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MASTER AGREEMENT

between the

**Wayne County JVS Education Association
(Certified Staff)**

and the

**Wayne County Joint Vocational School District
Board of Education
(Wayne County, Ohio)**

Effective July 1, 2011 – June 30, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECOGNITION	1
2	DUES/FEES DEDUCTIONS	1
	C. ACTE.....	1
3	PROCEDURES FOR CONDUCTING NEGOTIATIONS	2
	A. Negotiating Teams	2
	B. Submission of Issues/Questions	2
	C. Negotiation Procedures	2
	D. Caucus.....	3
	E. Exchange of Information	3
	F. Progress Reports.....	3
	G. Reaching Agreement	3
	H. Impasse Procedures	3
4	RENEGOTIATIONS	5
5	PROTOCOL	5
6	RESPONSIBILITIES AND DUTIES	5
7	MANAGEMENT RIGHTS	6
8	ASSOCIATION RIGHTS	6
9	INDIVIDUAL RIGHTS	6
	Mentor Program	8
10	STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR	8
11	GRIEVANCE PROCEDURE	9
	A. Definitions.....	9
	B. Complaint Procedure	9
	C. Grievance Procedure Steps.....	10
	D. Release from Duty	11
12	SALARY	12
	A. Index.....	12
	B. Year 1 Schedule 2011 - 2014	13
	D. Training Classification	14
	E. Salary Schedule Placement	15
	F. Supplemental Contracts.....	16
	G. Certified Salary Schedule-Hourly: Teacher/Assistants/Tutors.....	18
13	STRS PICK-UP	18
14	COMMITTEES	19
15	TEACHING DAY	19
	B. Student Load/Preps	20

16	EMPLOYEE REQUIRED LICENSE/CERTIFICATE/TRAINING/TESTING EXPENSE REIMBURSEMENT	21
17	UNIFORM ALLOWANCE	22
18	RETIREMENT PAYMENT	22
	E. Severance Pay.....	23
19	TRANSPORTATION.....	23
20	VOLUNTARY PROFESSIONAL GROWTH.....	24
21	INSURANCE	24
	A. Insurance Benefits.....	24
	B. Group Hospitalization Plan	24
	C. Stark County Schools Council of Governments (COG)	24
	D. Life Insurance.....	29
	E. Liability Insurance	29
	F. Wellness/Benefits Committee.....	29
22	LEAVES	30
	A. Miscellaneous	30
	B. Personal Leave Days: Non-Restricted.....	31
	C. Leave without Pay.....	32
	D. Professional Leave.....	32
	E. Association Leave.....	32
	F. Assault Leave	33
	G. Sick Leave	34
	H. Medical Leave	36
	I. Parental Leave	37
	J. Jury Duty/Court Appearance/Compulsory Leave	40
	K. Bereavement Leave	40
	L. Fire & EMS Released Time	40
	M. Workers' Compensation	41
23	EQUAL EMPLOYMENT OPPORTUNITIES AND POSTINGS	41
24	PAYROLL PROCEDURES	42
	B. Deductions from Pay.....	42
25	ASSIGNMENT AND TRANSFER PROCEDURE	42
	C. Assignment	42
	D. Transfer	42
26	VACANCIES AND POSTING.....	43
27	REDUCTION IN FORCE.....	44
28	RECALL OF BARGAINING UNIT MEMBER.....	47
29	COVERING CLASSES.....	49
30	X-OPTION	49

31	ADULT CAREER EDUCATION STAFF	50
	A. Workday	50
	B. Workload	50
	C. Contracts	50
32	EXTENDED TIME	51
33	LABOR-MANAGEMENT COMMITTEE/SCHOOL CALENDAR INPUT	51
34	TUITION REIMBURSEMENT	51
35	NEW STUDENT/PARENT ORIENTATION, OPEN HOUSE AND CHECKOUT DAY	52
	A. Student/Parent Orientation	52
	B. Open House.....	52
	C. Checkout Day.....	52
	D. Cancellation	53
36	SATELLITE PROGRAMS	53
	A. Definitions.....	53
	B. Transfer Rights.....	53
	C. Seniority.....	53
	D. Work Schedule	54
	E. Salary Placement	54
	F. Program Elimination	54
	G. Contract Applicability	54
37	STUDENT TUITION WAIVER.....	54
38	EMPLOYMENT OF RETIRED TEACHERS (PRP - Previously Retired Personnel).....	55
39	IMPLEMENTATION AND AMENDMENTS	56
	A. Agreement Binding Clause	56
	B. Savings Clause	56
	C. Reduction in Salary Clause	56
	D. Duration of Agreement Clause.....	57
	SIGNATURES	58
 <u>APPENDIX</u>		
A	GRIEVANCE PROCEDURE: STEP ONE	59
	GRIEVANCE PROCEDURE: STEP TWO	60
B	FORMAL COMPLAINT PROCEDURE: STEP ONE	61
	FORMAL COMPLAINT PROCEDURE: STEP TWO	62
C	COMMITTEES.....	63
	STATEMENT OF INTENT – PREMIUM HOLIDAY	64
	STATEMENT OF INTENT – IEP/504 PLAN.....	65

ARTICLE 1 - RECOGNITION

- A.** The Wayne County Joint Vocational School District Board of Education, hereinafter "Board," does hereby recognize the Wayne County Joint Vocational School Education Association, Inc., hereinafter "Association," as the exclusive representative of all full-time certified personnel in the appropriate unit as certified by the State of Ohio, State Employment Relations Board, 6/28/1990, Case Number 90-REP-03-0047.
- B.** "Full-time" is defined to mean being scheduled to work at least thirty-five (35) hours per week for 120 days during the course of the school year (July 1 through June 30). Current bargaining unit members are grandfathered into the bargaining unit. ACE staff whose positions are self-supporting and contingent upon tuition, grants, state funding and/or enrollment will be excluded from the bargaining unit.
- C.** Bargaining unit members have the right to join, participate in, and legally assist the Association, and the right to refrain from such; and membership shall not be a prerequisite for employment or the continuation of employment.
- D.** The Board and the Association, through their respective representatives, shall negotiate on wages, benefits, hours, terms, and other conditions of employment and the continuation, modification or deletion of an existing provision of the Collective Bargaining Agreement with the intention of reaching an agreement, or to resolve questions arising under the agreement.

ARTICLE 2 - DUES/FEES DEDUCTIONS

- A.** Any bargaining unit member employed full-time by the Board, who is eligible to be a member of the Association, shall pay the fair share fee directly or have it deducted through a payroll deduction plan set up in the Treasurer's Office. The Association shall present, in writing, to the Board Treasurer the amount to be deducted for dues or fees by September 1 of each year by name or within sixty (60) days of employment, whichever is earliest. Deductions shall be equally made over the remaining pays in the contract year, except for fair share shall be deducted not starting earlier than the first pay in February. The Association shall hold the Board harmless for any matter regarding collection of dues or fair share fee.
- B.** Any questions concerning a bargaining unit member's rights under this Article shall be directed to the Association Treasurer.
- C. ACTE**
 - 1. Any bargaining unit member employed full-time by the Board may elect to pay the dues for ACTE through a payroll deduction plan set up in the Treasurer's Office. Deductions shall be equally made over thirteen (13) pays beginning in January.

2. For any certified staff members new to the District: ACTE dues will be paid in full by the Board during their first year of employment to the District, and costs associated with attending the Ohio ACTE annual meeting will be paid in full by the Board.

ARTICLE 3 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching a mutually satisfactory agreement. All negotiations shall be conducted exclusively between said teams. If an Interest-Based Bargaining (IBB) method is not used, each negotiating team shall be limited to four (4) members, one of whom will be designated the spokesperson for their respective team. Either side may choose to have an Attorney/Consultant at the table and designated as spokesperson. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

B. Submission of Issues/Questions

Issues/Questions proposed for negotiations will be submitted in writing by the Association to the Superintendent or his/her designated representative, and by the Superintendent to the Association President, on or before December 15 of the last year of the Contract. A mutually convenient meeting date shall be set and negotiations shall begin no later than January 15 unless both parties agree to a later date. Prior to beginning the negotiations, the Superintendent, or his/her designated representatives, and the representatives of the Association shall cooperatively develop and adopt an agenda listing those issues that shall be negotiated. Upon adoption of said agenda, no issues shall be added to the agenda for negotiations without the mutual consent of the Superintendent, or his/her designated representatives, and the representatives of the Association.

C. Negotiation Procedures

The Board's team shall meet at mutually agreed upon places and times with the Association's team for the purpose of affecting an exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. The Board will make the facilities of the Wayne County Joint Vocational School District available for negotiation meetings at no cost. However, either party may request that negotiations be conducted at a mutually acceptable neutral meeting site. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other. Following the initial meetings, as described in Section B, above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Refer to Section H for Impasse Procedures. Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.

D. Caucus

Upon request of either party, any negotiations meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended period is mutually agreed upon.

E. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

F. Progress Reports

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

G. Reaching Agreement

1. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. The Association and the Board agree to abide by the terms of the agreement and to take the necessary action to advise their respective members of the terms of the agreement in the manner they see fit.
2. The Board and the Association shall equally share in the cost of printing the Master Agreement in sufficient numbers and in a 4" X 5.5" size for all members of the Association, Administration and the Board, plus twenty-five (25) additional copies for the Board in an 8.5" X 11" format. As new bargaining unit members are hired, the Administration shall provide such persons, upon employment, with a copy of the applicable Master Agreement.

H. Impasse Procedures

1. If, fifty (50) calendar days before the expiration of the existing Agreement, the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.
2. If an impasse exists forty-five (45) calendar days before the expiration of the Agreement, SERB shall appoint a mediator to assist the parties in the bargaining process.
3. If the mediator after assisting the parties advises SERB that the parties have reached an impasse, or not later than thirty-one (31) calendar days prior to the expiration of the agreement, SERB shall appoint within one (1) calendar

day a fact-finding panel of not more than three (3) members who have been selected by the parties in accordance with rules established by SERB, from a list of qualified persons maintained by SERB.

- a. The fact-finding panel shall, in accordance with rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.
 - b. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Agreement, or both.
4. The following guidelines apply to fact-finding:
- a. The fact-finding panel may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the State.
 - b. The fact-finding panel shall conduct the hearing pursuant to the rules established by SERB.
 - c. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
 - d. The fact-finding panel may administer oaths.
 - e. SERB shall prescribe guidelines for the fact-finding panel to follow in making findings. In making its recommendations, the fact-finding panel shall take into consideration those applicable factors listed in Divisions (G)(7) (a) to (f) of Section 4117.14 of the Ohio Revised Code.
 - f. The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with the parties other than with the direct parties to the dispute.
5. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board and the Association and to SERB no later than fourteen (14) calendar days after the appointment of the fact-finding panel, unless the parties mutually agree to an extension. The State shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.
6. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board by a three-fifths (3/5) vote of its total membership, and the Association's membership by a three-fifths (3/5) vote of its total membership, may reject the recommendations. If neither rejects the

recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and an Agreement shall be executed between the parties, including the fact-finding panel's recommendations except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, SERB shall publicize the findings of fact and recommendations of the fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.

7. If the parties are unable to reach agreement within seven (7) calendar days after the publication of findings and recommendations from the fact-finding panel or the Agreement has expired, then the Association shall have the right to strike under Chapter 4117 of the Ohio Revised Code provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board and to SERB; however, SERB, at its discretion, may attempt mediation at any time.

ARTICLE 4 - RENEGOTIATIONS

On request of the Board or the Association, and upon mutual agreement, or following mandating action by the Ohio General Assembly, changes in Federal laws, changes in rules and regulations of the State Department of Education affecting any agreement or part thereof in effect, renegotiations shall occur on any or all of those parts of the agreement effected by such action.

