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AGREEMENT

**OAPSE/AFSCME
LOCAL 196**

**WICKLIFFE BOARD OF
EDUCATION**

**JULY 1, 2011
THRU
JUNE 30, 2013**

59

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NEGOTIATION AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE
WICKLIFFE CITY SCHOOLS AND OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, WICKLIFFE LOCAL, NO. 196 - JULY 1, 2011-2013

Article I - Recognition

1.1 The Board of Education of the Wickliffe City Schools (hereinafter referred to as the "Board" and/or "Employer"), recognizes the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its affiliate Local #196, (hereinafter referred to as the "Union" and/or "Association"), as the sole and exclusive bargaining representative with respect to wages, hours, and terms or other conditions of employment for all classified personnel regularly employed by the Board in the following classifications, with the exception of confidential and supervisory personnel:

Secretarial/Clerical	Assistant Custodian
Clerk-Custodian	Custodial Cleaning Employees
Clerk/Librarian	Maintenance Employees
Head Custodians	Building-Groundsman
Bus Drivers	Head Cooks
Mechanics	Assistant Cooks
Bus Aides	Cafeteria Employees
Auxiliary Services	Chief Head Cook
Communication Skill Aide	Hearing Impaired Aide
Autism/Multi-Handicapped/ Special Needs Aides	Hearing Impaired Interpreter
Playground Aide/Latchkey Aide	Mail Courier
Educational Aides	Study Hall Monitor/Duty Monitor
Title I Aide	Substitute Assigner

If the Board establishes a new job classification which is well related to the Union's bargaining unit, such new classification shall, due to the nature of the work and its close proximity to other classified bargaining unit positions, be rightfully included in the Union's bargaining unit. Should there be a question concerning the placement of the new position or classification in the bargaining unit, or its possible exclusion, the Union or Board may request that SERB decide the issue.

Regularly employed current confidential positions excluded from the bargaining unit are as follows:

- Secretary to the Superintendent
- Secretary to the Special Services and Curriculum/Instruction Director
- Secretary to the Business Department
- Secretary to the Treasurer
- Bookkeeper
- Payroll Clerk

1.2 An employee who is or has been transferred, or reassigned to a secretarial position in the central office shall retain seniority that such employee had at the time that they elected to become a confidential employee and shall have bumping rights in the case of involuntary layoffs into the group in which he/she was employed immediately prior to his/her becoming a confidential employee.

1.3 Employee Evaluations

All employees in the bargaining unit shall be evaluated on an annual basis to determine job performance and effectiveness. Evaluations will be conducted by the employee's supervisor/designee.

The employee may be accompanied by a representative at any meeting evaluating his performance that may result in some disciplinary action.

Evaluations shall be recorded on the appropriate forms. The evaluation will be reviewed with the employee. The completed evaluation will be sent to the Personnel Office for file in the employee's personnel folder. A copy will be issued to the employee and a copy shall be retained by the supervisor for his/her file. Any negative evaluation shall include recommendations for improvements and provisions for assistance to the employee in implementing any recommendations made. All such materials will be signed by the employee. The signing of such material does not necessarily mean the employee is in agreement with the evaluation.

The employee may make a timely reply within five (5) working days in writing to the evaluation. The reply shall be attached to the evaluation and shall remain part of the evaluation record.

The evaluation form shall include the following: "Signing is merely an acknowledgment of having seen the above. It does not indicate agreement or disagreement."

The administration shall have the right to design the evaluation form(s). Once established, the form will be made available to all parties concerned.

1.4 Labor Management Committee

Two (2) representatives of the Union and two (2) representatives of the Administration shall agree to meet and discuss issues other than those included in the Agreement.

The parties shall agree to meet on the written request of the other or may also develop a regular schedule of meetings to implement this section. Advance written request for the "on call" type meeting shall be made at least ten (10) days before the proposed meeting date. Along with the request shall be attached the proposed agenda of items to be discussed.

All meetings shall be held at agreed to times and places and shall not exceed one and one-half (1-1/2) hours unless both parties agree to an extension. The spirit of the discussion shall be one of communication and sharing that may lead to the resolution of a problem, issue, or concern. These conferences shall not be considered "negotiations".

Article II - Equal Treatment

All bargaining unit employees shall receive fair and equitable treatment and share in any and all benefits as provided herein.

Article III - Non-Discrimination

Both the Employer and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements, not to discriminate relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap.

The Employer and the Union recognizes the right of all employees and all applicants for employment to be free to join or not to join the Union and to participate in lawful concerted union activities. Therefore, The Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of union membership or non-union membership or because of any lawful activity in an official capacity on behalf of the union.

Article IV - Negotiations Procedure

4.1 Directing Requests

A mutually convenient meeting date shall be set no later than the first week in March. At the first negotiating session, the two Negotiating Committees shall exchange written proposals.

4.2 Meetings

Meetings, composed of members of the Union and the Board, or its designated representatives, shall be called in March upon the written request by either of the two parties. Requests for meetings from the Union normally will be made directly to the superintendent or his designee, and will be made by the President of the OAPSE Local #196. Requests shall contain the reasons for the meeting. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, to the State employment Relations Board. Meetings shall be scheduled to interfere the least with school schedules.

All local Union negotiators may be released from their daily assignments to attend negotiations meetings without loss of pay or benefits. All hours at negotiation sessions shall be considered days and hours worked and shall be paid at the Union negotiator's regular hourly rate if scheduled during their regular scheduled hours. No make-up time shall be required. The Board shall give reasonable consideration to scheduling negotiations sessions during regular business hours of the Board.

4.3 Assistance

The Union Committee and/or the Board, or its designated representatives, may call upon professional or lay representatives or special duty committees to consider matters under discussion and to make suggestions.

When an individual party requests assistance, that party shall be responsible for any costs incurred.

When the request for assistance is mutually agreed upon, the costs shall be shared equally by both parties.

4.4 Combined Reports

During Negotiations, reports by the combined parties may be issued only with the approval of both parties.

4.5 Exchange of Information

The Board Negotiating Committee agrees to furnish the Union Committee, upon request, all available information concerning financial resources of the District and such other information that will be of assistance to the Union.

4.6 Disagreement

If agreement is not reached within forty-five (45) calendar days after the first negotiation meeting, either party may declare a bargaining impasse whereupon the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation Conciliation Service. By mutual written agreement, the parties may select a private mediator or mutually agree upon any other dispute settlement procedure at joint expense.

The mediation procedure set forth in this Section, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

There is no intent in this Section to eliminate OAPSE, Local 196's legal right to strike upon expiration of this agreement, with the 10-day notice to SERB and the Board of its intent to strike.

Article V - Agreement

- 5.1 If an agreement is reached on those matters being considered, it shall be reduced to writing and submitted to the Association for ratification and if approved, shall be submitted to the Board of Education for its approval. If approved by resolution, the agreement shall become a part of the official minutes of the Board and shall be signed by the President of OAPSE Local #196.

5.2 Entire Agreement Clause

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

Article VI - Dues Deduction

- 6.1 With written authorization from each employee to the Wickliffe City Schools' Treasurer, the Board of Education agrees to deduct from the pay of its employees, dues for the Ohio Association of Public School Employees and Local #196.

Authorization for dues deduction shall remain in full force and effect for the term of the contract, except that a membership dues deduction authorization may be withdrawn in writing, during a ten (10) day period ending August 31 of each contract year. If a dues deduction authorization is not revoked, in writing, during such period, it shall remain continuously in effect for the term of the contract. The Local Treasurer shall immediately notify the Treasurer of any written notice of revocation received. Dues shall be deducted in 20 equal deductions, beginning with the first paycheck in September.

Monthly dues shall be forwarded within fifteen (15) days to the Local Treasurer, after deduction.

If, for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted. The Association agrees to hold the Board and its designee harmless for any and all errors arising out of the dues deduction procedure.

Furthermore, the Association recognizes and agrees that: 1.) the enforceability of the above procedure rests with the Association; 2.) any enforceability shall be directed toward the Association; and, 3.) the Board of Education will be totally indemnified by the Association in any type of defense of this procedure.

All employees covered by this agreement who fail voluntarily to acquire or maintain membership in the union shall be required as a condition of employment on or after the probationary period provided in this agreement or sixty (60) days following the beginning of employment whichever is less, on the effective date of this agreement, whichever is later, to pay to the union a fair share fee, which shall not exceed the dues paid by members of the union who are in the bargaining unit covered by this agreement; provided that any employee who has been declared exempt for religious convictions by S.E.R.B. shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such fair share fee to nonreligious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE Treasurer. Such employee shall furnish to the union state treasurer written receipts evidencing payment to such agreed upon nonreligious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would nonpayment of union dues under this agreement.

AFSCME PEOPLE

- 6.2 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Article VII - Discipline

- 7.12 A bargaining unit member who has completed a 90 day probationary period may not be reduced in pay or position except under the provisions of the reduction in force policy or suspended or removed except for just cause.

This provision shall supersede state and city civil service laws and procedures. The right to grieve alleged violations of this section shall be the exclusive remedy for any alleged violation, and the employee and/or union shall have no right to contest layoffs or disciplinary suspensions or removals to the Civil Service Commission or in the court.

Except for serious offenses, principles of progressive corrective action shall be followed. Before a suspension without pay or a discharge becomes effective, the employee will be given notice of the charge(s) against him/her, a brief summary of the evidence, and an opportunity to respond to the charge(s). The employee may have his/her Union representative present. The pre-suspension or pre-termination meeting will be conducted by the Superintendent or his designee. If a member of the Bargaining Unit is suspended or terminated, the Union President will be notified.

Article VIII - Grievance Procedure

Definition - A "Grievance" shall mean a dispute, difference or complaint by a person, group of persons, or the Union that there has been a violation, misapplication, or misinterpretation of this contract. The term "Grievance" shall not apply to any matter to which the school is without authority to act.

If a person, or group of persons, have a complaint(s) relating to policy and/or procedure outside of the bounds of this contract, he/she, or they may formally pursue a resolution to that complaint by taking the matter up at first with the lowest administrative level possible, then, if necessary, with the superintendent; and finally, if necessary, with the Board of Education. Such concerns or complaints regarding Board policy or procedures, when not in conflict with the terms and conditions specified under the negotiated Agreement, shall not be eligible for the grievance or arbitration procedures as contained herein.

