of commencing employment with the district after the October open enrollment and before December 25, 2011 the member shall designate to the Treasurer where the member wants the \$175 compensation deposited. The options for deposit shall include, but not be limited to a Health Savings Account or other agreed to tax sheltered account.

APPENDIX J

WESTERVILLE CITY SCHOOLS – Dental Benefit Summary

	Plan Pays	Plan Pays	Plan Pays*
Class I Benefits			
Diagnostic and Preventive Services – includes exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Class II Benefits			
Minor Restorative Services – includes fillings	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Periodontal Maintenance – periodontal cleanings	100%	100%	100%
Endodontic Services – includes root canals	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Relines and Repairs – to bridges and dentures	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Class III Benefits			
Major Restorative Services – includes crowns	50%	50%	50%
Prosthodontic Services – includes bridges and dentures	50%	50%	50%
Class IV Benefits			
Orthodontic Services – include braces	60%	60%	60%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

WESTERVILLE CITY SCHOOLS
SICK LEAVE AFFIDAVIT

This form is to be completed and submitted to the principal or immediate supervisor no later than the second day after the employee returns to duty.

Name: _____

Date: _____

Building: _____

Position: _____

1) Date(s) of absence _____
Total days _____ (If ½ day, specify am or pm)

2) Check one of the following reasons for your absence(s) on the dates specified above. If other days were missed for a different reason, submit a separate form for those days.

- Personal Illness
- Family Illness (Refer to appropriate contract/guidelines for definition of immediate family.)
- Death in Family (Refer to appropriate contract/guidelines for definition of immediate family.)
- Pregnancy/Adoption (Sick leave for pregnancy may be used for a total of twelve (12) weeks before and/or after the birth or adoption of a child. Change of dependent status must be submitted to the Treasurer's Office within 30 days of change.)
- Injury (If work related, complete Employee Accident/Injury Report form.)
- Exposure to a contagious disease that could be communicated to other employees or to school children.
- Assault (Refer to appropriate contract/guidelines for definition of Assault Leave)

Note: Falsification of a statement is grounds for suspension or termination of employment under O.R.C. Sections 3319.081 and 3319.16. No sick leave shall be granted or credited to an employee after retirement or termination (ORC 3319.141)

Principal/Supervisor

Employee

If this form is not signed by the principal/supervisor, then the leave is not approved because the principal/supervisor believes that there has not been valid use of sick leave as defined in the contract/guidelines.

C: Payroll
Principal/Supervisor
Employee

WESTERVILLE CITY SCHOOLS
VACATION REQUEST FORM

Submit all copies to the Superintendent's Office for action.

I would like to request the use of earned vacation days as follows: (List Work Days by calendar dates.)

Total number of work days requested: _____

Print name: _____ Building: _____

Signature: _____ Date: _____

Supervisor/Principal Signature*: _____

* Signature indicates that request is in compliance with law and/or negotiated agreements/guidelines.

APPROVAL

Superintendent or Designee

Date

Earned vacation days are computed for the year or portion of a year immediately preceding June 30.

C: Payroll
Principal/Supervisor
Human Resources
Employee

Westerville City Schools
Application for Family Medical Leave Act (FMLA)

Submit copy to Human Resources for action.

Name: _____ Position: _____

Building: _____ Date: _____

I am requesting Family and Medical Leave due to:

- the birth of my child or the placement of my adopted or foster child in my home.
- a serious health condition that I need care for.
- a serious health condition affecting my spouse child parent, for which I am needed to provide care.
- other

I will:

- need to be completely relieved of all duties.
- be able to work part-time (intermittent or reduced workweek leave).

Leave to begin ____ / ____ / ____ until ____ / ____ / ____

Employee comments: _____

Under the Family and Medical Leave Act, if on the date on which any FMLA leave is to commence, you have been employed with the Board for at least 1,250 hours of service during the previous twelve month period, you are eligible for up to 12 weeks unpaid leave per year under specific circumstances. You are entitled to receive health benefits as if you were still working. When returning to work, in most cases, you must ordinarily be reinstated to the same or an equivalent job with the same pay, benefits and terms and conditions of employment. If you do not return to work following FMLA leave (for a reason other than the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA leave or other circumstances beyond your control), you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

I certify that the above information is correct to the best of my knowledge.

Employee Signature _____

Approval

Superintendent or Designee

Date

C: Payroll
Principal/Supervisor
Personnel File
Employee

WESTERVILLE CITY SCHOOLS
REQUEST FOR ASSAULT LEAVE

This form must be completed prior to the granting of assault leave.

Date _____

Name _____ Building _____

Date and time of occurrence _____

Place where assault occurred _____

Identification of individual(s) causing the assault (if known) _____

Facts and circumstances surrounding the assault (please attach another sheet of paper if necessary).