ARTICLE 5 - PROTOCOL

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

ARTICLE 6 - RESPONSIBILITIES AND DUTIES

- A.** Bargaining unit members shall perform all duties described in their contract, in the Resource Manual, in Board Policy, and in their job description; and perform those duties and responsibilities in a professional manner.
- B.** Each bargaining unit member, the Administration and Board shall perform and uphold the duties and responsibilities set forth in the Master Agreement.
- C.** Changes to job descriptions for members of the bargaining unit shall be shared with the Association President and the member to whom the job description applies for review and input prior to adoption by the Board. Input from the member and the Association will be given consideration in changing a job description. After a job description is changed, the revised job description will be given to the member affected and the Association. Notification of Board approved changes to job descriptions will be made using an "all-staff" email alert and posted on the Intranet within 48 hours.

ARTICLE 7 - MANAGEMENT RIGHTS

The Board, through its representatives, has the right: to determine matters of inherent managerial policy, such as programs, standards of service, overall budget, utilization of technology and organizational structure; to direct, supervise, evaluate, and hire employees; to maintain efficiency and effectiveness, and determine methods and personnel for the conduct of operations; to suspend, discipline, demote, or discharge according to the negotiated agreement and/or State statute, or layoff, assign, schedule, promote or retain employees; to determine the adequacy of the work force; to determine the overall mission of the employer; to effectively manage the work force; and to carry out the mission of the Wayne County Joint Vocational School District as determined by the Board. The Board's exercise of its management rights is limited solely by the terms of this Master Agreement.

ARTICLE 8 - ASSOCIATION RIGHTS

- A.** Have the use of school mailboxes/Email without cost to the Association.
- B.** Association announcements may be made at regularly scheduled staff meetings at the conclusion of the administrative agenda or on the public address system after school is dismissed.
- C.** Faculty/Staff shall have exclusive use of the faculty work and break room designated for that purpose by the Administration.
- D.** Have the right to use the bulletin board in the faculty workroom, but not exclusively, for the purpose of posting Association information.
- E.** Typing and duplicating equipment may be used if materials and supplies are provided by the Association and use does not conflict with school operations.
- F.** An area suitable for use as a secure office shall be designated by the Administration for the exclusive use of the Association for the purpose of securing its permanent records. A master key to that area will be maintained in the Treasurer's Office for access as necessary, with the understanding that locked storage furniture (a file cabinet or desk) shall be maintained by the Association. This office is not to be utilized during Board paid time for the conduct of Association activities.

ARTICLE 9 - INDIVIDUAL RIGHTS

- A.** Responsibilities of qualified personnel are understood to mean the professional dispatch of duties and obligations as specified in this Agreement, Board Policy, the District's Resource Manual, and in the job description, and any adoptions thereof. A copy of any item placed in a bargaining unit member's permanent file will be provided to and clearly identified to the member at the time it is so placed.

- B.** A bargaining unit member shall have the right to view all materials within his/her personnel file during business hours by scheduling a time with the Superintendent's Office. The Superintendent or his/ her designee shall be present at any such viewing, if possible. A member may request a copy of any or all items in the file, except those items that a member has waived his/her right to see prior to employment with the Board. The cost of any requested copy shall be the usual and customary charge [currently five cents (\$.05) per page]. The member may have a representative present when viewing the file.
- C.** A checklist of required employment documents will be prepared for each member's file. Prior to any document being placed in a bargaining unit member's file and after the effective date of this Agreement, the document shall be shown to the member. The member will initial and date the document to verify seeing the document. Such initialing and dating will not be construed as agreement with the item, only that item has been seen. The only exceptions to this provision will be annual salary notices, leave request forms, certification/licensure, certificates/licenses, college transcripts, and Workers' Compensation and Unemployment Compensation forms. Upon submitting required employment documents, the documents will be noted on the checklist sheet and initialed and dated by the employee. An employee will not incur costs to replace items required for employment that are misplaced subsequent to the checklist being initialed by the employee.
- D.** Pursuant to the provisions of Chapter 1347 of the Ohio Revised Code, a bargaining unit member has the right to request that a document in his/her file be removed from the file because it is irrelevant, inaccurate or untimely. Such a request will be directed to the Superintendent who will consider the request and advise the member of his/her decision within ninety (90) calendar days of the request.
- E.** A bargaining unit member can, at any time, write a rebuttal or explanation statement for any item contained in his/her personnel file. The rebuttal will be attached to the item being rebutted.
- F.** All documents included in a bargaining unit member's file, after the effective date of this Agreement, shall be dated and identifiable as to source.
- G.** The bargaining unit member's personnel file shall contain all pertinent information regarding the member, including complaints, if any.
- H.** Upon request, a bargaining unit member shall be made aware of any and all files containing information relative to him/her. If any material relating to a member is kept other than in his/her personnel file, such material shall be made available to the member upon request.
- I.** Administrators may have a working evaluation file during the year of an employee's evaluation. This file may contain previous year's evaluations and may be a paper or electronic file. Any electronic files will be downloaded to a secure storage device in intervening years and placed in the employee's personnel file.

- J.** This Agreement recognizes the existence of a Board-adopted evaluation policy and procedure. This procedure shall be the official evaluation procedure and should be reviewed by the Employee Performance Evaluation Committee (EPEC). This policy supersedes the evaluation policy contained in Ohio Revised Code 3319.11 and 3319.111. The EPEC Committee is comprised of an equal number of bargaining unit members and administrators. The Association President and the Lead Mentor are standing members of the Committee. This policy and procedure may only be changed by mutual agreement of the Association Executive Committee and the Board of Education.

Mentor Program

This agreement recognizes the existence of an Entry-Year Program which shall be consistent with Ohio law. All full-time Entry-Year teachers shall be enrolled and will participate in the Entry-Year Program.

ARTICLE 10 - STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR

- A.** In the event of an infraction by a bargaining unit member of the Board's rules as outlined in this document, the Board Policy Book, or Resource Manual, to include unprofessional behavior, it shall be the practice of the Board to apply this Agreement, statutes of the State, and the regulations of the District with equal consideration to each member. Unprofessional behavior includes, but is not limited to, failure to appropriately utilize complaint and grievance procedure for the purpose of resolving a dissatisfaction, disagreement, or alleged violation of the contract, as well as any and all acts of insubordination. Unprofessional behavior is subject to disciplinary action as outlined in this Agreement.
- B.** Disciplinary action shall consist of five (5) progressive steps and shall only be for just cause. It is understood that some acts or the severity of the act may itself warrant a second written warning, suspension, or discharge. In those cases, progressive discipline will not be followed.
- First Step: Written Warning placed in personnel file.
- Second Step: Second Written Warning placed in personnel file.
- Third Step: Suspension of up to three (3) workdays with or without pay.
- Fourth Step: Suspension of up to ten (10) workdays with or without pay.
- Fifth Step: Discharge.
- C.** The disciplinary record at any of the first three (3) steps will be removed from the bargaining unit member's record two (2) years after being imposed, except when there is a reoccurrence of misconduct, the disciplinary record will be retained for two (2) years after the last occurrence. The disciplinary record at the fourth step shall be removed three (3) years after being imposed, except when there is a reoccurrence of misconduct, the disciplinary record will be retained for two (2) years after the last occurrence.

- D. The following provisions apply beginning with the First Step: All bargaining unit members will be given one (1) school day advanced written notice of such meeting. All members shall have the right to representation of his/her choice, if available, at any disciplinary conference with the Administration. If the chosen representative is not available, then the member must select one who is available. The Administration may, likewise, have representation present. All parties shall have the right to have an equal number of representatives present, as a witness, at any conference with the Administration. However, release for representation is limited per Article 11D.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Definitions

1. Complaint: Dissatisfaction or a disagreement involving a circumstance or condition. It may involve a bargaining unit member or members.
2. Complainant: Shall be an individual bargaining unit member acting on his/her own behalf or the Association acting on behalf of a member or members.
3. Grievance: Is an alleged violation of, misinterpretation of, or misapplication of the terms of this Contract.
4. Grievant: Shall be an individual bargaining unit member or the Association acting on behalf of bargaining unit members.
5. Days: Shall mean actual working days for complaint or grievance. Failure to meet the "days" requirement, in any part of this Section, will result in the automatic awarding or withdrawal of the grievance.
6. Rights of Complainant or Grievant: The lodging and resolving of grievances shall be the right of each bargaining unit member acting on his/her own behalf and the Association acting on the behalf of a member or members. However, the resolution of any complaint or grievance shall not be inconsistent with the terms of this Contract.

B. Complaint Procedure

1. Within twenty (20) working days of the time the complainant knew of the alleged dissatisfaction or disagreement, complainant shall make a written request for a meeting with the appropriate supervisor in an attempt to resolve the problem. The written request shall clearly state whether the complainant is an individual bargaining unit member or the Association acting on behalf of a member or members.
2. The complainant shall discuss the complaint with the appropriate immediate supervisor who shall attempt to effect a solution. If the complainant is not satisfied with the solution, the complainant shall discuss the complaint with

the Superintendent, who shall attempt to effect a solution. The decision of the Superintendent is expected to be the completion of the Complaint Procedure.

3. If the complaint is not initiated within twenty (20) working days from the time the complainant learned of the complaint, the complaint and any subsequent right to grievance regarding the alleged dissatisfaction or disagreement are expressly waived by the complainant as an individual and the Association acting on behalf of a member or group of members.
4. At all levels of processing the complaint, all parties are encouraged to act as rapidly as possible. The Complaint Procedure is expected to be completed within twenty (20) working days.
5. This Complaint Procedure is to be used exclusively for complaints defined herein.

C. Grievance Procedure Steps

1. This procedure shall be initiated within thirty (30) working days of the time that the grievant knew or should have known of the event giving rise to the grievance.

a. Step 1

Within five (5) working days of the receipt of the Grievance Report Form (Form A), the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) working days after such meeting and return a copy to the grievant and the Superintendent. No records will be placed in any bargaining unit member's file as a result of Step 1 of the procedure.

b. Step 2

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within ten (10) working days of such disposition, submit Report Form and disposition to the Superintendent who shall, within twenty (20) working days, meet with the grievant. Within twenty (20) working days of this meeting, the Superintendent shall write a disposition of the grievance and forward a copy to the grievant, the Association, and the immediate supervisor.

c. Step 3: Arbitration

- 1) If the grievant(s) is/are not satisfied with the written disposition of the grievance by the Superintendent or if no disposition has been made within twenty (20) working days after the date of filing with the Superintendent, whichever is later, the grievance may be submitted to arbitration.

- 2) The Superintendent or his/her designee and the Association President or his/her designee will meet within five (5) working days to attempt to mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, either party, individually or jointly, shall request a list of seven (7) names of experienced arbitrators from the American Arbitration Association (AAA).
- 3) Upon receipt of this list, the Superintendent or his/her designee and the Association President or his/her designee shall meet within ten (10) working days to select the arbitrator. The arbitrator shall be selected by alternately striking names, with the party who strikes the first name being determined by the flip of a coin. If either party or both of the parties find the list to be unacceptable, another list may be requested from the AAA. Upon the receipt of this final list, the arbitrator shall be selected in the above fashion by the alternate striking of names.
- 4) Upon selection of the arbitrator, a hearing date(s) shall be set pursuant to AAA administrative procedures and the hearing shall be conducted according to the arbitration rules of the AAA.
- 5) The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.
- 6) The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this negotiated agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law.
- 7) The cost of the arbitrator will be paid by the Board if the decision is in favor of the grievant. If the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, which shall be stated by the arbitrator's decision report, then the cost of arbitration will be divided equally between both parties. All other costs shall be borne by the party incurring said costs.

D. Release From Duty

Named grievants or a representative of the class and an Association representative shall be released from regular duties to attend meetings scheduled during work time in connection with the processing of any grievance.