An "*Aggrieved Person*" is the person or group of persons making the complaint.

A "*Party of interest*" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

Purpose - The purpose of this procedure is to secure, at the lowest possible administrative level equitable solutions to grievances of all personnel. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Step 1 - A grievance will be brought and discussed verbally with the grievant's immediate supervisor within five (5) working days from the time the grievant knew, or union knew, or should have known of the occurrence of the alleged grievance. A grievance shall be only a violation, misapplication, or misinterpretation of this contract. The first step is to present the grievance to his, or her, immediate supervisor in an effort to solve the problem informally. The parties shall attempt to resolve the grievance informally, however, the parties will note in writing on the "Verbal Grievance Form" (attached) the date and time of the informal meeting and the individuals present. Grievances which are beyond the scope of the supervisor's authority to settle may be advanced to the appropriate step of the grievance procedure at which appropriate administrative authority is available to grant the relief requested.

Within five (5) working days after the presentation of the grievance, the supervisor shall give his answer verbally to the employee. Supervisor may mean principal.

Step 2 - If the grievance is not resolved in Step 1, the employee or the Association/Union representative may, within five (5) working days of the receipt of the supervisor's verbal answer, submit to the Manager of Operations/Support Services or the Special Services and Curriculum/Instruction Director, as appropriate, a written statement of the grievance signed by the employee or in the case of a group/class action grievance, by the Union through a local officer. A copy shall be given to the supervisor involved at that time.

The Manager of Operations/Support Services or the Special Services and Curriculum/Instruction Director, as appropriate, shall meet with the Steward or other officer of the Union. After the meeting, the appropriate administrative hearing officer shall give the Association/Union representative an answer in writing no later than five (5) working days after receipt of the written grievance.

If further investigation is necessary, additional time may be allowed by mutual agreement between the hearing officer or his/her designee and the Association.

Step 3 - If there is no satisfaction from the Manager of Operations/Support Services or the Special Services and Curriculum/Instruction Director [TA 5/27/08], as appropriate, within five (5) working days, the problem is then taken to the superintendent, in writing, with a copy to the Manager of Operations/Support Services or the Special Services and Curriculum/Instruction Director.

Step 4 - If the grievance is not resolved at Step three, the Union may submit the grievance to grievance mediation through the Federal Mediation and Conciliation Service within twenty-one (21) calendar days from receipt of the superintendent's decision at Step 3. The twenty-one (21) calendar day deadline may by mutual agreement be extended at the request of the Union or the Administration.

Step 5 - If the grievance is not resolved at mediation, Step 4, the Union may submit the grievance to arbitration within twenty-one (21) calendar days from the date of the mediation session. The

twenty-one (21) calendar day deadline may by mutual agreement be extended at the request of the Union or the Administration. Selection of an arbitrator and the conduct of any hearing shall be in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service. The arbitrator shall have no authority to modify the terms of this Agreement and the Award shall be binding upon the parties. The cost of arbitration shall be fully paid by the losing party, which shall be so determined by the arbitrator in his/her written report with every reasonable effort being made to schedule hearings so as not to interfere with the assigned duties of members of the bargaining unit.

The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Board and the Union.

If the Union or the aggrieved employee fails to file or advance the grievance to the next step of the Grievance Procedure within the time limits specified herein, the grievance shall be deemed withdrawn. Should the Manager of Operations/Support Services, the Director of Curriculum and Special Services and/or the superintendent fail to respond to the grievance in the time limits specified herein, the grievance shall be automatically advanced to the next step of the grievance procedure.

Article IX - Union Visitation

9.1 Union Visitation

Non-employee representatives of the union may enter the premises of any operation of the board between the hours of 6:30 a.m. and 10:00 p.m., Monday through Friday, provided that they follow the board adopted procedures for persons visiting any school facility, for the purpose of ascertaining whether or not this contract is being observed and attending meetings. Such visits shall be scheduled prior to or after employees work hours.

The OAPSE president or the grievance chairperson shall be allowed to attend to union duties and to meet with the membership concerning grievances or complaints, except that such time shall be limited to no more than two (2) hours per week. All efforts shall be made to hold such meetings during non-work hours.

The union building representative shall be allowed reasonable access to the membership in the building he/she is assigned to represent. The union will provide a list of all officers and building representatives to the superintendent or his designee or person with this responsibility.

Article X - Vacancy/Promotion Procedure

- 10.1 When a vacancy occurs, or a new bargaining unit position is created the position shall be posted in all buildings within ten (10) working days from the date the vacant position occurred and the Superintendent/designee determines that the vacancy will be filled. The position shall be posted for ten (10) working days in all buildings in designated areas accessible to all bargaining unit members. Such notice shall include the following information:

- the position available
- the name of the building
- the shift involved
- the range of pay and hours
- the job description

If the Superintendent/designee determines that a vacancy will not be filled, he/she will notify the Union president of such action. Except in unusual circumstances, an offer to fill the vacancy shall be extended within twenty (20) work days following completion of the posting.

When an employee is promoted to another classification of higher pay and more responsibility within a subclassification, the employee will be placed on the salary schedule within that new classification at an hourly rate that is one step higher than their current hourly rate. However, a newly promoted employee shall not receive less than a three percent (3%) increase in salary when moving to a higher classification and shall be placed on the step which provides that minimum. In all cases the employee may not be placed at a step lower than step one of any classification's salary schedule.

Any bargaining unit member may bid on the vacated or newly created position in writing submitted to either the Superintendent or his designee. There may be a probationary period of up to thirty (30) work days to allow the board to determine the fitness and adaptability of employees it may hire to do the work required. Employees awarded a vacant position as a lateral transfer (same classification and total hours not in excess of his/her current hours) will not be required to serve a probationary period.

If an employee applies for, and is granted a job out of his/her subclassification, this promotion policy is not applicable. The placement on the salary schedule will be determined by the superintendent or his designee after careful evaluation of the employee's qualifications and person skills.

All vacated and newly created positions that become available for posting during school recesses shall be mailed to all nine, ten and eleven month employees.

Article XI - Reassignment Pay

11.1 Reassignment Pay - (regular employees and reassigned employees)

When employees are temporarily requested to work in a higher rated classification or sub-classification, the employee shall be paid the classification's higher rate of pay on the step equivalent to employees current step in their customary classification from the first (1st) day of such assignment to the higher rated position.

If the employee is assigned to a lower rated classification, the employee shall receive their usual and customary hourly rate from the first day of such assignment.

11.2 This Article does not apply to employees on layoff status. If such employees serve as substitutes, they shall be paid the appropriate substitute rate.

Neither does this Article apply to regular employees who volunteer for extra duty as a substitute for another regular employee. Such volunteer substitute service will be paid at the appropriate substitute rate. Service shall be considered volunteer substitute service if it is offered by the Substitute Assigner, but shall be considered work as extra hours if offered by the Supervisor and if so will be paid at employees usual and customary hourly rate, with overtime if applicable.

Article XII - Overtime

12.1 Overtime

Supervisors and department heads will make every effort to have a fair and equitable distribution of overtime and/or extra hours. Employees who refuse overtime on two (2) consecutive occasions may not be offered overtime in the future unless the employee indicates in writing to his supervisor, that he/she would like to be considered again. Supervisors and department heads may use factors such as employee skills, proximity of employee's home to school, and emergency situations in determining the distribution of overtime.

The Employer will pay overtime (1-1/2 times the employee's hourly rate) for each hour or fraction hereof, in excess of forty (40) hours in one (1) standard work week of five consecutive days, Monday through Friday, eight (8) hours per day. Holidays and calamity days shall be included in the forty (40) hour week for purposes of determining eligibility for overtime pay and considered for the purpose of determining such eligibility as hours worked whether or not the hours are actually worked. Sick leave and personal leave and other type of approved or unapproved leaves of absence shall not be counted toward hours of work.

All work performed on Sundays, holidays and/or calamity days shall be paid at the rate of two times (2) the employee's regular hourly rate.

This rate of pay includes the regular holiday and calamity day pay and is not in excess of that rate. Any work performed under this paragraph must have the prior approval of the superintendent or his designee.

Building checks will be paid a minimum of one hour when required by administrator.

An employee called in during NON-DUTY hours at the request of the administration to address an emergency, not including regular building checks, shall be compensated for a minimum of two (2) hours at the overtime rate (1-1/2 times the employee's hourly rate).

12.2 Compensatory Time

In lieu of overtime, secretarial employees working on teacher-parent conference nights shall be given compensatory time (at a time and one-half rate) for all hours that exceed forty (40) hours worked in a week. Said compensatory time will be used during the same school year at a time approved by the building principal.

Article XIII - Shift Differential

13.1 Shift Differential

The second shift differential for head custodians, assistant custodians, cleaning and maintenance personnel will be \$.30 per hour for hours worked. Second shift personnel shall be paid this differential if the scheduled starting time is between the hours of 2:30 p.m. and 6:00 a.m. Cleaners working from 12:30 pm to the close of their shift shall receive a pay differential of \$.10.

Article XIV - Calamity Day

14.1 Calamity Days

All bargaining unit members shall be paid their regular hours at their hourly rate for any day on which the school system declares a calamity day. If early closing occurs, bargaining unit members will be dismissed early along with the certified personnel, after completion of their necessary duties to closing school or office. Classified personnel required to stay, or to work, the principal, superintendent or his designee, and/or person having this responsibility, would be paid one times (1 times) their regularly hourly rate in addition to calamity day pay (total 2 times regular pay). Calamity days after the fifth (5th) calamity day in a school year will not be paid for nine (9) and ten (10) month bargaining unit members unless the days are not made up as student contact days. A bargaining member called into work during a calamity day during her/his NON-DUTY hours to address a calamity day situation shall be paid for a minimum of two (2) hours at the overtime rate (1-1/2 times the employee's hourly rate).

Article XV - Workers' Compensation

15.1 Workers' Compensation

- A. All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

- B. Any injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative. The treasurer or his designee of the district shall provide all necessary forms and instructions on how to complete forms to the injured employee. The treasurer or his designee shall then file the forms with the Bureau of Workers' Compensation in a proper and timely manner.
- C. Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Workers' Compensation, but cannot receive both sick leave and wage reimbursement under Worker's Compensation.