Please attach a certificate from your physician describing the nature of the injury sustained causing your absence.

An employee who is injured by an assault as defined in the contract/guidelines between the Association and the Board and has exhausted all of his/her assault leave and sick leave may request additional sick leave by resubmitting this form and checking this box.

Principal/Supervisor

Employee

Superintendent

WESTERVILLE CITY SCHOOLS
CLASSIFIED PERSONNEL
REQUEST FOR LEAVE

Submit a copy to the Superintendent's Office for action. Please refer to the appropriate sections of the negotiated contract when filling out this form.

Name: _____ Building: _____

Leave date(s) requested: _____

Type of leave requested (check one):

- Jury Duty/Compulsory Court Submit written request as soon as the need for such leave is known.
- Military Duty (Refer to appropriate contract/guidelines)
- Pregnancy/Adoption (Refer to appropriate contract/guidelines)
- Professional Leave Submit form 10 days prior to intended leave date. Professional development is defined as attending an educational event offsite of the district property.
- Change of Assignment Submit form 10 days prior to intended leave date. (i.e. attend meeting which requires you to be away from contracted position however, still within the district)
- Other _____

Unpaid Leave (check one):

- Medical/Disability Unpaid leave is to be used when paid sick leave is exhausted.
(attach physician's statement)
- Child Care (Refer to appropriate contract/guidelines)
- Short Term (Refer to appropriate contract/guidelines)
- Family Medical Leave Act (FMLA) The FMLA permits qualified employees to receive up to twelve (12) weeks of unpaid leave per contract year for personal or family medical reasons. An eligible unit member is one who, on the date on which any FMLA leave is to commence, has been employed for at least 1,250 hours of service with the Board during the previous twelve-month period. Submit completed FMLA form to Human Resources.
- Other _____

Principal/Supervisor Date

Employee Date

c: Superintendent
Human Resources
Admin Front Desk
Payroll
Supv/Principal

Westerville City Schools
Notification of Extended Sick Leave

This form shall be submitted to the Human Resources Office as soon as you become aware of an extended absence of more than ten (10) days of sick leave.

If you become aware that your absence is going to be longer than indicated on this form, you should call the Human Resources Office to obtain a new form to update your status.

If you become aware that you can return sooner than indicated on this form, you should contact the Human Resources Office to inform them of your new return date.

The dates of the absence period are based on the best information available to you at the time of completing this form.

You shall complete the Sick Leave Affidavit not later than the second work day after your return to work.

Date: _____

Employee Name: _____

Building: _____

Starting date of absence period:

Ending date of absence period:

Total days:

Reason*:

(If illness, specify personal or family)

Attending physician (if any):

Date

Signature of Employee

* If your accrued paid leave runs out, and you have not yet exhausted your 12 weeks of FMLA, you may continue your leave of absence on an unpaid basis by completing the Request for Leave Form. The FMLA permits qualified employees to receive up to twelve (12) weeks of unpaid leave per contract year for personal or family medical reasons. An eligible unit member is one who, on the date on which any FMLA leave is to commence, has been employed for at least 1,250 hours of service with the Board during the previous twelve-month period. Submit completed FMLA form to Human Resources.

C: Human Resources
Payroll
Immediate Supervisor

WESTERVILLE CITY SCHOOLS
CLASSIFIED PERSONNEL
TEMPORARY
JOB ASSIGNMENT CHANGE NOTICE

SUBMIT TO CLASSIFIED HUMAN RESOURCES.

EMPLOYEE: _____

DATE: _____
SUBMITTED _____

PRESENT ASSIGNMENT

Classification: _____
Shift _____
Building _____
Hrs/Day _____
Hourly Rate and Step _____
Supplemental _____
Night Shift Differential _____

TEMPORARY ASSIGNMENT

Classification _____
Shift _____
Building _____
Hrs/Day _____
Effective Date (Assignment)* _____
Effective Date (New Pay Step)* _____
Final Day _____
Hourly Rate and Step _____
Supplemental _____
Night Shift Differential _____

REASON: _____

*Refer to appropriate labor contact

Supervisor's Signature

- Distribution:
- Personnel
 - Supervisor
 - Payroll
 - Final Day - Payroll



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

STATE EMPLOYMENT
RELATIONS BOARD
2011 MAR -9 P 12:08

March 3, 2011

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

To Whom It May Concern:

I am enclosing one signed original and one copy of the final contract (effective 7/1/10 – 6/30/12) between the Westerville City Schools Board of Education and the Westerville Educational Support Staff Association. Please file and return one file-stamped copy to me in the enclosed prepaid envelope.

Thank you for your assistance in this matter!

Sincerely,

Lynn Davis
Labor Relations Consultant

/cac

Enclosures