ARTICLE 12 - SALARY

A. Index

YEARS	I/ BACH	II/BA +130SH	III/BA +140SH	IV/BA +150SH	V/ MAST	VI/MA +15GSH	VII/MA +30GSH
0	0.9600	0.9900	1.0250	1.0400	1.0550	1.0870	1.1190
1	1.0000	1.0300	1.0650	1.0800	1.0950	1.1270	1.1590
2	1.0440	1.0810	1.1160	1.1380	1.1520	1.1840	1.2160
3	1.0880	1.1320	1.1760	1.1960	1.2090	1.2410	1.2730
4	1.1320	1.1830	1.2180	1.2540	1.2660	1.2980	1.3300
5	1.1760	1.2340	1.2690	1.3040	1.3230	1.3550	1.3870
6	1.2200	1.2750	1.3100	1.3450	1.3800	1.4120	1.4440
7	1.2640	1.3160	1.3510	1.3860	1.4370	1.4690	1.5010
8	1.3080	1.3570	1.3920	1.4270	1.4940	1.5260	1.5580
9	1.3520	1.3980	1.4330	1.4680	1.5580	1.5830	1.6150
10	1.3960	1.4390	1.4740	1.5090	1.5990	1.6240	1.6560
11	1.4400	1.4800	1.5150	1.5500	1.6400	1.6650	1.6970
12	1.4840	1.5210	1.5560	1.5910	1.6810	1.7060	1.7380
13	1.5280	1.5620	1.5970	1.6320	1.7220	1.7470	1.7790
14	1.5720	1.6030	1.6380	1.6730	1.7630	1.7880	1.8200
15	1.6130	1.6440	1.6790	1.7140	1.8040	1.8290	1.8610
16	1.6540	1.6850	1.7200	1.7550	1.8450	1.8700	1.9020
17	1.6540	1.6850	1.7200	1.7550	1.8450	1.8700	1.9020
18	1.6540	1.6850	1.7200	1.7550	1.8450	1.8700	1.9020
19	1.6950	1.7260	1.7610	1.7960	1.8860	1.9110	1.9430
20	1.6950	1.7260	1.7610	1.7960	1.8860	1.9110	1.9430
21	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
22	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
23	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
24	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
25	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
26	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
27	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
28	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
29	1.8180	1.8490	1.8840	1.9190	2.0090	2.0340	2.0660

B. Salary Schedule - 2011 – 2014

STEPS	I/ BACH	II/BA +130SH	III/BA +140SH	IV/BA +150SH	V/ MAST	VI/MA +15GSH	VII/MA +30GSH
0	\$33,680	\$34,732	\$35,960	\$36,486	\$37,013	\$38,135	\$39,258
1	\$35,083	\$36,135	\$37,363	\$37,890	\$38,416	\$39,539	\$40,661
2	\$36,627	\$37,925	\$39,153	\$39,924	\$40,416	\$41,538	\$42,661
3	\$38,170	\$39,714	\$41,258	\$41,959	\$42,415	\$43,538	\$44,661
4	\$39,714	\$41,503	\$42,731	\$43,994	\$44,415	\$45,538	\$46,660
5	\$41,258	\$43,292	\$44,520	\$45,748	\$46,415	\$47,537	\$48,660
6	\$42,801	\$44,731	\$45,959	\$47,187	\$48,415	\$49,537	\$50,660
7	\$44,345	\$46,169	\$47,397	\$48,625	\$50,414	\$51,537	\$52,660
8	\$45,889	\$47,608	\$48,836	\$50,063	\$52,414	\$53,537	\$54,659
9	\$47,432	\$49,046	\$50,274	\$51,502	\$54,659	\$55,536	\$56,659
10	\$48,976	\$50,484	\$51,712	\$52,940	\$56,098	\$56,975	\$58,097
11	\$50,520	\$51,923	\$53,151	\$54,379	\$57,536	\$58,413	\$59,536
12	\$52,063	\$53,361	\$54,589	\$55,817	\$58,975	\$59,852	\$60,974
13	\$53,607	\$54,800	\$56,028	\$57,255	\$60,413	\$61,290	\$62,413
14	\$55,150	\$56,238	\$57,466	\$58,694	\$61,851	\$62,728	\$63,851
15	\$56,589	\$57,676	\$58,904	\$60,132	\$63,290	\$64,167	\$65,289
16	\$58,027	\$59,115	\$60,343	\$61,571	\$64,728	\$65,605	\$66,728
17	\$58,027	\$59,115	\$60,343	\$61,571	\$64,728	\$65,605	\$66,728
18	\$58,027	\$59,115	\$60,343	\$61,571	\$64,728	\$65,605	\$66,728
19	\$59,466	\$60,553	\$61,781	\$63,009	\$66,167	\$67,044	\$68,166
20	\$59,466	\$60,553	\$61,781	\$63,009	\$66,167	\$67,044	\$68,166
21	\$60,904	\$61,992	\$63,220	\$64,447	\$67,605	\$68,482	\$69,605
22	\$60,904	\$61,992	\$63,220	\$64,447	\$67,605	\$68,482	\$69,605
23	\$60,904	\$61,992	\$63,220	\$64,447	\$67,605	\$68,482	\$69,605
24	\$60,904	\$61,992	\$63,220	\$64,447	\$67,605	\$68,482	\$69,605
25	\$62,342	\$63,430	\$64,658	\$65,886	\$69,043	\$70,166	\$71,289
26	\$62,342	\$63,430	\$64,658	\$65,886	\$69,043	\$70,166	\$71,289
27	\$62,342	\$63,430	\$64,658	\$65,886	\$69,043	\$70,166	\$71,289
28	\$62,342	\$63,430	\$64,658	\$65,886	\$69,043	\$70,166	\$71,289
29	\$63,781	\$64,868	\$66,096	\$67,324	\$70,482	\$71,359	\$72,481

C. The salary schedule reflects a 184-day bargaining unit member's work year. The 20th step of the salary schedule shall be the maximum used to figure extended time.

D. Training Classification

1. Class I (Bachelors Degree or Equivalent)

A bargaining unit member who possesses a Bachelors Degree shall be placed in Class I. Members without a Bachelors Degree or equivalent, who are eligible for their initial Ohio Career Technical License in their assigned area, shall be placed in Class I.

2. Class II (Bachelors Degree With 130 Semester Hours)

A bargaining unit member who possesses a Bachelors Degree with 130 semester hours of credit shall be placed in Class II. Members without a Bachelors Degree, who have an Ohio Professional Career Technical License in their assigned area, shall be placed in Class II.

3. Class III (Bachelors Degree With 140 Semester Hours)

A bargaining unit member who possesses a Bachelors Degree with 140 semester hours of credit shall be placed in Class III. Members without a Bachelors Degree, who have an Ohio Professional Career Technical License in their assigned area with 40 semester hours of college and/or university credit, shall be placed in Class III.

4. Class IV (Bachelors Degree With 150 Semester Hours)

A bargaining unit member who possesses a Bachelors Degree with 150 semester hours of credit shall be placed in Class IV. Members without a bachelors Degree, who have at least an Ohio Professional Career Technical License in their assigned area with 60 semester hours of college and/or university credit, shall be placed in Class IV.

5. Class V (Masters Degree)

A bargaining unit member who possesses a Masters Degree shall be placed in Class V. Career Technical bargaining unit members whose work experience qualifies them to teach in their assigned area, who have an Ohio Professional Career Technical Certificate/License and having obtained a Bachelors Degree after initial hire in a related field of study as determined only by the Superintendent, shall be placed in Class V.

6. Class VI (Masters Degree + Fifteen (15) Graduate Semester Hours)

A bargaining unit member with a Masters Degree plus fifteen (15) graduate semester hours shall be placed in Class VI. Members having a Masters + ten (10) graduate semester hours prior to July 1, 2005 shall continue in Class VI.

7. Class VII (Masters Degree + Thirty (30) Graduate Semester Hours)

A bargaining unit member with a Masters Degree plus thirty (30) graduate semester hours shall be placed in Class VII.

E. Salary Schedule Placement

The Superintendent shall evaluate all previous training experiences prior to making a recommendation for placement on the salary schedule. However, a maximum to ten (10) years of experience in public schools (or equivalent), or five (5) years of military service, or a ten (10) year combination of the two (2), shall be transferable.

1. A year for year recognition shall be allowed on the salary schedule for full-time teaching in other school systems; a year of experience must consist of at least 120 days under a teacher's contract. All years of active military service in the armed forces of the United States, as defined in Ohio Revised Code 3307.02, to a maximum of five (5) years, shall be given on the salary schedule. Active military service of eight continuous months or more in the armed forces shall be counted as a full year. Maximum allowable experience recognized regardless of the nature of experience will be ten (10) years.
2. Bargaining unit members coming to Wayne County Joint Vocational School District directly from business and industry will be allowed credit for full-time work experience and military service under the following regulations:
 - a. Five (5) years of apprenticeship, journeyman, or equivalent training in the CTE area to be taught, approved by the State Department of Education, shall qualify the applicant for employment at the Bachelors Degree level.
 - b. In determining the years of experience for a bargaining unit member in a Career Technical area, each year of work experience above the apprenticeship level shall be accepted in lieu of teaching experience, except that the initial five (5) years that were accepted as teaching experience. All work experience must have been directly related to the specific CTE field in which the person is to teach. If the total time in years involves a fraction of eight (8) calendar months or more, such fraction shall be credited as a year of experience. No non-educational work experience will be used to move down on the salary schedule that was required to be certified in a specific CTE area.
 - c. All years of active military service in the Armed Forces of the United States as defined in Ohio Revised Code 3307.02, to a maximum of five (5) years, shall be given on the salary schedule. Active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.
 - d. Maximum allowable experience recognized regardless of the nature of the experience will be ten (10) years above the years of experience needed to qualify for employment.
 - e. All work experience, college credit, or other training needed to meet the minimum requirements for initial employment and/or certification may not be used to advance on the salary schedule.

Note: Career Technical bargaining unit members who needed a Bachelors Degree or certain amount of work experience, or a combination of the two (2), to receive their initial teaching certificate/license, cannot use that experience and/or degree to move on the salary schedule.

3. Seniority (experience) shall be lost when an employee retires or resigns.

F. Supplemental Contracts

1. An annual notification of supplemental openings listing the criteria, if any, for each position will be posted for application.
2. If multiple candidates apply for a position, the candidates may request and will be granted an interview for the position.
3. When the Board decides to fill the following supplemental positions, the compensation shall be determined based upon the dollar amounts listed or by applying the listed percentages to the Class 1, Step 1 Base, as appropriate:

Supplemental A

Banquets*	\$100.00/Event
Breakfast Banquets*	\$50.00/Event
CTSO Competition Chaperone with supervisor approval & full participation in the event for unscheduled hours. CTSO district advisors are not eligible.	\$50/Regional \$75/State \$200/National
Parking Lot	\$12.00/Hour
Supplement for Extra Prep	\$500.00 full year/\$250.00 half year
Teacher Assistant/Lab Tutor	[See hourly schedule]
Weekday/Saturday School Monitor	\$12.00/Hour

* For work performed outside the school day.