Article XVI - Health & Safety

16.1 Health and Safety

Accept H. B. 308 and form a Safety & Health Committee.

Employees required to utilize chemicals, including herbicides, pesticides and germicidal compounds shall be provided the proper safety apparatus and receive documentation on its safe use and hazards.

Employees shall be specifically cautioned against transferring chemicals from one container to another container without proper labeling.

Issues regarding an unsafe work environment shall be brought to the attention of the superintendent or his designee or person having this responsibility.

16.2 Nondiscrimination

An employee who wishes to assert a claim of discrimination as defined in R. C. Section 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Employment Relations Board, A Lawsuit, or other means of challenge.

Article XVII - Holidays

17.1 Holidays

The seven state mandated holidays are:

- New Year's Day
- Martin Luther King Day (effective August 1, 1975)
- Memorial Day
- Independence Day (applicable only to 12 month employees)
- Labor Day (effective July 26, 1974)
- Thanksgiving Day
- Christmas Day

In addition to the seven mandated holidays stated above, the following are permissive holidays granted by the Board:

One day before Christmas	President's Day
One day before New Year's	Good Friday
Day after Thanksgiving	

All holidays must fall within the calendar work year of an employee in order to be considered a paid holiday, exception being Labor Day for nine and ten month employees. An employee may be paid for Labor Day if he works the first scheduled day after Labor Day and the last scheduled day of his employ preceding Labor Day.

An employee must work the day before and the day after a holiday, with the exception of the use of sick leave and/or personal leave, in order to be paid for the holiday. The day before and the day after a holiday means working their scheduled work year.

If a holiday falls on Saturday, the employee will be entitled to the Friday before the Saturday holiday providing school is not in session. If a holiday falls on Sunday, the employee will be entitled to the Monday following the Sunday holiday providing school is not in session.

If Christmas Day or New Year's Day falls on Saturday or Sunday, the employee will be entitled to the Friday before Christmas and New Year's Day and the Monday following Christmas and New Year's Day as holidays.

Article XVIII - Vacations

18.1 Eligibility

Must be regularly employed classified employee.

Eleven (11) and twelve (12) months employees receive full vacation. Hourly ten (10) month employees hired before August 1, 2003 receive 10/12 of a full vacation. Hourly nine (9) month employees hired before August 1, 2003 receive 9/12 of a full vacation. Nine (9) and ten (10) month employees hired after August 1, 2003 are not entitled to paid vacation.

A new or rehired employee must complete the contract year to qualify for a paid vacation (June 30th).

18.2 Length of Vacation

One day per month of employment, but not more than ten in the initial partial (July 1st to June 30th) year of employment.

Earned vacation may be taken at any time during the twelve month period subject to the approval of the immediate supervisor. An employee's request for use of accrued vacation time will not be unreasonably denied (Twelve month employees only).

Vacation time cannot be accrued. New employees starting between the 1st to the 15th, will be credited with one day vacation for the month. Those starting employment after the 15th of the month will not earn one day until the following month.

Two weeks (ten days) per year after one full year of employment, and the same annually for each year completed up to, and including the fifth year. The vacation schedule is listed in the back of this agreement. (See Appendage F).

Twelve month employees in their second full year (July 1 - June 30) of service may take accrued vacation during the year, rather than at the end of the year with the approval of both the immediate supervisor and the superintendent or his designee. Consideration of these requests may be based on additional cost to the board of education, work schedules, etc.

Article XIX - Sick Leave

19.1 Sick Leave

Each employee of the Board of Education shall be entitled to sick leave credit for one and one-fourth workdays with pay for each completed month of service, prorated to scheduled work day. Unused sick leave shall be accumulated.

In case of accidents, illness and/or death in the employee's immediate family, the employee may use the necessary accumulated sick leave days without salary deductions, as approved by the superintendent. Immediate family shall include: children, parents, spouse, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any relative living in the household of the employee. (Appendage D-Sick Leave Form)

It is the responsibility of the employee to contact their supervisor no later than one hour prior to starting time, if they are unable to report to work.

If an employee is absent for three (3) consecutive days or more than ten (10) days in a twelve-month period, (July 1 through June 30) the Board of Education reserves the right to require the employee to submit a satisfactory written statement, from the doctor, indicating that the employee was absent for just cause, and that the employee may return to active employment. As well, the Board reserves the right to require such an employee to complete a physical examination and evaluation by a single physician to verify such information. Such exam shall be conducted by a doctor specified by the Board of Education at Board of Education expense. That physician may refer the employee to a specialist for further examination at Board expense. Should a difference of opinion arise as to the employee's illness, the employee shall be examined by a third physician who shall be selected by both the employee's medical doctor and the medical doctor selected by the Board who conducted the initial examination. The employee shall be advised of her/his appointment by the medical doctor selected by the Board, who shall take the schedules of the employee into account, shall schedule the appointment and notify the employee of the date and time of the examination. The selected physician shall promptly conduct an examination and write a report of the results, to be shared with the employee and the Board. The cost of such examination including any co-pay by the third physician, and preparation of the report, shall be born entirely by the Board. The decision of that physician as to the employee's entitlement to sick leave shall be final and binding.

Article XIX.V - Assault Leave

Any member of the bargaining unit who is absent due to physical disability resulting from an assault which occurs in the course of Board employment shall be maintained on full pay status for one hundred twenty (120) days until medical clearance has been granted by the employee's physician. The Board reserves the right to have the employee examined by a physician of the Board's choice at the Board's expense.

Said employee shall sign a statement that such leave was due to physical disability resulting from an assault which occurred during the course of employment with the Board (signed statement on form prescribed by Board).

If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

Assault leave granted under rules adopted by a Board pursuant to this section shall not be charged against sick leave earned or earnable under section 3319.141 of the Revised Code or leave granted under rules adopted by a Board pursuant to Section 3319.08.

Article XX - Personal Leave

20.1 Personal Leave

All personnel shall be granted up to four (4) days of paid personal leave each contract year. Unused personal leave days are non-accumulative.

Such paid personal leave days shall be provided for the following purposes:

1. Observance of a religious obligation which is not a legal holiday.
2. Attendance at the employee's high school or college graduation ceremonies, or those of a spouse, sibling, parent, child or grandchild.
3. Legal appearance, other than jury duty. However, where a bargaining unit member is subpoenaed to court to appear in connection with a matter such as a custody dispute involving a Wickliffe student for whom the member has some employment responsibility, the bargaining unit member shall not be charged with personal leave for such attendance but will be paid her/his regular rate of pay for such attendance.

4. Personal or family business.

Personal or family business is defined as necessary personal or family matters which cannot be conducted outside the regular school day.

5. Emergency.

Emergency is defined as an urgent matter which requires absence from work that cannot be applied for in advance.

Personal leave shall not be used to extend holidays or recesses, to provide vacations, for recreation, for social or fraternal functions, or to engage in, or seek other employment, or to attend business trips with spouse.

Application for paid personal leave shall, except in urgent emergencies, be made through the supervisor or principal to the superintendent prior to the date of such leave on a form provided by the Board, which is attached. Every effort should be made to apply at least three (3) days in advance.

The leave shall be deemed approved upon timely receipt of a properly completed form, except that approval is required for Item 6 in the attached form.

Unused personal leave shall be converted to sick leave.

Personal leave knowingly utilized in violation of this policy, shall be considered as insubordination and shall result in appropriate disciplinary action, up to, and including termination.

Article XXI - Jury Duty

21.1 Jury Duty

In the case of jury duty, no deductions shall be made from accumulated sick leave, or personal leave. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror. If a day-shift employee is released from jury duty before 11:00 a.m. s/he shall report to work for the remainder of the regularly scheduled workday.

Article XXII - Unpaid Leaves of Absence

22.1 Leaves of Absence

The Board of Education may, upon written request of non-certificated employee, grant a leave of absence for a period of not more than two consecutive years for educational or professional, or other purposes, and shall grant such leave where illness, or other disability is the reason for the request. Without request, the Board may grant a leave of absence to an employee because of physical or mental disability. Section 3310.13, Ohio Revised Code.

The Board of Education reserves the right to require an employee who has requested a medical leave of absence to submit to a physical examination and evaluation to verify such information. Such exam shall be conducted by a doctor specified by the Board of Education at Board of Education expense. Should a difference of opinion arise as to the employee's disability, the employee shall be examined by a third physician who shall be selected by the employee from a list of at least three physicians submitted by the superintendent of schools and the president of the

association, the cost of which will be assumed by the Board, whose decision as to the employee's disability shall be final and binding.

The provisions of this section shall not apply to an employee who has filed and been approved for a Worker's Compensation claim.

1. Leave of absence may be requested by an employee for professional study and improvement. Such request must be made in writing, outlining the plan of study, the effective date, and the length of the absence. Approval must be given by the Board of Education.
2. Any regular employee who is conscripted into the armed services of the United State for service or training, shall be granted a military leave. Upon discharge, other than dishonorable, he shall be reinstated into the school system. His contract status shall be that held prior to entering military service with a maximum increment for two years' experience, providing he shall make application for reinstatement not later than ninety days from the date of said release or discharge from military service.
3. A classified employee with three (3) or more years with the Wickliffe City Schools shall receive board paid fringe benefits beginning with the second month of a medical leave of absence and continuing for up to two (2) years. (Maximum 23 months paid fringe benefits.) The employee on medical leave shall be required to submit a doctor's letter to the business office every three months stating the employee's inability to function at his or her position in the Wickliffe City Schools. Failure to submit a doctor's letter may result in the employees paying their own fringe benefits.

22.2 Family and Medical Leaves Of Absence

The District shall comply with the provisions of the Family Medical Leave Act ("FMLA") as prescribed by Board policy. The Employee General Notice for potential use of FMLA leave is found in Appendix I of this Agreement.

Article XXIII - Professional Leave-Workshops

23.1 Annual Northeastern Ohio Association of Public School Employees Meeting

All OAPSE members are authorized to attend the Northeastern Ohio Association of Public School Employees meeting. All those in attendance will be paid for the day. Employees in attendance will be required to provide verification in the form of a receipt from the OAPSE Northeast District of their attendance for the complete workshop to the board Treasurer or designee. No sick or personal leave shall be recognized for that day. Staff who are called in to work on that day shall be paid at their regular rates of pay for work during the normal work day and time and one half (1 ½) of their regular rate for all work performed outside their regular work schedule.

23.2 Annual Conference of the Ohio Association of Public School Employees

Delegates to the Annual Conference, subject to annual approval by the superintendent: the president of the Wickliffe Local and one delegate for every 100 members of OAPSE, or part thereof, be permitted to attend the Annual conference. Each delegate will be paid for his/her regular work days and normal expenses of transportation, meals and lodgings.

23.3 Workshops

We believe that professional workshops leading to self-betterment should be encouraged and time will be given, upon approval of the superintendent or his designee, for attendance. The employee will receive his or her normal workday pay (providing it is a workday) for approved release time. At the request of the union, a leave of absence for two (2) days without pay, shall be granted to as many as two (2) employees selected by OAPSE Local 196, to perform any function on behalf of the union with the following conditions:

1. Forty-eight hours advance notice is given.
2. That a substitute employee be requested, if required, to fill in for the absent union member.

The law for reimbursement of expenses is as follows: 3313.20

“Any employee may receive compensation and expenses for days on which he is excused, in accordance with the policy statement of the Board, by the superintendent of such Board or by a responsible administrative official designated by the superintendent for the purpose of attending professional meetings as defined by the board policy, and the Board may provide and pay the salary of a substitute for such days. The expense thus incurred by an employee shall be paid by the Board from the appropriate fund of the school district or the county board fund, provided that statements of expenses are furnished in accordance with the policy statement of the Board.”

All employees wishing to attend a workshop will be considered on an equal opportunity basis.

Article XXIV - Hospitalization, Major Medical, Dental, and Vision

The Board shall make available dental, group hospitalization and major medical insurance, and vision care policies for employees and their spouses and dependent children, provided that the employee complies with the terms of the policies and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer, or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents.

When a husband and wife are employed by the Board, family coverage will apply.

Effective September 1, 2011, all employees eligible for medical insurance coverage and who elect such coverage shall be enrolled in one of the three (3) standard plan designs offered by the Lake County Schools Health Council. Benefit descriptions are in Appendage H. Enrollment costs are as follows:

	<u>2011-12</u>	<u>2012-13</u>
<u>PPO #1</u>	single \$0/mo	single \$0/mo
	family \$0/mo	family \$0/mo

	<u>2011-12</u>	<u>2012-13</u>
<u>PPO #2</u>	single \$30/mo	single \$30/mo
	family \$50/mo	family \$50/mo

	<u>2011-12</u>	<u>2012-13</u>
<u>PPO #3</u>	single \$80/mo	single \$80mo
	family \$165/mo	family \$165/mo

Employees electing such coverage shall pay the required premium contribution by payroll deduction, provided that the employee was employed on or before July 1, 2006 and regularly scheduled to work at least twenty (20) hours per week for at least nine (9) months in a school year. Those initially hired on and after July 1, 2006 must be scheduled to work at least thirty (30) hours per week to be eligible for health insurance benefits and shall be subject to the same monthly single/family premium contribution as set out above.

Those eligible for insurance and initially employed on and after July 1, 2008 shall be eligible to enroll only in the PPO #1 plan.

Dental shall be no less than the coverage available in the 2000-2001 certificate of coverage.

Vision insurance shall be no less than Ohio Vision Service, Plan A. Effective the 1989-90 school year, the mental illness limit shall be increased to \$2,500 per calendar year. The maximum covered expenses for any one day shall be increased to eighty dollars (\$80.00).

Effective January 1, 1996, the vision coverage shall include a yearly eye examination, lenses and/or contact lenses each year and frames every-other-year.

The Board will pay those employees currently enrolled in any of the Board sponsored health plans one thousand dollars (\$1,000.00) if the employee waives his/her coverage in writing. The payment shall be made in a lump sum on the last payroll in August. The waiver must clearly explain the procedure for enrollment if a spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter. The rejoining is contingent upon the carrier's determination of insurability, subject to the approval of the Board stop loss carrier.

The \$1,000.00 payment will increase to \$2,500.00 if four (4) or more people waive their insurance coverage in writing during the open enrollment period of any year.

Procedures for insurance waiver and waiver forms shall be available from the Treasurer's Office.

Those initially hired on and after July 1, 2006 must be scheduled to work at least thirty (30) hours per week to be eligible for health insurance benefits and shall be subject to the same monthly single/family premium contribution as set out above.

24.2 Dock Days

Dock days may be approved at the discretion of the immediate supervisor and the superintendent or his designee, providing the employee has sick or personal days left, but cannot qualify for their guidelines. Such dock days, as approved, shall not result in a payroll deduction for any insurance package.

When an employee takes a dock day without prior approval of the immediate supervisor or the superintendent or his designee, the employee shall, by payroll deduction, pay the proportional amount of the insurance package, based on the number of days in his/her work year.

Article XXV - Health Benefits

25.1 Life Insurance

The Board, at its expense shall provide a group life insurance policy for eligible employees in the amount of fifty thousand dollars (\$50,000).

Article XXVI - Transportation

26.1 All routes shall be posted and awarded according to classification seniority.

26.2 Classification seniority shall be defined as the length of employment in a particular classification as computed from the employees most recent date of entry into such classification.

26.3 Regular Drivers

All drivers and bus aides shall meet annually at a meeting called by the Supervisor of Transportation at least two (2) weeks prior to the first day of school for the Wickliffe City Schools where students are bused by the Wickliffe Board of Education, but not earlier than August first of that year. Drivers and bus aides will be paid their hourly wage for the time spent at the annual meeting. All routes and midday runs shall be posted at this meeting. Bus aides will pick a final time (unless a run becomes available for bid), on the first Monday of October.

26.4 Runs

At the August meeting mentioned above runs and mid-day runs shall be posted in the Transportation Department for bid and selected by seniority (defined earlier). Starting times and total run times shall be noted as close as possible for all runs. If a bid run changes by half an hour or more (full-day excluding mid-day), it shall be posted for two days and awarded according to seniority. Drivers may only change bid on runs once each school year.

If a mid-day is to be split it is to be declared the day of selection. No more than one mid-day per person, per school year, (school year being defined as July 1 thru June 30).

A back up list for mid-day runs shall be available for regular drivers to sign on the day of run selection. The order for back-up drivers for mid-day runs:

1. Drivers who signed the back-up list.
2. Regular drivers who did not sign the back-up list and do not have a mid-day run.
3. Regular drivers who have or are splitting a mid-day run if there is no conflict with their regular duty.
4. Bus aides who were previously drivers and are qualified to drive (subject to 26.5 below).
5. Substitute bus drivers.

This shall be done on a rotating basis by seniority, provided that the driver who declines an assignment to serve as back-up for a mid-day run three times in a school year shall not be called for such runs for a period of thirty (30) days unless the employee indicates in writing to his supervisor, that he/she would like to be considered again for such mid-day runs.

If a run becomes available during the school year, it will be posted in the Transportation Department for a two (2) day period to be bid upon. A driver who is absent on short term sick or personal leave will be contacted by the Transportation Supervisor or designee to be notified of the posting. Most senior employee who is available to start the run at the end of the posting period shall be awarded the run. Any mid-day runs becoming available during the school year shall also be posted for a three (3) day period and awarded to the most senior employee. Drivers can only change midday runs one time during the year.

Drivers or aides who miss more than five (5) mid-day runs in one grading period will have their mid-day run put up for bid again. An exception will be made for persons who fail to appear due to long-term illness certified by a physician or a death in the family. If no other driver bids on the run, it may be returned to the original driver.

If a temporary position becomes available for an extended period of time, 15 or more consecutive work days, and if the run currently held by the member includes a midday run, that run will be posted for two (2) days. The run shall be awarded to the most senior driver available to start and complete the run at the end of the posting period providing the new mid day run does not disrupt the driver's own midday schedule.

26.5 Whenever a regular driver is absent, present and available drivers and bus aides who are qualified to serve as bus drivers and whose regular assignments have been completed will be asked prior to any substitutes. If no regularly employed driver or bus aide who is qualified to serve as a bus driver or substitute driver is available, a mechanic with a CDL, Class B certified school bus driver, may be assigned the driving responsibilities in an emergency situation. In certain emergency situations, it may be necessary to distribute runs as needed.

26.6 Regular and Emergency Field Trips

There shall be two (2) field trip lists which shall be designated as follows:

Regular field trips (defined as trips at least seven (7) days in advance, but not less than three (3) full working days).

Emergency field trips (defined as trips assigned less than three (3) full working days in advance).

Working day: (Defined as any day that school is in session). The working day count starts when the transportation supervisor assigns the trip. Example: Passed out on Monday at 9:00 A.M. would be three (3) days on Thursday at 9:00 A.M. Trips shall be posted prior to 9:00 A.M. if possible.

All regular field trips shall be distributed by the lowest hours in seniority of regular drivers.

Emergency field trips shall be distributed by seniority rotation among drivers who are at work on a regularly scheduled work day. When the next emergency field trip comes up, the rotation starts where it had been left off previously. If no regular driver is available for an emergency Field Trip, an aide qualified to drive shall be asked according to seniority rotation, if it does not interfere with their regular or any duties additionally assigned to them, then a substitute bus driver. When the next emergency trip comes up, the rotation starts where it was previously left off.

Any errors in trip assignments shall be corrected immediately upon discovery.

All regular and emergency trips shall be paid at the driver's current rate of pay for only the driving time to and from the field site and eighty percent (80%) of the current rate of pay for non-driving time. When a driver reports for a field trip and the trip is canceled, the driver shall be paid for one (1) hour at their current rate of pay. Non-driving/idle time for field trips and sporting events: defined as times when the driver does not have students under supervision on the vehicle or is not in the process of moving the vehicle from one location to another, with or without student passengers.

Regular field trips may be traded among drivers, but, only if the recipient driver has a trip to trade. If a driver cannot do a trip, and cannot trade it, the trip must be turned back to the transportation office no later than one day, (24) hours, prior to scheduled time of the trip. If a trip is turned back in less than one day, (24) hours, prior to the trip, the driver will be charged double the hours of the field trip. If a driver turns back two (2) regular field trips consecutively on three (3) days or less notice, the driver will be off of the regular field trip list for two weeks. The driver will be charged with the hours of the trips that they should have been assigned during that period.