Supplemental B

BPA Advisor**	1.5%
CTE Teachers with more than 25 Students in a level. Career Technical Instructors that request more than 25 students to be scheduled in their lab will be eligible for a 0.75% per student supplemental for each student over 25 based on the October count week, with supervisor approval.	0.75% per student above 25 students

Cafeteria Manager	6.0%
Curriculum Development	2.5%
Diversity	1.0%
Dual Enrollment Teacher Incentive	1.5%
EPEC Members	\$25.00/Review
FCCLA Advisor**	2.0%
FEA Advisor**	0.5%
FFA Advisor**	2.5%
HSTW Committee Chairpersons [paid from HSTW funds]	2.0%/Committee
HSTW Leader Assistant	2.0%

Instructional Minutes beyond 244 Minutes:

X-Option = 12.0% + 0.75% per Student beginning at 20 Students; \$ CAP at 32 Students

Academics = 12.0% + limit of 3 Preps 1/7th of individual Salary for 0 or 8-period Class (without flex schedule)

KEY Club	2.5%
LPDC Chairperson	1.5%
Master Teacher Reviewer	\$40.00/Review
Mentor	3.0% each
National Honor Society Advisor	2.5%
Prom Advisor	2.5%
SAVE/SADD	0.5%
SkillsUSA Assistant**	3.0%
SkillsUSA Advisor** [During Regional Competition held at WCSCC, an additional 2.0% will be paid.]	5.0%
STAR	1.0%
Student Leadership Council Advisor	5.0%
Tech Prep Coordinator	2.0%
Web Page Manager	2.5%
Wellness Chairperson [paid from Wellness Rotary Account]	1.5%
Yearbook Advisor	2.5%

** District Advisor

Supplemental C

Dean of Students (only available for Dean of Students position, 30 minutes before & 30 minutes after student day)	8.0%
Department Chairpersons	4.0% + 1 Period or 6.0% if No Period
HSTW Leader [paid from HSTW Funds]	4.0% + 1 Period or 6.0% if No Period
Lead Mentor	4.0% + 1 Period or 6.0% if No Period

1. Qualified bargaining unit members will be given first priority when supplemental positions are to be filled.
2. Part-time positions will be open first to current bargaining unit members as supplementals.
3. In the event the Board decides to create an additional supplemental contract position, the compensation for that position will be determined by the Superintendent and the Association President.

G. Certified Salary Schedule - Hourly [This schedule is not additional pay for assigned duties; see Article 14 - Teaching Day.]

Teacher Assistants/Tutors

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>
0	18.60	20.36
1	19.42	21.42
2	20.23	22.48
3	21.05	23.54
4	21.87	24.60
5	22.69	25.66
6		26.72
7		27.78
8		28.97

70% of the hourly rate (salary/180/7) of step 1 for initial year for each classification (Class I & Class V)

ARTICLE 13 - STRS PICK-UP

The bargaining unit member's share of retirement will be sheltered by the Board.

- A.** The amount to be picked-up and paid on behalf of each bargaining unit member shall be that percentage required by law of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

- B.** The Board will pick-up and pay one percent (1.0%) of each bargaining unit member's total annual compensation directly to the State Teachers Retirement System in contract year 2005-2006. In contract year 2007-2008, the Board will pick-up an additional one-half percent (0.5%).

ARTICLE 14 - COMMITTEES **

The Classified Staff Committee, Employee Performance Evaluation Committee (EPEC), Faculty Advisory Committee (FAC), Local Professional Development Committee (LPDC), and Wellness/Benefits Committees will use the following guidelines:

- A.** Bargaining Unit Membership on committees will be appointed by the Association President or designee and Administrative Membership on Committees will be appointed by the Superintendent or designee.
- B.** Committees will make recommendations to the Administration.
- C.** Committees will determine their internal governance consistent with any contractual requirements.
- D.** Committee recommendations should not conflict with any of the provisions of the negotiated agreement.

Committees shall prepare a meeting summary.

1. The written meeting summary is to be done by a member of the committee. This may be done as a rotating assignment.
2. The meeting summary should include a list of attendees, whether recommendations were made, information provided or issues were discussed without resolution.
3. Prior to dissemination, all meeting summaries shall be approved by the committee.
4. The meeting summary template and meeting summaries will be posted on the WCSCC Intranet.

**See Appendix "C"

ARTICLE 15 - TEACHING DAY

- A.** The teaching day shall be set at seven (7) hours [8:00 AM to 3:00 PM] minus a 30-minute duty free lunch.
 1. In addition to the normal teaching day, staff will be required to attend meetings and events each school year arranged by the Administration that do not exceed a combined total of nine (9) hours for the year. The meeting dates and the event dates will be established for the year by September 1. Monthly

meetings will not exceed one hour in duration. There may be up to two events each school year approved jointly by the Association and Administration through the Labor Management Committee. Required attendance cannot exceed two hours per event.

2. The Administration will have ninety (90) minutes per school year in which to hold emergency/urgent meetings for staff for the purpose of sharing information critical to staff.
 - a. The emergency meetings called under A2 of this Article shall not be subject to disciplinary action when a staff member gives prior notice to the Administrator that they are unable to attend the called meeting.
 - b. Rather than call a meeting under A2, the Administration, when possible, will use E-mail, handouts, and other forms of communication to share information with staff.
 - c. Emergency meetings called under A2 shall not exceed thirty (30) minutes.
 - d. A minimum of three (3) common planning times for teachers will be provided during the school year.
3. Staff assigned to programs provided for students in associated districts will follow the schedule of the assigned district. Hours for some faculty must necessarily be worked to accommodate their program needs rather than the 8:00 AM to 3:00 PM shown above. All high school classroom teachers shall be provided a minimum of forty-eight (48) minutes of planning time per day or two hundred forty (240) minutes per week. "Planning time" shall be defined to mean time spent in the act of professional preparation to conduct instructional activities. Bargaining unit members may be assigned by the Administration to assist with school-wide promotional activities such as, but not limited to, 8th Grade Tours. High school classroom teachers may be assigned additional school duties so long as a 30-minute duty free and unrestricted lunch and at least one (1) 48-minute prep period are provided. A survey will be distributed annually for staff to indicate their preferences for duties. Reasonable attempts will be made by the Administration to equitably distribute duties and, if feasible, duties will be rotated. Sample duties may include: study hall, lunch room, Student Assistance Center tutoring, in-school extra help tutoring. The Association President will be given notice whenever there is a change in the duty list or responsibility assigned.

B. Student Load/Preps

1. High school class size shall be limited to thirty (30) students per class when classroom space is environmentally conducive to thirty (30) students. Class size for Career Technical Education (CTE) instructors may be limited to twenty-five (25) students per class. Career Technical Instructors may request more than 25 students in their class per Article 12.H.

2. No High School Academic teacher shall have a student load that exceeds one hundred fifty (150) students in five (5) instructional periods.
 3. No High School English teacher shall have a student load that exceeds one hundred twenty-five (125) students in five (5) instructional periods.
 4. If a Life Skills teacher has a Life Skills instructional period with more than fifteen (15) students, assistance will be provided.
 5. When a Life Skills class has multiple students requiring significant one-on-one time and no "follow along" aid is provided, the teacher may request consideration for an instructional assistant.
 6. Academic and CTE instructors will be assigned no more than two hundred forty-four (244) minutes of instruction per day unless supplemental is received as outlined in the supplemental schedule.
 7. All Academic and CTE instructors shall be responsible for no more than three (3) preps per day.
- C.** The number of contract days for high school staff new to the District shall be one hundred eighty-five (185) in their first year of employment.

**ARTICLE 16 - EMPLOYEE REQUIRED
LICENSE/CERTIFICATE/TRAINING/TESTING EXPENSE REIMBURSEMENT**

- A.** The Board will establish an employee reimbursement account of four thousand dollars (\$4,000) per contract year for the purpose of reimbursing employee required license/certificate, training/testing, and vendor/site required testing/clearance. This amount will be used by both Classified and Certified bargaining unit members.
- B.** Employees will be reimbursed for employee required license/certificate, training/testing, and vendor/site required testing/clearance (i.e. PN TB test, ASE, CDL, AWS, etc.) as approved by their supervisor.
- C.** Reimbursement expenses under this Article may be preapproved for payment by the supervisor prior to the required testing.
- D.** Receipts will be submitted to the Treasurer's Office for reimbursement.
- E.** Any unused portion of the employee reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.
- F.** CDL and physicals for CDL will be funded from the Board Transportation account and will be reimbursed after request and verification by supervisor.

1. Physicals required to obtain a CDL or Van Certification will be reimbursed up to two hundred fifty dollars (\$250.00) when provided by a physician selected by the Board.
 2. If the employee chooses to leave the District prior to the end of any school year in which a CDL expense reimbursement has been provided, the amount of the reimbursement will be returned to the District by deduction on the employee's final pay.
- G.** Any unused portion of the employee reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.

ARTICLE 17 - UNIFORM ALLOWANCE

- A.** The Labor Management Committee shall annually review those areas where uniforms are needed for safety, to protect clothing or to perform the member's job requirements and recommend to the Board, by consensus, those positions and uniforms that should be provided and the allocation of the uniforms.
- B.** The Board will contract with a uniform service to provide uniforms and for cleaning and repairing the uniforms.
- C.** Employees to whom uniforms are provided are required to wear them in the performance of their lab duties.
- D.** Bargaining unit members will purchase their shoes and prescription glasses.

ARTICLE 18 - RETIREMENT PAYMENT

- A.** To be eligible for the retirement payment under Section E, below, the bargaining unit member must qualify for retirement income under any State retirement system and by declaring, in good faith and in writing, his/her intention to permanently withdraw from active service covered by any of Ohio's retirement systems.
- B.** The retiring bargaining unit member must notify the Treasurer's Office, in writing, to accept the retirement payment.
- C.** Any such payment will be made subsequent to the receipt of the first payment made to eligible bargaining unit members by the appropriate retirement system as verified by the Treasurer's Office.
- D.** Upon being notified that a bargaining unit member is eligible for disability retirement, that member will retire on the date of the official notice from STRS and elect to take the retirement payment under Section E or F, below.

E. Severance Pay

The Association and the Board have agreed to the following severance pay policy:

1. "Retirement" shall be defined to mean actual retirement and eligibility for retirement benefits under the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS).
2. Accumulated Sick Leave may be used as severance pay not to exceed the days and the percentages listed below:

<u>Year</u>	<u>Maximum % for Severance</u>	<u>Maximum Days of Severance</u>
2011 - 2014	25	71.25

3. Dispersal

The retired teacher shall have the option of receiving his/her severance as follows:

- a. The entire amount immediately after the official date of retirement.
 - b. Set up a payment dispersal with the Treasurer of equal yearly payments of up to five (5) years. This option is subject to IRS approval and/or future rulings.
 - c. In the event of the death of an employee of the Wayne County Joint Vocational School District, the Board will pay an amount equal to the employee's severance at the time of his/her death. This payment will be made to the surviving spouse, if any, or in the absence of a surviving spouse, to the deceased employee's estate.
4. Any such payment immediately eliminates all sick leave credit accrued.

ARTICLE 19 - TRANSPORTATION

- A.** A bargaining unit member who is required to drive his/her personal vehicle for authorized school business shall be reimbursed at the IRS rate in effect on July 1 of each year.
- B.** Personnel whose official duties require travel other than from their place of residence to and from their place of employment will be subject to the following:

Transportation within the School District and area of Ohio:

1. A monthly travel expense statement, on approved forms, shall be submitted on the first of the month for the preceding month.

2. Monthly mileage requests are required on the first workday of the month following the month in which the travel took place.
3. Every effort must be made to conserve mileage through proper planning and sharing transportation.
4. Parking expenses shall be paid based on attached receipt with expense request.

ARTICLE 20 - VOLUNTARY PROFESSIONAL GROWTH

Effective July 1, 1999, any and all existing VPG Increments will remain intact as approved.

ARTICLE 21 - INSURANCE

A. Insurance Benefits

Insurance benefits are available only to bargaining unit members scheduled to work at least thirty-five (35) hours per week for 120 days during the course of the school year (July 1 through June 30). Current bargaining unit members receiving benefits are considered grandfathered. No members currently eligible for insurance benefits shall be excluded due to this provision.