Any regular driver hired after the beginning of the school year, or returning from an extended sick or personal leave, will be charged an average number of hours based on the current hours per driver on the posted list. Example: Take the highest accumulated hours, add this to the lowest accumulated hours, divide by two, and this becomes the hours charged.

If a driver or aide is going to be out for an extended period of time, 15 or more consecutive work days, the driver or aide will be given the opportunity to bid on the run according to seniority and take it prior to being awarded to a substitute. If this temporary driver's position is filled by a substitute driver, that substitute shall not be included in the rotation lists for field trips.

26.7 Up to twelve (12) hours in training (including classes) and testing on the Board's property with Board-provided trainers (or during a scheduled workday regardless of where or whose trainers) for six (6) year re-certification for bus drivers CDL requirements shall be paid at the driver's regular hourly rate.

26.8 The Board will agree to pay bus drivers, bus aides, and mechanics in attendance of any mandatory meetings. The employees are to report to the bus garage and punch in before leaving and again upon returning to the garage after the meeting. Employees who prefer to drive themselves to the meetings will be paid for the actual time of the meeting if they sign in at the meeting and are in attendance to its completion.

Any attempt to receive payment for the meetings without fulfilling the above criteria shall be considered grounds for suspension and/or dismissal. The employees attending shall be paid at their regular rate of pay.

26.9 Drivers Suspension Due to Points on License

Any employee who has a job which requires the employee to drive a Board owned vehicle to perform the duties of his/her assignment must be insurable under the terms and conditions of the Board's insurance carrier. Any employee considered uninsurable will be suspended from any driving of Board-owned vehicles. The employee shall be considered for an open non-driving position with Wickliffe City Schools for a two-year period, or until the employee becomes insurable.

The employee shall have a two (2) year period to correct his/her record to the point that the district can insure the employee under the district's insurance policy, and upon doing so, shall return to a position in the classification held prior to his/her suspension.

While on suspension, the employee will not accrue seniority and will not have "bumping rights".

Article XXVII, Reduction in Force, will not apply to anyone affected by this provision.

If the uninsurability is for something other than an accumulation of more than two (2) violations or four (4) points, the District will not challenge the driver's application for unemployment compensation.

Article XXVII - Reduction in Force

27.1

1. The following procedures will govern the reduction of non-teaching staff due to decreases in student enrollment, abolishment of positions*, return to duty of regular employees with a right to return to the bargaining unit, lack of work*, lack of funds*, or for other good cause. Such procedures shall be in compliance with state and federal laws relating to equal employment opportunity. It is the parties' intent that these procedures supercede application of ORC Chapter 124 with respect to all reductions in force, and the grievance procedure is the sole remedy for violation of these procedures.
2. System seniority shall be defined as the uninterrupted length of continuous (from most recent date of hire) employment of an employee of the Wickliffe City Schools. Classification seniority shall be defined as the length of employment in a particular classification as computed from the employee's most recent date of entry into such classification.
3. A leave of absence does not break continuous service, but an employee shall receive no service credit for time on authorized written leave of absence or for unpaid absences totaling more than five (5) days per school year.
4. The number of employees affected by a reduction will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire or otherwise vacate a position.
5. A.
If the number of positions in a classification is reduced, the least senior employee in the classification (classification seniority) will be displaced. If a position is abolished that is held by an employee who does not have the least classification seniority, that employee may bump a less senior employee in a position for which s/he is qualified within the classification. Those employees may then bump down to a position for which s/he is qualified until the least senior employee in the classification is laid off, or become a "bumping employee" under 5(B) of this section.
- B.
The displaced bargaining unit member shall become the "bumping employee". The bumping employee may bump downwards in the grouping that his/her classification is in if the employee is qualified and if the employee has more system seniority than an employee in such lower-paid classification. The bumping employee, at his/her discretion, may bump an employee with less system seniority in a lower paid classification within the same classification series, and for which he/she is qualified, in order to retain benefits. The least senior employee in the second classification may then bump into a lower-paid classification in the same classification series, if the employee is qualified and if the employee has more system seniority than an employee in such lower-paid classification. There is no bumping between classification series unless the bumping employee has previously worked as a regular employee in the classification series he/she wishes to bump into and remains qualified for the position.

. *As defined on O.R.C. § 124.321.

- C. If the hours for a position are cut in a reduction in force, the employee in that position will have the option of keeping the position with reduced hours or displacing an employee with less classification seniority in the classification. The employee with the least classification seniority in the classification, if displaced, will have the option of taking the reduced hour position or becoming a bumping employee. If the employee in the position with reduced hours has the least classification seniority, she/he shall have the option of taking reduced hours or becoming a bumping employee. Outside of the Transportation Department there shall be no across-the-board reduction in hours.
6. A bumping employee who has nobody to bump or who chooses not to exercise bumping rights, will be laid off. Failure to bump when eligible shall not adversely affect an employee's right of recall to their former classification/position.
7. Bumping into a lower paying classification or one with less hours will automatically place the employee in the salary and hours of the new classification. The employee shall be given credit for the years worked in the system as it applies to the salary schedule.

27.2 Call Back Procedures

1. Reassigned employees have first option for vacancies the Board determines to fill in their classification or a lower classification within their classification series for which they are qualified.
2. In filling subsequent vacancies the Board determines to fill, employees will be recalled in reverse order of lay-off for a period of three (3) years after lay-off, provided such employee keeps the Board office informed as to current mailing address and telephone number.

Classifications Listings

Bumping proceeds downward or horizontally, not upward, within these classification series.

Classification Series I	Secretarial/Clerical Clerk-Custodian* Clerk Librarian Auxiliary Services Substitute Assigner
Classification Series II	Bus Mechanic Maintenance Employee Head Custodian Assistant Custodian Buildings and Grounds Custodial Cleaning Employee
Classification Series III	Chief Head Cook Head Cook Assistant Cook Cafeteria Employee
Classification Series IV	Bus Driver Bus Aide Mail Courier
Classification Series V	Communication Skill Aide Title I Aide* Autism/MH/Special Needs Aide Educational Aide Study Hall Monitor/Duty Monitor Playground Aide/Latchkey
Classification Series VI	Hearing Impaired Interpreter Hearing Impaired Aide

*No bumping permitted between the Secretarial-Clerical and Clerk-Custodian; nor between Communication Skill Aide and Title I Aide.

Job Descriptions

The current job descriptions of each position within the bargaining unit shall be on file and made available upon request.

The supervisor or his designee and the employee shall evaluate and update his/her job description when necessary. The Union President will be given the opportunity to examine any changes in job descriptions before they are approved.

Article XXVIII - Pay Procedures

28.1 Pay Day

Classified employees will be paid on an hourly basis every other Thursday, according to the payroll schedule. Employees are to be paid in twenty-six (26) bi-weekly pays with the exception of years in which there are twenty-seven (27) bi-weekly pay periods.

28.2 Salary Schedule

The salary schedules for all employees covered by this contract will be made a part of this contract and will be called Appendage A. All salary steps and each salary schedule shall be increased by 0% effective July 1, 2011 and 0% July 1, 2012.

Minimum wage rates for OAPSE Local 196 positions for persons newly employed on or after July 1, 2006 by position:

POSITION	RATE
Secretarial	12.75
Clerk-Custodian	13.00
Clerk-Librarian	12.50
Education Aide	13.75
Duty Monitor	13.25
Head Custodian	15.00
Maintenance Employee	16.00
Assistant Custodian	13.00
Cleaning Employee	10.00
Buildings/Grounds/Mail	12.00
Courier	
Substitute Assigner	11.00
Playground Aide	9.00
Latchkey Aide	9.00
Mechanic	17.50
Bus Driver	15.00
Bus Aide	10.00
Cafeteria Employee	8.00

The new hire rates do not apply to employees of the Board, hired before July 1, 2006, who after that date are promoted into a new position. In those cases, the contract schedules shall continue to govern the wage rates for those promoted employees.

These new hire rates shall be in effect for the duration of the contract. However, these rates are minimums. The Board may exceed these rates in the employment of new personnel, based on the Board's determination of need and qualifications. However, no employee hired on and after July 1, 2006 will be hired at a wage rate above that earned by any person employed by the Board of Education before July 1, 2006 for the same position.

An employee hired on or after July 1, 2006 and who has completed at least twelve (12) months of service shall have her/his wage rate in effect as of June 30, 2011 increased by 0% effective July 1, 2011 and 0% July 1, 2012.

28.3 Longevity Payment

Payments based on an employees' longevity will be made a part of this contract, and will be called Appendage B.

28.4 Salary Increments

A new employee hired before July 1, 2006 must work 120 working days prior to July 1st in order to qualify for a salary increment on the salary schedule. The salary increment index will be called Appendage C.

28.5 Responsibility Factor and Boiler License

Many employees are entitled to responsibility factors and/or additional pay if they have obtained a boiler's license. The responsibility factor and boiler license stipends are paid in three installments; November, March, and June. Responsibility factors and boiler's license stipends are noted in the salary schedule (Appendage A).

28.6 Mandatory Salary Reduction Plan

For the purpose of establishing an employee's taxable income, the Board will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution paid to the School Employees Retirement System.

28.7 Payment to Estate Upon Death

In the case of a bargaining unit member's death while in the employ of the Wickliffe City Board of Education, earned but unused regular pay, compensatory time, or vacation time shall be paid in accordance with the preferences of O.R.C. 2113.04 or its successor, provided the payment falls within the monetary limits of that section.

28.8 Uniforms

Beginning with the 2009-2010 school year, the Board shall provide three (3) work shirts/golf shirts per school year showing the name of the "Wickliffe Schools" to each regular employee in the following classifications: maintenance, building and grounds, custodial, drivers and mechanics. Employees who are issued such shirts are expected to wear them to work and to keep them clean and in good repair. The employee may purchase additional shirts at cost.

28.9 Attendance Incentive

Any 12-month employee who completes one entire school year (July 1 through June 30) without missing a workday or any portion thereof due to use of sick leave and not more than one (1) day of personal leave, including completion of all routes and field trips and all other assigned employment responsibilities, shall receive an attendance incentive of \$250 payable during the first pay in the succeeding July.