B. Group Hospitalization Plan

1. The Board will pay eighty-seven percent (87%) of the premium and the bargaining unit member will pay thirteen percent (13%) of the premium for each month of the contract for the PPO Plan. A Section 125 Plan will be offered at no cost to bargaining unit members to shelter their portion of the premium payment subject to applicable tax laws.

C. Stark County Schools Council of Governments (COG)

1. The Board of Education may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 1, 2003.

2. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a Health Maintenance Organization (HMO) established pursuant to Chapter 1742 of the Ohio Revised Code.
3. Preferred Provider – Doctors/Hospitals
 - a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Schools Council of Governments (COG) Health Insurance Program.
 - b. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
 - c. The selection of the PPO(s), the types of benefits/ programs, or any changes therein, shall be mutually determined by the representative of the COG and the Canton OEA Office.
 - d. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph C3c, above.

4. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Schools Council of Governments, a preferred provider prescription drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- b. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct-billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the Stark County Office and the Canton OEA Office.
- e. The duration of this provision shall be from July 1, 1995, and thereafter as agreed to by the representatives of the Stark County Schools Council of Governments and a consultant representative of the Canton OEA Office.

- f. Mail Order Prescription -- Upon agreement of the OEA consultant representative of the Canton OEA Office and the COG representative, an optional Mail Order Prescription Program will be implemented.

5. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his/her designee and the appropriate OEA consultant representative to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA consultant representative.

6. Early Retirement Incentive (ERI)

Health insurance benefits shall be provided to employees who participate in an ERI program for the period between the effective ERI date and the retirement insurance eligibility date with STRS, providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

7. Plan Description (summary only)

a. Dental Insurance

- 1) Maximum benefits/covered person:

Class I, II or III	\$2,500/person per year
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- 2) Deductible – Individual \$25.00/year

Deductible – Family	\$75.00/year
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- 3) Co-insurance Amounts

a) Class I - Prevention	100% of Usual & Customary (no deductible)
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b) Class II – Basic	80% of Usual & Customary
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c) Class III – Major	80% of Usual & Customary
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d) Class IV–Orthodontia	60% of Usual & Customary
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Lifetime Maximum - Orthodontia	\$1,200/per individual
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b. Health Insurance

- 1) Maximum Benefits Unlimited
- 2) Deductible - Individual \$100.00
Deductible - Family \$200.00
- 3) Accumulation Period Calendar Year
- 4) Co-Insurance Provision 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500.00 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
- 5) Out-Patient Psychiatric/
Substance Abuse 80% UCR up to 15 visits [30 visits if in-network PPPO) per person/year
- 6) In-Patient Psychiatric/
Substance Abuse 31 days per person per year
- 7) Preventative – Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).
- 8) Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.
- 9) Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor’s recommendation for non-emergency hospitalization is reviewed and “pre-certified” before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200.00) of room and board charges. The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

c. Vision Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

1) Specifications

- a) Eye Examinations – One (1) regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician, or optometrist is provided for each person covered under the program. The maximum payment is forty dollars (\$40.00) per exam.
- b) Lenses – One (1) pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one (1) or two (2) lenses or contact lenses, but not more than:

	Per Lens	Per Pair
Single Vision	\$ 20.00	\$ 40.00
Bifocals	\$ 30.00	\$ 60.00
Trifocals	\$ 40.00	\$ 80.00
Lenticular	\$100.00	\$200.00
Contact Lenses (cosmetic)	\$ 35.00	\$ 70.00
Contact Lenses (medically necessary)	\$200.00	\$400.00

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

- c) The Plan will pay the actual charge for the services and supplies up to the maximum. The difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.
- d) The allowance for medically necessary contact lenses will be paid only if:
- 1) The lenses are necessary following cataract surgery;
 - 2) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lens;
 - 3) The lenses are necessary for the treatment of anisometropia or keratoconus.
- e) Frames - One (1) set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination.

Frame Allowance: Thirty dollars (\$30.00). When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

2) Limitations and Exclusions:

- a) Services for which vision care coverage does not provide benefits include:
 - 1) Sunglasses, whether or not requiring a prescription.
 - 2) Drugs or medications
 - 3) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws, or similar legislation.
 - 4) Services and supplies rendered or furnished as a result of loss, theft, or breakage of lenses; contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - 5) Orthoptics or vision training
 - 6) Aniseikonic lenses
 - 7) Coated lenses
- b) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
- c) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame towards the cost of the contact lenses.

D. Life Insurance

Term Life Package: Thirty thousand dollars (\$30,000) per bargaining unit member.

E. Liability Insurance

100% Board paid

F. Wellness/Benefits Committee

- 1. The Wellness/Benefits Committee will consist of equal membership from the Board (appointed by the Superintendent) and the Association (appointed by the Association President). Membership to this Committee is limited by the availability of Board representatives.
- 2. The Wellness/Benefits Committee will be formed to monitor wellness and benefits of the District.

3. The Committee may investigate/explore various wellness and benefit opportunities such as, but not limited to, fitness programs, wellness incentive programs, types of insurance, etc
4. The Committee will make recommendations to the Board. No changes in wellness or benefits may be made without the approval of the Wellness/Benefits Committee. Any changes are subject to the negotiations process.

ARTICLE 22 - LEAVES

A. Miscellaneous

1. The provisions hereinafter set out pertaining to leaves shall be subject to and interpreted in conjunction with the Family and Medical Leave Act of 1993 (P.L. 103-3).
2. Bargaining unit members using less than a full day of leave will have the time missed recorded in one-eighth day (1/8) or one-quarter day (1/4), one-half day (1/2) or full day increments.
3.
 - a. Attendance by bargaining unit members is critical to supporting the Board adopted philosophy and achieving the Board adopted objectives of the Wayne County Joint Vocational School District.
 - b. Any bargaining unit member not using any Sick Leave during any school year covered by the Contract will receive a two hundred fifty dollar (\$250.00) incentive bonus, subject to all appropriate deductions. It will be the responsibility of the member to present verification of the nonuse of Sick Leave, signed by his/her immediate supervisor, to the Treasurer's Office on Checkout Day or the final scheduled workday of their regular contract. Members on unpaid leave of absence are not eligible for this provision.
4.
 - a. Any unused Personal Leave at the end of any school year will be converted to Sick Leave at the rate of one (1) day of Personal Leave equals one (1) day of Sick Leave.
 - b. Any bargaining unit member not using any Personal Leave during any school year covered by the Contract will receive a one hundred dollar (\$100.00) incentive bonus, subject to all appropriate deductions. It will be the responsibility of the bargaining unit member to present verification of nonuse of Personal Leave, signed by his/her immediate supervisor, to the Treasurer's Office on Checkout Day or the final scheduled workday of their regular contract. Members on unpaid leave of absence are not eligible for this provision.

B. Personal Leave Days: Non-Restricted

1. Right To Leave

Each bargaining unit member shall, upon appropriate notice to the Superintendent's Office, be granted without loss of pay, a maximum of three (3) days of non-accumulative Personal Leave per school year. All Personal Leave days are nonrestrictive.

2. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by the bargaining unit member completing and submitting electronically using the absence reporting system at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice of the intent to use Personal Leave shall be made to the immediate supervisor as soon as possible. The supervisor shall forward the notice to the Superintendent.

3. Restrictions

- a. No more than six percent (6%) of the members of the certified bargaining unit may use Personal Leave on any given day on a first-come/first-served basis. An exception to the six percent (6%) would be if a bargaining unit member is subpoenaed to appear in Court as a witness in the line of public duty. No Personal Leave may be requested prior to the start of the member's contract year for which it is being requested. No Personal Leave may be requested until the member begins work on his/her new contract year.
- b. Personal Leave will not be granted on Parent/Teacher Conference Days, nor will it be granted on the October In-service Day.
- c. Personal Leave requested and granted during extended time will need to be made up at a later date.
- d. All Personal Leave requests will be delivered to the office of the Superintendent to be dated and time stamped prior to delivery to the appropriate supervisor if the electronic absence reporting system is not functioning.
- e. Bargaining unit members who retire or resign prior to completing at least one hundred twenty (120) workdays will not be entitled to take all three (3) Personal Leave days.
- f. Resigning prior to sixty (60) workdays equals zero (0) Personal Leave days.
- g. Resigning after sixty (60) workdays but less than eighty (80) workdays equals one (1) Personal Leave day.

- h. Resigning after eighty (80) workdays but less than one hundred twenty (120) workdays equals two (2) Personal Leave days.

C. Leave Without Pay

A bargaining unit member may apply for leave without pay. Notice of the request to use leave without pay shall be provided by the member completing and delivering to his/her immediate supervisor a leave request form at least five (5) days in advance of the anticipated absence. Granting of such leave is not automatic and shall be made at the discretion of the Superintendent, which will not be unreasonably withheld. Leave without pay shall be granted in one-eighth day (1/8) or one-quarter day (1/4), one-half day (1/2) or full day increments. Leave without pay shall not be granted for more than five (5) days in any given school year.

D. Professional Leave

1. Eligibility For Leave

A bargaining unit member requesting Professional Leave for attendance at a professional conference shall apply for said leave by submitting electronically using the absence reporting system. The supervisor, recommending said leave, shall present said request to the Superintendent for approval.

2. Rights While On Leave

A bargaining unit member approved for a professional conference shall receive full salary while in attendance at said conference. In addition, an estimate of cost of reimbursement will be submitted with the request.

3. Restrictions

If requested by the Administration, a bargaining unit member will file a written and/or oral report to his/her immediate supervisor on professional meetings for which salary and/or expenses are allowed.

E. Association Leave

1. Right To Leave

Association members shall be granted an accumulative total of up to four (4) days of leave per work year, to be divided among members of the Association, as determined by the Association, to attend any affiliated meetings, conferences, or conventions. This leave shall be granted in increments of not less than one-eighth (1/8) day. This leave is without loss of pay. Expenses incurred by the members are to be paid by Association. In addition, the Association's negotiations team (certified and classified combined) will be permitted a total of forty (40) hours of leave for each team member with pay to attend negotiations sessions with the Board. Negotiation sessions beyond the forty (40) hours per team member will be conducted outside the normal teaching day.

2. Notice of Intent To Use Leave

The Association President shall notify the Superintendent of the use of such leave in writing for the designated Association member(s). Except in cases of emergency, such notice shall be provided at least five (5) days in advance of the intended absence.

3. Expenses Incurred While On Leave

The Association shall be responsible for making arrangements with its members for expenses incurred by them in the use of such leave. The Board will be responsible for the cost of the substitute whenever at least twenty-four (24) hour notice is given. If twenty-four (24) hour notice is not given, the cost of the substitute will be paid by the Association.

F. Assault Leave

1. Right To Leave

A bargaining unit member who must be absent due to a disability resulting from a physical assault which occurs as a result of Board employment will be eligible for Assault Leave.

2. Eligibility For Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the member claiming more than five (5) days of Assault Leave to submit to a medical examination by a Board-approved physician. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

3. Legal Actions Resulting From Assault

If legal action results, said bargaining unit member shall be granted leave, with no loss of pay, for all necessary absence connected with said legal action.

4. Restrictions

A maximum of thirty (30) Assault Leave days will be allowed per assault. Falsification of either the signed statement or the physician's certification is grounds for, under Ohio Revised Code 3319.143, and may subject the bargaining unit member to, suspension and/or termination of employment under Ohio Revised Code 3319.16 and related sections.

5. Rights While On Leave

A bargaining unit member on Assault Leave shall receive his/her full salary less the amount received by that member, if any, for Workers' Compensation which covers loss of pay sustained for the injury. However, the member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.

6. Termination of Leave Benefits

Assault Leave benefits shall cease after thirty (30) paid days per assault or upon resignation or mandatory retirement as provided for in Ohio Revised Code 3307.37 or related sections.