Any employee who is NOT employed for 12 months who completes one entire school year (July 1 through June 30) without missing a workday or any portion thereof due to use of sick leave and not more than one (1) day of personal leave, including completion of all routes and field trips and all other assigned employment responsibilities, will receive an incentive of \$150 payable in the first pay of the succeeding July.

Article XXIX - Retirement/Severance Pay

- 29.1 The Wickliffe Board of Education shall grant severance payment pursuant to RC 124.39 to Classified personnel, based on unused accumulated sick leave days subject to the following conditions.
- 29.2 An employee shall be deemed to "retire" if the employee leaves the classified employee position when his/her employment in Wickliffe terminates, but meets all the requirements for receipt of benefits from the School Employees Retirement System except age, and is within five (5) years of satisfying the age requirement and has been employed with the Wickliffe City Schools a minimum of five (5) consecutive years.
- 29.3 The employee shall file a copy of the retirement application papers with the treasurer of the board and write a letter of resignation for retirement purposes to the Board of Education.
- 29.4 The employee shall be eligible for severance payment once only.
- 29.5 Severance payment will be based on one-fourth of the employee's accumulated and unused sick leave days, or 55 days, whichever is the lesser number.
- 29.6 All sick leave days accrued in the Wickliffe and other Ohio schools shall be used in computing severance payment. In addition to the above calculation, each employee shall receive an additional severance day for each year of perfect attendance (no missed scheduled work days except vacation) starting July 1, 2005.

29.7 The number of days of eligible severance payment shall be multiplied by the per diem rate for the position of the retiring employee in order to determine the amount of severance payment.

The per diem rate is determined by multiplying the hourly rate presently earned by the number of hours worked per day as set by the superintendent or his designee.

29.8 The retiring employee shall not be eligible for unemployment compensation.

29.9 Severance payment shall be made to the eligible employee with the first payday following the last regular paycheck prior to retirement.

29.10 The severance payment shall be subject to federal withholding tax, city and state income tax deductions but shall not be subject to retirement contributions, hospitalization premiums, tax sheltered annuity payments, credit union payments, insurance premiums, or professional dues.

29.11 Severance payment may be withheld by the Board of Education until all debts and obligations of the retiring employee due the Board of Education are discharged.

29.12 Retirement Incentive

A committee composed of the Treasurer and one other administrator appointed by the Superintendent and two representatives appointed by the President of Local 196 shall be convened by November 15, 2008 to study the feasibility of implementation of a retirement incentive plan for members of the Local 196 bargaining unit retiring effective July 1, 2009.

Article XXX - Wages

The Base salary shall remain at the same level as in place for the 2011-12 school year and for the 2012-13 school year.

Article XXXI - Drug and Alcohol Policy

31.1 The Omnibus Transportation Employee Testing Act of 1991 requires drug and alcohol testing for those employees holding a Commercial Drivers License. This legislation specifies the following five conditions when testing is required.

1) Pre-employment

This test will be given as part of the pre-employment physical.

2) Post Accident

This testing will be required if:

(a) there is a fatality; or

(b) the employee receives a citation arising from the accident; or

(c) the employee or others suffers any physical injury as a result of the accident

3) Random

Annually, at least the required percentage of the eligible employees will be randomly selected to be tested for drugs and/or alcohol.

4) Return to duty/follow-up

This testing applies to employees who have:

- (a) previously tested positive,
- (b) been removed from their positions,
- (c) successfully completed a rehabilitation program, and are now returning to duty.

Such employees are subject to a minimum of six unannounced follow-up drug/alcohol tests over the 12 month period following their return to work.

5) Reasonable suspicion

A test will be required when the Transportation Supervisor or Manager of Operations and Support Services determines that a reasonable suspicion exists that an employee is under the influence of drugs or alcohol. The determination will be based on a specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or body odors of the employee. Supervisors and administrative employees who will determine reasonable suspicion shall be specifically trained regarding the basis upon which the grounds for reasonable suspicion testing may occur.

6) Employees shall be paid their regular rate of pay per hour for all time spent for drug and alcohol testing.

31.2 All employees are subject to drug and alcohol testing following any workplace accident, including work-related motor vehicle accidents, industrial accidents, or other workplace accidents.

31.3 Employees who test positive for illegal drugs or alcohol on a random or post-accident test under this policy, but who are not driving under the influence of drugs or alcohol, will have a one-chance opportunity to undergo treatment and rehabilitation, consistent with the recommendations of the Board's physician. The employee shall be on unpaid medical leave during the period of rehabilitation recommended by the Board's physician. Such individual returning to work shall be subject to periodic unannounced drug and alcohol testing as determined by the District.

Employees are encouraged to voluntarily seek assistance for chemical dependency; however, if the chemical dependency interferes with his/her job performance or adversely affects health, a referral for diagnosis by a licensed physician may be required by the Superintendent. No employee who voluntarily seeks assistance unrelated to a drug and alcohol test for chemical dependency shall be disciplined, and may use sick leave or available medical leave during a period of rehabilitation.

After going through a rehabilitation program, any employee who again tests positive for illegal drugs or alcohol under this policy, shall be discharged.

Article XXXII - Duration of Agreement

- 32.1 The Provisions of this negotiations agreement are effective upon adoption and shall continue, in and remain in force and effect as binding on the parties until June 30, 2013.

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the duration of this agreement.

This agreement represents the complete understanding and agreement of the parties, who fully acknowledge that they had the full opportunity to negotiate on any and all matters which are properly subject to collective bargaining. Therefore, during the term of this agreement, neither the Board nor OAPSE, Local 196 shall be obligated to bargain collectively on any additions to, or subtractions from, or modifications to this agreement or on matters not included in this agreement, unless otherwise provided herein.

Article XXXIII – Miscellaneous Provision

33.1 Background Checks

The Board of Education will charge the employee the actual cost for securing fingerprints necessary to complete the BCII/FBI background checks, provided such fingerprinting is done through the Wickliffe Schools. The employee may elect payroll deduction over the following four (4) pay checks.

33.2 Personnel Files

The Treasurer's office will continue its current practice of notifying an employee when an individual not employed by or are affiliated with the Board of Education seeks to review that employee's personnel file.

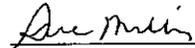
AGREEMENT BETWEEN BOARD OF EDUCATION

AND

OAPSE CHAPTER 196

July 1, 2011 - June 30, 2013

WICKLIFFE ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES



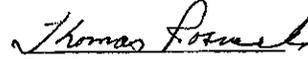
President, Local #196



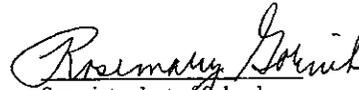
Field Representative

Date: 11-17-11

WICKLIFFE BOARD OF
EDUCATION



President



Superintendent of Schools



Treasurer/CFO

Date: 11/30/11

Appendage A

**COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES
(hired before July 1, 2006)**

SECRETARIAL, CLERK-CUSTODIAN, CLERK-LIBRARIAN, AND EDUCATION AIDES

STEP	JULY 1, 2011	JULY 1, 2012
1	13.26	13.26
2	13.94	13.94
3	14.59	14.59
4	15.26	15.26
5	15.92	15.92
6	16.59	16.59
7	17.26	17.26
8	17.91	17.91

HEAD CUSTODIAN/MAINTENANCE EMPLOYEE

STEP	JULY 1, 2011	JULY 1, 2012
1	16.28	16.28
2	17.10	17.10
3	17.92	17.92
4	18.74	18.74
5	19.55	19.55
6	20.37	20.37
7	21.19	21.19
8	22.00	22.00

ASSISTANT CUSTODIAN

STEP	JULY 2011	JULY 12
1	14.00	14.00
2	14.70	14.70
3	15.40	15.40
4	16.11	16.11
5	16.82	16.82
6	17.50	17.50
7	18.21	18.21
8	18.91	18.91

CUSTODIAL CLEANING EMPLOYEE

STEP	JULY 1, 2011	JULY 1, 2012
1	12.03	12.03
2	12.64	12.64
3	13.24	13.24
4	13.84	13.84
5	14.45	14.45
6	15.04	15.04
7	15.66	15.66
8	16.25	16.25

BUILDING/GROUNDS

STEP	JULY 1, 2011	JULY 1, 2012
1	12.72	12.72
2	13.36	13.36
3	14.00	14.00
4	14.63	14.63
5	15.27	15.27
6	15.89	15.89
7	16.54	16.54
8	17.16	17.16

MAIL COURIER, SUBSTITUTE ASSIGNER

STEP	JULY 1, 2011	JULY 1, 2012
1	12.22	12.22
2	12.83	12.83
3	13.45	13.45
4	14.06	14.06
5	14.67	14.67
6	15.28	15.28
7	15.88	15.88
8	16.51	16.51

PLAYGROUND AIDE/LATCHKEY AIDE

STEP	JULY 1, 2011	JULY 1, 2012
1	10.02	10.02
2	10.53	10.53
3	11.03	11.03
4	11.53	11.53
5	12.03	12.03
6	12.53	12.53
7	13.04	13.04
8	13.55	13.55

MECHANIC

STEP	JULY 1, 2011	JULY 1, 2012
1	16.55	16.55
2	17.38	17.38
3	18.21	18.21
4	19.04	19.04
5	19.87	19.87
6	20.70	20.70
7	21.53	21.53
8	22.35	22.35

BUS DRIVER

STEP	JULY 1, 2011	JULY 1, 2012
1	16.16	16.16
2	16.98	16.98
3	17.79	17.79
4	18.60	18.60
5	19.41	19.41
6	20.21	20.21
7	21.02	21.02
8	21.82	21.82

BUS AIDE

STEP	JULY 1, 2011	JULY 1, 2012
1	10.38	10.38
2	10.90	10.90
3	11.42	11.42
4	11.94	11.94
5	12.45	12.45
6	12.98	12.98
7	13.50	13.50
8	14.02	14.02

CHIEF HEAD COOK AND HEAD COOK

STEP	JULY 1, 2011	JULY 1, 2012
1	9.01	9.01
2	9.54	9.54
3	9.85	9.85
4	10.60	10.60
5	11.13	11.13
6	11.66	11.66
7	12.19	12.19
8	12.72	12.72
9	13.25	13.25
10	13.78	13.78
11	14.31	14.31

ASSISTANT COOK

STEP	JULY 1, 2011	JULY 1, 2012
1	8.09	8.09
2	8.56	8.56
3	8.85	8.85
4	9.52	9.52
5	9.99	9.99
6	10.47	10.47
7	10.94	10.94
8	11.42	11.42
9	11.90	11.90
10	12.37	12.37
11	12.85	12.85

OTHER CAFETERIA EMPLOYEES

STEP	JULY 1, 2011	JULY 1, 2012
1	8.34	8.34
2	8.84	8.84
3	9.13	9.13
4	9.81	9.81
5	10.30	10.30
6	10.81	10.81
7	11.29	11.29
8	11.79	11.79
9	12.28	12.28
10	12.77	12.77
11	13.26	13.26

ADDITIONAL COMPENSATION

Responsibility factors for Clerk-Custodian, paid in three installments in November, March and June, are as follows: High School - \$200.00 per year; Middle School - \$200.00 per year; Elementary School - \$200.00 per year.