G. Sick Leave

1. The Sick Leave Law should be regarded as a form of insurance and not as a form of compensation. Sick Leave regulations for all certificated/licensed personnel follow State law. Sick Leave is not available for use by bargaining unit members to provide child care or companionship for a pre-school or school-age child or any family member who is not in a condition of ill health.

2. An accurate record of Sick Leave shall be on file in the Treasurer's Office of the school.

3. Accumulation

a. All bargaining unit members of the Board shall accrue Sick Leave at the rate of one and one-fourth (1-1/4) days per month. A maximum of fifteen (15) days will be allowed per year. The total number of accumulated Sick Leave days for this contract period is two hundred eighty-five (285).

b. Sick Leave credit to which a public school teacher is entitled will also accumulate during the paid period of time that the teacher is absent from duty because of illness.

c. Sick Leave may be transferred from one (1) Ohio board of education to another, or one (1) state agency to another, provided that reemployment takes place within ten (10) years of the last termination of public service.

d. The Superintendent may require satisfactory medical evidence that the bargaining unit member is either able or unable to resume his/her duties as an employee of the District.

e. Each new bargaining unit member is immediately advanced five (5) days of Sick Leave.

4. Use of Sick Leave

- a. Sick Leave benefits shall be used only for absence resulting from personal illness, injury, exposure to a contagious disease, death or illness in the immediate family, and pregnancy. All such absences shall be charged against the Sick Leave of the bargaining unit member.
- b. A bargaining unit member may use Sick Leave, upon approval of the Superintendent, in case of the death of relatives other than immediate family. The other relatives shall include: sibling, parent-in-law, grandparent, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, uncle, aunt, first cousin, niece, and nephew. Additionally, sick leave may be used if additional days are necessary for bereavement in the immediate family that exceed those provided under Article 22, Section K.
- c. Pregnancy, childbirth, and related medical conditions will not be treated any differently from other equally disabling physical conditions or illness for the purpose of granting Sick Leave.
- d. Bargaining unit members using Sick Leave will have the time absent recorded in one-eighth day (1/8) or one-quarter day (1/4), one-half day (1/2) or full day increments based upon their workday.
- e. When missed time does not require a substitute, bargaining unit members will be allowed to make up time in lieu of using Sick Leave. Certified staff must make up the time within five (5) working days or on a nonscheduled day as agreed to by the supervisor and the employee.
- f. When the bargaining unit member will need a substitute for one (1) period or less, the member, with supervisor approval, may ask another bargaining unit member to cover his/her class. The staff member covering the class will not receive compensation for this coverage.

5. Immediate Family Defined

For the purpose of clarification, "immediate family" shall be defined as: father, mother, brother, sister, spouse, child, parents-in-law, grandparents, grandparents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, or any other family member who has stood in the same family relationship of the bargaining unit member as any of these such as in the case of legal guardianship.

6. Salary Adjustments

- a. At the point where a bargaining unit member has exhausted his/her accumulated Sick Leave, the Treasurer would continue his/her regular salary payments until total earnings have been paid.

- b. A bargaining unit member who has exhausted his/her accumulated Sick Leave days but has returned to work would have an amount equal to his/her daily rate deducted from his/her payroll check, if additional Sick Leave days are taken during any two (2) week period in which accumulated sick days were not earned to cover the Sick Leave.

7. Payment of Health Care Package

The Board will continue its share of payment for the Health Care Package to provide one (1) complete month of coverage following the month earnings are exhausted. The bargaining unit member may continue these plans through the group, at his/her expense, during a Medical Leave.

8. Sick Leave Verification

All bargaining unit members must submit the absence electronically using the absence reporting system. If the member was attended by a physician, the Board may require the physician's name, address, and dates attended.

9. Donation of Sick Leave

- a. If a bargaining unit member is absent due to a major illness or injury and the member has exhausted all of his/her accumulated Sick Leave, the member may receive up to five (5) days of accumulated Sick Leave from any Certified or Classified bargaining unit member who wishes to donate these days. Members receiving donated days will be paid at their per diem rate of pay.
- b. If a bargaining unit member absent due to an illness or accident, or absent and using Sick Leave in accordance with Article 21, and the member has exhausted all of his/her accumulated Sick Leave, the member may receive up to five (5) days of accumulated Sick Leave from any certified bargaining unit member who wishes to donate these days. Members receiving donated days will be paid at their per diem rate of pay.
- c. A committee of three (3) Board representatives designated by the Superintendent and three (3) Association representatives designated by the Association President will be established to set up a procedure for the operation of this donation. Any such procedure shall limit the total use of donated Sick Leave by any one (1) member to thirty (30) days, and shall provide that once any days are donated from one member to another on the records of the Treasurer, they are not recoverable.

H. Medical Leave

1. Right To Leave

When Sick Leave is exhausted, a bargaining unit member shall, upon request, be granted Medical Leave without pay. If leave begins prior to January 1, such

leave shall have a maximum duration of the balance of the school year. If leave begins January 1 or after, such leave shall have a maximum duration of the balance of the school year and the subsequent school year.

2. Extension of Leave

- a. A bargaining unit member desiring to extend a leave into the subsequent school year shall, by April 1, submit a written request plus doctor's recommendation to the Superintendent. Extensions to the time limitations stated above may be made at the discretion of the Board.
- b. The Board reserves the right to require an independent medical opinion on request. Expenses of the Board approved medical opinion and mileage shall be paid for by the Board.

3. Restrictions

Sick days shall not accrue during a Medical Leave.

4. Right To Return From Leave

If a bargaining unit member on Medical Leave gives the Superintendent proper notification by April 1 of his/her desire to return to active employment, he/she shall be assigned, not later than the beginning of the first semester, to the same certification area he/she held at the time the leave commenced.

5. Retirement Payments to STRS and SERS

During the period of the leave, the bargaining unit member may contribute or purchase service to the State Teachers Retirement System (STRS) and/or School Employees Retirement System (SERS) as provided by Ohio Revised Code Sections 3307.512 and 3309.27.

6. Payment of Health Care Package

The Board will continue its share of payment for the Health Care Package to provide one (1) complete month of coverage following the month earnings are exhausted. The bargaining unit member may continue the Health Care Package through the group, at his/her expense.

7. Payment for Substitute

The Board will be responsible for the pay of the substitute.

I. Parental Leave

1. A Parental Leave without pay shall be granted a bargaining unit member for the purpose of child bearing and/or child rearing.

2. Length of Leave

If leave begins prior to January 1, such leave shall have a maximum duration of the balance of the school year. If leave begins January 1 or after, such leave shall have a maximum duration of the balance of the school year and the subsequent school year.

3. Eligibility for Leave

A bargaining unit member will be entitled, upon request, to a leave to begin at any time between the birth of the member's child and one (1) year thereafter. Said member will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin.

4. Eligibility for Adoption/Parental Leave: Unpaid

A bargaining unit member, requesting leave under this heading, is subject to all of the limitations outlined above under Parental Leave. A member adopting a child will be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirement of adoption. Said member will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give notice at least thirty (30) days prior to the date on which his/her leave is to begin.

5. Eligibility for Adoption/Parental Leave: Paid

Paid Adoption Leave will only be granted in a block of ten (10) consecutive workdays with three (3) days designated as leave without pay. Paid Adoption Leave will only be available to adopt a child who is less than five (5) years of age at the time of the adoption. The seven (7) consecutive paid workdays [ten (10) minus the three (3) leave without pay] will first be deducted from and exhaust the bargaining unit member's Personal Leave for the school year of the request with the remainder deducted from any available Sick Leave.

6. Right to Return from Leave

A bargaining unit member shall have the following rights to return from leave:

- a. Between the time the leave is requested and one (1) calendar week following the delivery date or the anticipated date of receipt of an adopted child, the bargaining unit member may cancel the leave upon written notification to the Superintendent. If the time limit of one (1) calendar week following the delivery date of receipt of an adopted child

occurs on a Saturday, Sunday, or Board recognized holiday, the leave may be canceled no later than the weekday following the one (1) calendar week.

- b. Upon return to active duty after a leave, a bargaining unit member shall be returned to the same position he/she occupied prior to the leave if said position has not been abolished. If the position has been abolished, the Reduction In Force procedure shall be followed.
- c. Individuals on leave shall notify the Superintendent by letter of plans for the coming school year by April 1 preceding that school year.
- d. A bargaining unit member desiring to return early during a leave of absence shall notify the Superintendent, in writing, at least thirty (30) days prior to the requested date of return. The member may be required to wait until the beginning of the next semester before returning to work, as determined by the Superintendent.
- e. In the interest of maintaining continuity of instruction, a bargaining unit member may be required to wait until the beginning of the next grading period before returning to work following the completion of an approved leave, as determined by the Superintendent.

7. Salary Adjustments

The Treasurer would continue regular salary payments to a bargaining unit member until unpaid earnings have been paid following the beginning of a leave.

8. Retirement Payments to STRS and SERS

- a. During the period of the leave, the bargaining unit member may contribute or purchase service to STRS and/or SERS as provided by Ohio Revised Code Sections 3307.512 and 3309.27. In order to take a Parental Leave, the member shall reimburse the Board for the amount of its contributions for any service credit so purchased according to the following schedule:

<u>Years of Experience In the District</u>	<u>Percentage of Reimbursement</u>
Less than 2 Years	100%
2 Years	75%
3 Years	50%
4 Years	25%
5 or More Years	0%

- b. Such reimbursement shall be made according to a payment plan mutually agreeable to the bargaining unit member and Treasurer and can be spread over a twelve (12) month period.

9. Payment of Health Care Benefits

The Board will continue its share of payment of the Health Care Package to provide one (1) complete month of coverage following the month earnings are exhausted. The bargaining unit member may continue these plans through the group, at his/her expense, during a Parental Leave.

10. Restrictions

Sick days shall not accrue during Parental Leave.

J. Jury Duty/Court Appearance/Compulsory Leave

1. Bargaining unit members are encouraged to serve on jury duty as an act of public duty. The member will be paid the difference between his/her regular compensation and the remuneration received for serving as a juror [Ohio Revised Code 3313.311]. The Superintendent and the appropriate supervisor shall be notified promptly when a summons is received.
2. Bargaining unit members who are subpoenaed to appear in Court as a witness because of the performance of their employment duties in the school, or other tribunal in connection with a matter regarding the District, will be released and will be provided full compensation. Witness fees received must be paid to the Board. Leave will not be deducted from any other type of leave.
3. Bargaining unit members who are obligated by legal authorities in a matter that delays his/her arrival to school (e.g. witness to an accident) will not have that time of delayed arrival to school deducted from any type of leave. The member whose lateness was due to such an unavoidable delay must provide satisfactory evidence of such delay.

K. Bereavement Leave

1. For the death of a member of their "immediate family," bargaining unit members shall be granted Bereavement Leave of up to four (4) workdays. If the death requires travel out of state, an additional day may be added if additional days are required, they may be taken under paid sick leave.
2. Immediate Family Defined

For the purpose of clarification, "immediate family" shall be defined as: parent or parent/guardian, spouse, or child/custodial child.

L. Fire and EMS Released Time

1. Procedure for Use of Released Time

Each bargaining unit member shall, upon appropriate notice to and with the approval of the supervisor, be granted release time to respond to fire and

EMS runs to which his/her department has been summoned. If the Immediate supervisor is not available, then the bargaining unit member shall contact the next Administrator in a "chain of command" according to the Career Center flowchart.

2. Restrictions

Bargaining unit members who respond to fire/EMS calls must belong to a recognized department that responds to calls within Wayne County.

3. Responsibility for Recordkeeping

Bargaining unit members who are away from work on fire/EMS calls will keep track of all responses, and will have a record of: date of response, time away, and how time has been made up.

4. Accounting for Leave Time

For the purposes of make-up release time, the bargaining unit member is required to make up the time in the same workweek at straight time unless the supervisor approves make up at overtime in a subsequent workweek because it is not feasible to make it up in the current workweek or the supervisor and employee agree it would be more beneficial to make up the time in a subsequent workweek. The employee has the option of using vacation or personal leave time or compensation time if such time is available.

M. Workers' Compensation

Bargaining unit members may recover benefits from Workers' Compensation for accidental injuries received while on school property subject to rules and regulations of the Department.

1. A letter of rights, choices, dates, and the responsibilities of the employee and employer will be provided to the worker injured on the job.
2. The employee injured on the job, by mutual agreement between the worker and the employer, may come back to work on light duty with a doctor's approval.
3. Employees injured on the job and receiving benefits from the Workers' Compensation System will receive Board-paid insurance benefits as provided by the Collective Bargaining Agreement for up to a total of six (6) months.

ARTICLE 23 - EQUAL EMPLOYMENT OPPORTUNITIES AND POSTINGS

- A.** The Board and Administration in its policies and practices does not discriminate against students and bargaining unit members on the basis on age, color, disability, national origin, race, religion, and sex.

- B. Further, no person will be discriminated against as a result of being a member of the Association or for advocating for its members or philosophies.

ARTICLE 24 - PAYROLL PROCEDURES

- A. The annual salary of each bargaining unit member is set up on the basis of twenty-six (26) pay periods per year, which fall every other Friday. When a payroll falls on a holiday, the pay will be made no earlier than one (1) day prior to the normal payday. It must be realized that by paying every other Friday, or twenty-six (26) times per year, that we are accounting for only 364 days per year. Therefore, approximately once every seven (7) years, it is necessary to adjust the payroll by allowing three (3) weeks between one of the payrolls.

- B. **Deductions From Pay**

Deductions of pay are made for authorized absence, withholding tax, hospitalization, bargaining unit member's share of retirement contribution, tax deferred payroll deduction to STRS for the purchase of allowable service credit, city tax, and other deductions approved by the Board. In addition, a payroll deduction will be made available for purchase of certain refunded credit, if and when those provisions are approved by the General Assembly and become law.

ARTICLE 25 - ASSIGNMENT AND TRANSFER PROCEDURE

- A. The appropriate placement of a qualified and competent staff is essential to the successful functioning of the District. The Board will strive to assign bargaining unit members and administrators to positions in which their services will most benefit the instructional program of the District.
- B. All staff will be provided an up-to-date job description for the area of their responsibility. Within sixty (60) days of the consummation of this successor agreement, a date stamped [within forty-eight (48) hours of modification] copy of an updated job description will be provided to the bargaining unit member as well as the Association President. The job description will be a specific list containing duties performed on a routine and regular basis. No job description will be changed without prior notification to the Association.

- C. **Assignment**

Properly (including temporary) certificated/licensed bargaining unit members of the Board shall be assigned to specific positions by or under the direction of the Superintendent.

- D. **Transfer**

Transfer from one position to another within the School District shall be made for any purpose which, in the judgment of the Superintendent, is for the welfare of the school or the bargaining unit member, and only if properly (including

temporary) certificated/licensed. Any member who is to be transferred shall be granted the courtesy of a conference before the transfer is made. A request for the transfer of a member from one subject area or grade level to another, may be made by the member, supervisor or both, and should be submitted in writing to the Principal (ACE bargaining unit members should submit requests to the Director of Operations.) not later than March 1. Final action in any matter is the responsibility of the Superintendent.

ARTICLE 26 - VACANCIES AND POSTING

- A.** When the Board determines to fill a vacancy created by death, resignation, retirement, termination, nonrenewal, transfer, or promotion of an employee, or when the Board creates a new bargaining unit position, it will post notice of said vacancy as provided below.
- B.** Notice of any vacancy shall be posted on a bulletin board accessible to all bargaining unit members for five (5) workdays so that current members may apply for the position. All such postings should reflect the current duties of the job(s), annual salary, and normal work schedule. Members desiring to bid for any such vacancy will do so within five (5) days of posting. All postings will include salary range, hours, and the responsibilities of the position.
- C.** All applicants applying for a given job are responsible for including with their bid all relevant experience, as well as all educational criteria they deem relevant to the posted position, to the Board. Within ten (10) days of the closing of the posting period, applicants will be notified as to whether they are deemed qualified to warrant an interview. The decision to interview any or all applicants is within the exclusive jurisdiction of the Board or its designee.
- D.** The Board reserves the right to select the most qualified applicant for the position who demonstrates he/she possesses the qualifications to perform the job at the time of the interview. In the event two (2) or more bargaining unit member applicants have relatively equal qualifications, then the most senior applicant shall be awarded the position. If no member applies during the posting period, or no current member applicant is deemed most qualified, then the position may be filled from the outside. Applicants not chosen for the position will be notified prior to any public announcement of the filling of the position.
- E.** All bargaining unit positions, as well as the classified positions within the Superintendent's Office, Principal's Office, and the Treasurer's Office, will be posted on the Association bulletin board, the Board of Education page on the District Web Site, and in an email notification to all bargaining unit members. Current bargaining unit members will have equal opportunity at new openings if qualified.
- F.** "Equal opportunity" is defined to mean that current bargaining unit members whose qualifications are equal to those of outside applicants will be given preference in hiring.

ARTICLE 27 - REDUCTION IN FORCE

- A.** The language in this Article is intended to supersede Ohio Revised Code 3319.17, to the extent permitted by law.
- B.** If the Board determines it necessary to reduce the number of bargaining unit positions by reason of decreased enrollment of students, return to duty of regular teachers after a leave of absence, by reason of suspension of schools or territorial changes affecting the District, decline in enrollment in specific subject area, program discontinuation as described in paragraph C of this section, or for financial reasons, reasonable reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
1. The order of reduction shall be according to the teaching area currently assigned, and shall be in accord with the seniority list currently approved by the Board and in place under the present contract subject only to the addition of new employees who are eligible for membership in the bargaining unit. "Seniority" is defined as the length of continuous service as a certificated/licensed employee under full-time contract in this District subject to the following conditions:
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
 - b. If two (2) or more bargaining unit members have the same length continuous service, seniority will be determined by:
 - 1) The date the bargaining unit member started service in the Wayne County Joint Vocational School District;
 - 2) The date of the Board meeting at which the bargaining unit member was hired; and then by
 - 3) Selecting a number from a container with each number representing a different employee. The first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.
 - c. Seniority Status for Non-Bargaining Unit Members Entering or Returning to the Bargaining Unit
 - 1) A non-bargaining unit member who achieved continuing contract status as a member of the bargaining unit and is serving as an administrator in the District and who returns to the bargaining unit, for whatever reason, shall be credited with up to five (5) years seniority for their prior service in a bargaining unit position and no seniority for service to the District outside of the bargaining unit.

- 2) A non-bargaining unit member who achieves continuing teacher contract status in the District as an administrator but has not obtained such status while a bargaining unit member, and who enters the bargaining unit will not be credited with any seniority for any service either inside or outside the District.
2. A seniority list shall be prepared annually by September 30 and provided to the Association President. Within thirty (30) calendar days after the seniority list is provided, any objection to the list must be presented. If no objection is made during the thirty (30) day period, no grievances can be filed over individual seniority dates, as published.
3. At the time this procedure is applied, all affected certificated/licensed staff will be placed on a seniority list for their teaching area currently assigned. Bargaining unit members serving under continuing contracts will be placed at the top of the list in descending order of seniority. Members serving under limited contracts will be placed on the list under continuing contract members, also in descending order of seniority. No member shall revoke or cancel any of his/her certificate(s)/license(s) after September 1, 1993.
4. Those contracts to be suspended shall be chosen by selecting those staff with applicable and valid certificates/licenses who have the least seniority and holding limited contracts in the teaching assignment area in which the reduction is taking place and then, if additional reductions are needed, by selecting those staff with applicable and valid certificates/licenses who have the least seniority and holding continuing contracts in the teaching assignment area in which the reduction is taking place.
5. When the Association and the Board agree it is beneficial, professional/retraining development opportunities will be provided for teachers who are at risk for RIF.
6. Notice of RIF
 - a. Except for a RIF involving a return from a leave of absence, the Board will give the Association at least thirty (30) calendar days advanced notice of the Board action implementing the RIF.
 - b. Except for a RIF involving a return from a leave of absence, after Board action approving a RIF, each member to be laid off shall be given at least thirty (30) calendar days advance written notice stating the effective date of the intended layoff. Salary continuation can be made in lieu of the notice.
7. Right of Displacement
 - a. A bargaining unit member, whose contract is subject to suspension in accordance with this Article, may elect to displace another member if both of the following conditions are met:

- 1) The bargaining unit member seeking to displace another member must have a valid teaching certificate/license for the teaching assignment in which he/she wishes to bump.
- 2) The bargaining unit member seeking to displace another member must hold seniority over the member he/she is seeking to displace, except that a limited contract teacher cannot displace a continuing contract teacher.

8. Reduction from Full-Time to Part-Time

Should the Board determine that it desires to suspend a contract in part, so that the teacher is required to work a percentage of the time the teacher otherwise is required to work under the contract, it may do so, with the following requirements:

- a. The teacher shall have the option of either working part-time with proportionate pay or having the contract suspended in full;
 - b. If the teacher takes the part-time suspension, the teacher will be placed on the recall list with recall rights to a full-time position based upon seniority, teaching certificate/ license and contract status;
 - c. If the teacher elects to have the contract suspended in full, the teacher will be placed on the recall list with recall rights based upon seniority, teaching certificate/license and contract status.
9. It is recognized by the parties that Adult Education is a separate “teaching field” and any reduction in that area does not give rise to any rights under this Agreement unless it is an Adult Education individual that is part of the bargaining unit.

C. Program Discontinuation and Probation Procedure Based Upon Enrollment

1. Program discontinuation and probation will be based upon the following guidelines:
 - a. Whenever secondary CTE job training programs are no longer approved and funded programs by Ohio Department of Education, Division of C-T & Adult Education guidelines, those programs may be discontinued upon recommendation of the Superintendent to the Board or whenever enrollment in a program is below the probation enrollment range set forth in subparagraph 1 c of this section.
 - b. Whenever adult CTE job training programs are no longer approved and funded programs have inadequate placement as determined by the appropriate State of Ohio department or agency having jurisdiction over adult education, those programs may be discontinued upon recommendation by the Superintendent to the Board.

- c. Enrollment in a Career-Technical program that fall within the probation enrollment range shown below will be placed into probationary status. If at the end of two (2) consecutive years, the numbers have not improved to greater than 14 students for a single teacher program or greater than 26 students for a two teacher program, a RIF at the end of the second year may be implemented upon recommendation of the Superintendent. The last school day of the second consecutive year shall be the date at which enrollment will be considered fixed.

<u>Program Type</u>	<u>Probation Enrollment Range</u>
Single Teacher	14 or fewer students, but at least 8 students
Two Teacher	26 or fewer students, but at least 8 Students (per level)

Whenever enrollment is twenty-six (26) students or fewer in a secondary CTE job training program which has a junior unit with a bargaining unit member and a senior unit with a different bargaining unit member, that program may be combined under a single bargaining unit member upon recommendation of the Superintendent to the Board. The last school day shall be the date at which enrollment will be considered fixed. If enrollment in a CTE program is twenty-six (26) or fewer students [total for both levels] for two (2) consecutive years, then any lay off will be based upon the RIF procedure.