Responsibility factors for Head Custodians, paid in three installments, November, March and June, are as follows: High School - \$300.00 per year; Middle School - \$300.00 per year; Elementary School - \$300.00 per year.

Responsibility factors for Assistant Custodians paid in three (3) installments in November, March and June are as follows: High School - 150.00 per year; Middle School - \$150.00 per year; Elementary School - \$150.00 per year.

The second shift differential for Head Custodians, Assistant Custodians, Cleaning and Maintenance personnel will be thirty cents (\$.30) per hour for hours worked. Second shift personnel shall be paid this differential if the scheduled starting time is between the hours of 2:30 p.m. and 6 a.m.

All custodians, head or assistant, and maintenance personnel, who are holders of a valid boiler/operator's license are eligible to receive the amount of \$125 annually, paid in three installments in November, March and June.

Responsibility factor for CHIEF HEAD COOK, paid in three installments in November, March and June - \$150.00 per year.

Responsibility factor for HEAD COOK, paid in three installments in November, March and June, are as follows: High School - \$150 per year; Middle School - \$150 per year; Elementary School - \$150 per year. Annual stipend will be given for latchkey paperwork, in an amount determined by the Board.

Through a laundry service or otherwise, the Board will provide five (5) clean uniforms per week for the bus mechanics.

The Board will provide a one hundred fifty dollars (\$150) annual allowance for bus mechanics for broken or worn out tools. The tool allowance will be payable the first pay period of July, of each year of the contract upon inspection and approval of the Transportation Supervisor.

LONGEVITY PAYMENTS

**Added to Wickliffe School's
Classified Salary Schedule**

YEARS/WICKLIFFE SERVICE	INDEX	2011-2012	2012-2013
20-24	.022	\$ 560.00	\$ 560.00
25-27	.026	\$ 661.00	\$ 661.00
28	.03	\$ 763.00	\$ 763.00
29	.04	\$1018.00	\$1018.00
30	.05	\$1272.00	\$1272.00
31-32	.06	\$1526.00	\$1526.00

- A. Longevity Payments on the above schedule will be applied to the salary of each classified employee at the 20th year of classified service.
- B. To qualify for a Longevity Payment on the above schedule, an employee must have served at least 20 consecutive years in the Wickliffe City Schools.
- C. After 20 consecutive years in the Wickliffe Schools, a classified employee may be credited with a maximum of 5 years of service as a classified employee in other school systems.
- D. Only years worked as a full-time classified employee in the public school systems shall count towards years of service for Longevity Payments.
- E. Classified employees under contract as of July 1, 1976, who qualify for Longevity Payments shall be paid based upon their years of service at that point and no retroactive Longevity Payments shall be made.
- F. There will be no increase in Longevity Payments after the 32nd yr.
- G. Longevity amount shall be calculated by:
 - 1. Determining average Step 1 hourly wage of all sub-categories.
 - 2. Multiplying the figure obtained in (1) by 2080 (40 hr. wk. x 52 weeks)
 - 3. Multiplying the figure in (2) by the appropriate index.

INDEX SCHEDULE FOR NON-CERTIFIED EMPLOYEES
EXCEPT FOR FOOD SERVICE WORKERS, NON-CERTIFIED EMPLOYEES
EMPLOYED BEFORE July 1, 2006

The index is used in the computation of all hourly rates in the following manner:

STEP	INDEX
1	1.00
2	1.05
3	1.10
4	1.15
5	1.20
6	1.25
7	1.30
8	1.35

EXAMPLE: Secretary beginning salary is \$10.93 per hour
Secretary on Step 8 would take the beginning salary times the index at Step 8 =

\$10.93
<u>x1.35</u>
\$14.75

INDEX SCHEDULE FOR FOOD SERVICE NON-CERTIFIED EMPLOYEES
EMPLOYED BEFORE July 1, 2006

<u>STEP</u>	<u>INDEX</u>
1	.85
2	.90
3	.93
4	1.00
5	1.05
6	1.10
7	1.15
8	1.20
9	1.25
10	1.30
11	1.35

The index is used in the computation of all hourly rates in the following manner:
Step 4 represents the base ratio.

EXAMPLE: Head cook base salary is \$10.29 per hour (step 4).
Head cook on Step 1 would take $\$10.29 \times .85$ and \$8.74
would be the salary. At Step 11 it would be $\$10.29 \times 1.35$
and \$13.89 would be the salary.

WICKLIFFE BOARD OF EDUCATION
WICKLIFFE, OH
APPLICATION FOR USE OF SICK LEAVE

Appendage D

1. Please complete Part 1 for each period of absence and return to your principal or supervisor immediately upon return to work.
2. If it was necessary to request the services of a physician, please certify Part 2.
3. This signed certificate is now required according to state legislature rulings and these certificates will become a part of our audit by State Examiners. Therefore, the school administration cannot issue payroll checks to individuals who were absent until these signed statements are received in the Payroll Office.

NAME _____ SS# _____

POSITION _____ SCHOOL _____

PART 1: I hereby request sick leave for the following day(s):

DATE: _____ TIME _____
MONTH DAY YEAR (FROM) AM/PM (TO) AM/PM

TOTAL: _____

REASON FOR ABSENCE:

1. PERSONAL ILLNESS. NATURE OF ILLNESS: _____
2. PERSONAL INJURY. NATURE OF INJURY: _____
3. SERIOUS ILLNESS IN IMMEDIATE FAMILY: RELATIONSHIP: _____
4. DEATH OF: _____ ON _____
5. OTHER: _____

I swear or affirm that the above statements are true. Falsification of this statement is grounds for suspension or termination of employment.

DATE _____ SIGNATURE _____

PART 2: I certify that I was under the care of a physician:

NAME AND ADDRESS OF PHYSICIAN _____

DATE(S) CONSULTED _____

ADMINISTRATIVE ACTION

RECOMMENDED _____
NOT RECOMMENDED _____

APPROVED _____
DISAPPROVED _____

PRINCIPAL/SUPERVISOR _____

SUPERINTENDENT/DESIGNEE _____

WICKLIFFE BOARD OF EDUCATION
OAPSE LOCAL 196

Appendage E

PAID PERSONAL LEAVE FORM

EMPLOYEE'S NAME _____	DATE _____
EMPLOYEE'S SOCIAL SECURITY NUMBER _____	SCHOOL _____
DATE(S) OF REQUESTED PERSONAL LEAVE: _____	ALL DAY _____ A.M. _____ P.M. _____

PLEASE CHECK BELOW THE REASON FOR SUCH PERSONAL LEAVE:

- 1.) _____ RELIGIOUS OBLIGATION
- 2.) _____ GRADUATION ATTENDANCE
- 3.) _____ LEGAL APPEARANCE
- 4.) PERSONAL OR FAMILY BUSINESS
 _____ NECESSARY PERSONAL MATTERS
 _____ NECESSARY FAMILY MATTERS
- 5.) _____ EMERGENCY

*PERSONAL LEAVE SHALL NOT BE USED TO EXTEND HOLIDAYS OR RECESSES, TO PROVIDE VACATIONS, FOR RECREATION, FOR SOCIAL OR FRATERNAL FUNCTIONS, OR TO ENGAGE IN OR SEEK OTHER EMPLOYMENT, OR TO ATTEND BUSINESS TRIPS WITH SPOUSE OR MATTERS PROPERLY COVERED UNDER SICK LEAVE. PERSONAL LEAVE KNOWINGLY UTILIZED IN VIOLATION OF THIS POLICY, SHALL BE CONSIDERED AS INSUBORDINATION (AS DEFINED IN O.R.C. 3319.16) AND SHALL RESULT IN APPROPRIATE DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

SUPERVISOR/PRINCIPAL SIGNATURE

EMPLOYEE'S SIGNATURE

SUPERINTENDENT'S SIGNATURE

WICKLIFFE BOARD OF EDUCATION
Wickliffe, Ohio

VACATION SCHEDULE

1-5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years	16 days
11 years	17 days
12 years	17 days
13 years	18 days
14 years	18 days
15 years	20 days
16 years	20 days
17 years	20 days
18 years	20 days
19 years	20 days
20 years	20 days

VERBAL GRIEVANCE FORM

NAME OF EMPLOYEE _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

BRIEF STATEMENT OF GRIEVANCE:

List applicable violation: _____

Date Presented to Management Representative: _____

Signature of Employee _____

Signature of Management Representative _____

Date of Verbal Response _____

Signature of Management Representative _____

Signature of Employee _____

Lake County Schools Council Health Care Benefits Program
Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/11

	Standard PPO Plans					
	PPO Plan #1		PPO Plan #2		PPO Plan #3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Benefit Period	Federal law - age 26; law - age 28 (surcharge assessed)		Federal law - age 26; law - age 28 (surcharge assessed)		Federal law - age 26; law - age 28 (surcharge assessed)	
Dependent Age Limit	State Unlimited		State Unlimited		State Unlimited	
Lifetime Maximum	Unlimited		Unlimited		\$100/\$200	\$200/\$400
Deductible - Single / Family ¹	\$500/\$1,000	\$1,000/\$2,000	\$250/\$500	\$500/\$1,000	98%	70%
Coinsurance	80%	60%	90%	70%	98%	70%
Out of Pocket Maximum (Excluding Deductible) - Single / Family	\$2,000/\$4,000	\$4,000/\$8,000	\$1,000/\$2,000	\$2,000/\$4,000	\$500/\$1,000	\$1,000/\$2,000
Physician/Office Services:						
Medically Necessary Office Visit (Illness / Injury)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	\$15 Copay, then 100% ²	70% after deductible
Urgent Care Facility	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Immunizations (tetanus, rabies, meningococcal polysaccharide, HPV, Influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide are covered services)	100%	60% after deductible	100%	70% after deductible	100%	70% after deductible
Preventative / Routine Services						
Preventive Services in accordance with state and federal law	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To Age 21)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Exam associated with Pap Test (one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Endoscopies	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Labs, X-Rays and Medical Tests	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Outpatient Services:						
Surgical Services	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Diagnostic Services	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Physical / Occupational Therapies (40 visits per benefit period)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (12 visits per Benefit Period)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (20 visits per Benefit Period)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Emergency Room ³	\$75 Copay, then 100%		\$50 Copay, then 100%		\$50 Copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$75 Copay, then 80%	60% after deductible	\$50 Copay, then 80%	70% after deductible	\$50 Copay, then 80%	70% after deductible

Lake County Schools Council Health Care Benefits Program
Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/11

	Standard PPO Plans					
	PPO Plan #1		PPO Plan #2		PPO Plan #3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Inpatient Services:						
Semi-Private Room and Board	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Maternity	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Skilled Nursing (100 days per Benefit Period)	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Organ Transplants	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Other Services						
Allergy Testing and Treatments	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Ambulance	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Home Healthcare	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Hospice	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	80% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Mental Health and Substance Abuse:						
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.	
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.	
PRESCRIPTION DRUGS						
Retail Copay (30 day supply)						
Generic		\$10.00		\$10.00		\$5.00
Preferred Brand		\$30.00		\$25.00		\$20.00
Non-Preferred Brand		\$50.00		\$40.00		\$30.00
Mall Order Copay (90 day supply)						
Generic		\$20.00		\$20.00		\$10.00
Preferred Brand		\$60.00		\$60.00		\$40.00
Non-Preferred Brand		\$100.00		\$80.00		\$60.00
RATES (Effective 7/11 through 8/12)						
Medical Rates						
Single		\$328.68		\$374.72		\$386.82
Family		\$833.02		\$955.52		\$1,011.88
Prescription Drug Rates						
Single		\$84.60		\$90.80		\$113.06
Family		\$215.68		\$231.46		\$288.28
Total Medical and Prescription Drug Rates						
Single		\$411.28		\$465.52		\$509.88
Family		\$1,048.70		\$1,186.98		\$1,300.16

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

†The office visit copay applies to the cost of the office visit only

‡Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

§Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

This benefit summary provides a brief outline of the services covered by Medical Mutual. Refer to your certificate for information regarding the administration of the plan.

THE FAMILY AND MEDICAL LEAVE ACT
EMPLOYEE RIGHTS AND RESPONSIBILITIES

The District provides leave to eligible employees consistent with the Family and Medical Leave Act ("FMLA"). In complying with the FMLA, the District adheres to all applicable Federal and State laws.

Eligibility Requirements

Employees are eligible for leave under the FMLA if they:

- Worked for the District for at least 12 months (the 12 months need not be consecutive);
- Worked for at least 1,250 hours in the 12 months immediately preceding the commencement of the leave (time spent on paid or unpaid leave does not count towards the 1,250 hours); and
- Work at a location where the District employs at least 50 employees within 75 miles of the worksite.

Medical Leave

Pursuant to the FMLA, the District provides eligible employees with up to 12 workweeks of unpaid, job-protected leave during a defined "12-month period" for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent (but not in-laws), who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Qualifying Exigency Leave

An eligible employee is entitled to take up to 12 workweeks of unpaid leave during a defined "12-month period" to address certain "qualifying exigencies" that arise when the employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the Regular Armed Forces (including the National Guard or Reserves) and has been deployed outside the United States.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

For purposes of determining an eligible employee's entitlement to "medical leave" or "qualifying exigency leave" under the FMLA, the "12-month period" is defined as the school year, July 1 - June 30.

Military Caregiver Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember" is entitled to take up to 26 workweeks of unpaid leave during "a single 12-month period" to care for the servicemember.

A "covered servicemember" is a current or former member of the Armed Forces (including the National Guard or Reserves) who has suffered a serious injury or illness that was incurred in the line of active duty or that previously existed and was aggravated by service in the line of active duty and that renders the servicemember medically unfit to perform his or her duties for which the servicemember is currently undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. To be considered a "covered servicemember," a "veteran" must have been a member of the Armed Forces within five years of undergoing such medical treatment, recuperation, or therapy.

For purposes of this special military caregiver leave entitlement, the "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

Use of Leave

FMLA leave may be taken "intermittently" or on a "reduced leave schedule" when medically necessary. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is FMLA leave that reduces an employee's usual number of working hours per workweek, or hours per workday. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employee Responsibilities

Employees must provide the District with no less than 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide the District with notice as soon as practicable and generally must comply with the District's usual and customary notice and procedural requirements. Failure to do so, may result in denial or delay of FMLA-protected leave, and may lead to discipline under the District's policies.

Employees must provide sufficient information for the District to determine whether the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need to care for a covered servicemember or the existence of a qualifying exigency.

Employees must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

District Responsibilities

The District shall inform employees requesting leave whether they are eligible for leave under the FMLA. Eligible employees will receive notice of whether any additional information will be required, as well as notice of their rights and responsibilities under the FMLA. Ineligible employees will receive notice of at least one reason for their ineligibility.

The District shall also inform employees whether their request for leave will be designated as FMLA-protected and the amount of leave that will be counted against the employee's total FMLA leave entitlement. The employee will also be notified if the District determines that the requested leave is not FMLA-protected.

Benefits and Protections

During FMLA leave, the District will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms in accordance with the FMLA and District policy. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Substitution of Paid Leave for Unpaid Leave

Accrued paid leave shall run concurrently with unpaid FMLA leave; that is, any leave taken for a reason qualifying under the FMLA and the District's leave policies shall be subtracted both from the employee's total FMLA entitlement and from the appropriate form of accrued paid leave. When accrued paid leave is used in lieu of unpaid FMLA leave, employees will be required to comply with the District's normal policies for requesting paid leave.

Prohibited Acts

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit if they believe the District has engaged in the above prohibited acts.

Additional information is available from the Wage & Hour Division of the U.S. Department of Labor: www.wagehour.dol.gov or by calling 1-866-487-9243.

[Adoption date: _____, 2011]

LEGAL REFS.: The Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Acts for FY 2008 and FY 2010
29 USC 2611 et seq.; 29 CFR 825

ORC 124.38; 3319.085; 3319.087; 3319.13; 3319.131; 3319.14; 3319.141; 3319.142; 3319.143

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Wickliffe City School District Board of Education (Board of Education) and the Ohio Association of Public School Employees Wickliffe Local #196 (OAPSE) this 17 day of September 2011.

The Board and OAPSE agree to enter into a Memorandum of Understanding re-defining the existing contract language as it is written in Article XII - Overtime, Section 12.2 Compensatory Time of the current contract.

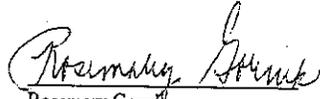
The Board and OAPSE agree that the current contract language will be amended to read as follows:

12.2 Compensatory Time

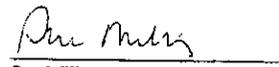
In lieu of overtime, secretarial employees working on teacher-parent conference, curriculum night, new family orientation and open house nights shall be given compensatory time (at a time and one-half rate) for all hours that exceed forty (40) hours worked in a week. Said compensatory time will be used during the same school year at a time approved by the building principal. All opportunities for earning compensatory time as related to the events named above must be offered on a seniority rotation basis.

This agreement will be in full force and effect immediately after it is ratified by OASPE Local 196 and the Wickliffe City Board of Education and will be, upon ratification, considered a permanent part of the bargaining agreement.

For the Board of Education:


Rosemary Gornik
Superintendent

For OAPSE:


Sue Miller
OAPSE President Local #196

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WICKLIFFE SCHOOLS BOARD OF EDUCATION
AND THE
O.A.P.S.E. Local #196

Wickliffe Schools Board of Education
Meeting
August 25, 2012 3:51

In an attempt to meet the district's goals and the state of Ohio's mandates on curriculum, OAPSE and the superintendent agree to the following regarding attendance of 9-month employees during Teacher Workshop Days/Professional Development Days (approved Waiver Days), which will be in effect from July 1, 2012 until June 30, 2013.

August Teacher Workshop Day (No Professional Development)

Staff who will attend for their assigned hours

- Cafeteria Staff
- Duty Monitors
- Educational Aides
- Latchkey Supervisor
- Bus Drivers- half of their approved hours

Staff Attending for Breakfast, Convocation and Building Staff Meeting

- All of the above
- Playground Aides
- Bus Aides
- Auxiliary Service
- Substitute Assigner
- Latch Key Aides

January Teacher Workshop Day

- Educational Aides-Professional Development for .5 day; followed by Principal/Classroom Teacher-Assigned duties/record keeping to the extent of the approved hours.

June Teacher Workshop Day (No Professional Development)

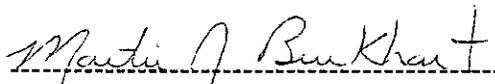
- Not Applicable

Professional Development Day (approved Waiver Days, if applicable)

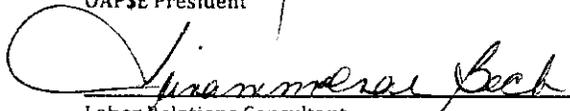
- All staff work approved hours

*Employees will be expected to attend training even if training is offered at a time other than their regular work hours. Employees who are unable to attend the training will be provided opportunities for make-up session. Training that extends beyond the regular work hours will be paid at the employee's regular hourly rate.

FOR THE ASSOCIATION

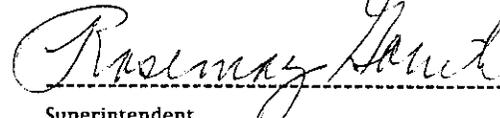


OAPSE President

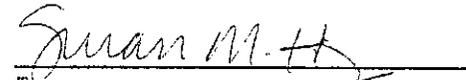


Labor Relations Consultant

FOR THE BOARD OF EDUCATION



Superintendent



Treasurer



President of the Board of Education