- d. Whenever enrollment in any academic department is less than the ratio of twenty (20) students to one (1) academic instructor, in any section in his/her department, (excluding special need situations such as Life Skill classes, and pilot projects), academic teacher contract(s) may be recommended for suspension by the Superintendent to the Board until the twenty (20) students to one (1) teacher ratio is reached. RIF procedures, as outlined in this Master Agreement, shall be followed. The last school day shall be the date at which enrollment will be considered fixed, and appropriate contract action taken.
- e. On or after March 1, any time program enrollment (current or projected) would result or results in a program going into probationary status, an Intervention Program shall be initiated by the Supervisor. The Supervisor, along with the affected bargaining unit member, and other resources inside and outside the District, will develop an individualized Intervention Program to increase enrollment.

ARTICLE 28 - RECALL OF BARGAINING UNIT MEMBER

- A. The language in this Article is intended to supersede Ohio Revised Code 3319.17, to the extent permitted by law.

- B.** All bargaining unit members, whose contracts are suspended because a reduction in force has taken place, shall be placed on a recall list stating their contract status and seniority in each field for which they are certified/licensed to teach. Bargaining unit members suspended and holding limited contracts will remain on the recall list for twenty-four (24) months from the effective date of the suspension of their contract or until they are reemployed full-time or offered full time reemployment and decline such offer, whichever occurs first. Bargaining unit members suspended and holding continuing contracts will remain on the recall list until such time as they are reemployed full-time or offered full-time reemployment and decline such offer.
- C.** Bargaining unit members teaching core academic classes must maintain their Highly Qualified status while on recall.
- D.** Bargaining unit members on the recall list shall be offered a contract to full-time positions, as they become available, for which they are certified/licensed in the reverse order of suspension: last suspended, first recalled.
- E.** A bargaining unit member who is recalled to a position shall resume the contract status he/she held prior to the reduction, except that a bargaining unit member who was eligible for continuing contract status at the time the limited contract was suspended and who had been evaluated for a continuing contract shall be recalled to a continuing contract. A bargaining unit member who is recalled shall be credited with Sick Leave accumulation and years of service for the salary schedule placement he/she had prior to being suspended.
- F.** When a vacancy(ies) occurs, the Board shall send a certified letter to all bargaining unit members certified/ licensed for the position to their last known address to advise them of such position. It is the member's responsibility to keep the Board informed of his/her whereabouts. The member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that member indicating availability and desire for such position who has the greatest seniority. If the member fails to notify the Board within the specified period of time, or if the member rejects the offered full-time position, said member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District. Each member shall be responsible for having all areas of his/her certification/ licensure on file with the Board.
- G.** No bargaining unit member new to the District shall be employed in a position if a member on the Reduction In Force list has the proper certification/licensure for such position.
- H.** Suspended bargaining unit members shall have the right to remain in the group fringe benefit programs, provided by the Board, by paying their single or family coverage on a monthly basis to the Board under COBRA provisions.
- I.** While on the recall list, bargaining unit members will be eligible for training in Adult Education Programs tuition free if the program/class has not been filled by tuition paying students. Bargaining unit members will be responsible for all supplies and books when taking classes.

ARTICLE 29 - COVERING CLASSES

- A.** Each bargaining unit member may be asked by an Administrator or an Administrator's designee to cover a class. The member shall have the right to refuse such request. No reprisals will be taken against a member who refuses such a request.
- B.** Any bargaining unit member who agrees to cover a class(es) shall be paid fifteen dollars (\$15.00) per classroom period. Class coverage for a lab will be paid at twenty dollars (\$20.00) for each fifty-one (51) minute period of lab and \$50.00 for an entire laboratory.

ARTICLE 30 - X-OPTION

- A.** A minimum of twenty (20) total students is required to be X-Option along with a minimum of seven (7) in either lab. The special compensation earned from the beginning of extended time to October 15 shall be paid in one (1) lump sum via supplemental contract on the first pay in November. The remainder shall be evenly spread over the remaining pays in the contract year.
- B.** A CTE combined program with enrollment of at least thirty-two (32) students for three (3) consecutive years will become eligible for a second teacher. Numbers will be determined by the actual student count provided by the Guidance Department on the second Monday in October. This section of Article 30 will not be in effect for the duration of this current negotiated agreement effective (2011-2014.)
- C.** Whenever enrollment is below twenty (20) total students or seven (7) students in either lab in a secondary CTE job training program which has two (2) labs taught by one (1) CTE bargaining unit member, that program may be switched from a double lab format to a combined laboratory format.
- D.** If the enrollment falls below twenty (20) students total or seven (7) students in either lab, then the supplemental compensation outlined above will be divided by 180 student contact days to establish a per diem rate of pay. That rate of pay will be multiplied by the number of student contact days between the first day of school with students and October 15 with the ensuing total paid in one (1) lump sum via supplemental contract on the first pay in November.
- E.** Career Technical bargaining unit members with combined programs [juniors and seniors together in the same lab due to insufficient enrollment to fund a split junior/senior lab] may voluntarily request to be placed in the split lab format by making such a request in writing to the Superintendent by April 1 for the subsequent school year. Those Career Technical bargaining unit members who make such a request expressly waive their right for any supplemental compensation for the subsequent school year unless the program enrollment reaches the supplemental compensation level as defined in Article 30A. The master schedule is created based upon program enrollment as of April 1st. Changes in program enrollment after April 1st will be reflected in the master schedule, when possible.

ARTICLE 31 - ADULT CAREER EDUCATION (ACE) STAFF

ACE members are entitled to the rights and benefits of this Contract except as excluded or modified below. ACE staff whose positions are self-supporting and contingent upon tuition, grants, state funding, and/or enrollment will be excluded from the bargaining unit.

A. Workday

1. ACE bargaining unit certified staff shall have a maximum of twenty-five (25) student/client hours per week.
2. ACE bargaining unit members shall be provided on average at least the equivalent of forty-five (45) preparation minutes per day. "Planning time" shall be defined to mean time spent in the act of professional preparation to conduct instructional activities.
3. ACE bargaining unit certified staff have a thirty (30) minute duty free lunch when working five (5) hours or more per day.
4. ACE bargaining unit staff shall attend/participate in up to two (2) program graduations per year. In lieu of pay, members may earn compensatory time for the hour(s) attending or may choose to not attend one (1) or more of the required monthly inservice meetings (Article 15 A.1.) for the equivalent time earned.
5. ACE bargaining unit certified staff will participate in the one-day planning time or meeting for ACE.
6. ACE bargaining unit certified staff will participate in other appropriate school-wide professional development activities such as HSTW waiver days, school-wide in-service, etc.
7. If an ACE certified staff member covers another ACE class or lab during his/her prep time, the member will be paid an additional fifteen dollars (\$15.00) per hour.

B. Workload

ACE bargaining unit certified staff shall have a class size limit of twenty (20) students to one (1) instructor [at any given time, not total year enrollment] for self-paced curriculum. A class size of twenty-five (25) students to one (1) instructor will apply for all other classes [at any given time, not total year enrollment].

C. Contracts

1. Contract days will be mutually determined by director, supervisor, employee and Union representatives. The decision will be based on the State/ Board program requirements and the educational needs of the ACE students/clients.

2. The number of contract days for ACE staff new to the District shall be increased by one (1) day in their first year of employment. This additional day will be at no additional cost to the ACE Program.

ARTICLE 32 - EXTENDED TIME

- A. Extended time days shall be set annually by the Board of Education. An extended time contract is a supplemental contract and expires at the end of the school year for which it is issued.
- B. A teacher shall request the issuance of an extended time contract in accordance with the Extended Time Application Procedure. Any bargaining unit member issued a contract will be paid per Article 12 E.
- C. Non-teaching certified personnel (VOSE, Guidance, GRADS, Student Placement Liaison, etc.), at their option, may apply for up to four (4) flex days in lieu of all or part of extended time.
- D. Non-teaching certified personnel (VOSE, Guidance, GRADS, Student Placement Liaison, etc.), at their option, may apply for up to four (4) flex days in lieu of all or part of extended time. The Educational Technologist and the Marketing Coordinator, at their option, may each apply for up to ten (10) flex days.

ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE/SCHOOL CALENDAR INPUT

- A. The Wayne County Joint Vocational School District Board of Education and the Wayne County JVS Education Association agree to establish a Labor-Management Committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least once per month during the school year, for the purpose of discussing, not negotiating issues of concern to both parties. This Committee will not negotiate issues related to the Negotiated Agreement between the Association and the Board.
- B. The Association President shall have input on the school calendar. In addition to dates currently designated, the school calendar shall delineate dates for parent/student orientation and Open House.

ARTICLE 34 - TUITION REIMBURSEMENT

- A. The Board shall set aside twenty two thousand dollars (\$22,000) per contract year to provide tuition and/or registration reimbursement for earned college credit or workshops in a program designed and maintained by the Association for college courses or workshops that must be taken in the area(s) of the individual's certification/licensure or other matter approved by the LPDC. This fund is to be used only for courses and workshops selected by the teacher.

- B. The Treasurer will pay any individual's' tuition or registration within thirty (30) calendar days of submission of the form signed by the employee having attached copies of all receipts for expenditures. The Association President must submit tuition reimbursement requests to the Treasurers' office no later than June 1 each year.
- C. Any unused portion of the tuition reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.

**ARTICLE 35 - NEW STUDENT/PARENT ORIENTATION, OPEN HOUSE,
AND CHECKOUT DAY**

A. Student/Parent Orientation

1. Bargaining unit members will be present during Student/Parent Orientation not to exceed four (4) hours' duration. Every effort will be made to balance out assignments.
2. A Career Technical teacher may choose to be present for the entire six (6) hours of Student/Parent Orientation. If a Career Technical teacher chooses to attend the six (6) hours, he/she will be compensated in one of two ways. he/she may choose: 1) two (2) hours of compensatory time after seniors' last school day, or 2) to not report on Checkout Day. The Career Technical teacher must notify his/her supervisor of his/her choice. Arrangements must be made with his/her immediate supervisor regarding compensatory time or not reporting on Checkout Day.

B. Open House

Bargaining unit members will be present for Open House following sophomore visitations not to exceed three (3) hours' duration.

C. Checkout Day

Bargaining unit members who completely fulfill the requirements of Sections A and B, above, and have received the approval of their supervisor with respect to the completion of all year-end reports, will be permitted to leave school on the final day of their regular contract (excludes extended time) as soon as they have completed checkout procedure in the front office. Supervisors and front office checkout personnel will be available for checkout beginning at 7:30 AM. Bargaining unit members who do not fulfill 100% of the above requirements will be required on the final day of their regular contract (excludes extended time) to attend other meetings set by the Administration with checkout at the end of the day. Checkout must be completed by all members on the final day of their regular contract.

D. Cancellation

Cancellation of Orientation and Open House due to inclement weather or other circumstances beyond the control of the Administration shall not void the requirement of staff to be in attendance when the event is rescheduled.

ARTICLE 36 - SATELLITE PROGRAMS

A. Definitions

1. A “satellite program” is defined as a foundation based program the Board may establish or discontinue from time to time that involves the delivery of education services by unit members directly on the premises or at the facilities of an Associate School District.
2. A “satellite program teacher” is any teacher that is employed in a satellite program on or after June 1, 2008. Only new “satellite program teachers” are impacted by paragraphs B and C. All satellite teachers, regardless of hire date, follow paragraph D.

B. Transfer Rights

1. There shall be no rights of transfer of any bargaining unit member except those placed in a satellite program prior to June 1, 2008.
2. No satellite program teacher will have the right to transfer outside of the Associate School District where the satellite program operates.

C. Seniority

1. The seniority of a satellite program teacher shall begin with the first date of employment in the satellite program at an Associate School District. Any ties in seniority will be broken based upon the seniority held in the Associate School District prior to employment in the satellite program, if applicable.
2. For purposes of RIF (Article 27) and Vacancy and Posting (Article 26), seniority rights of a satellite program teacher may only be exercised within any satellite program operated by the Board at the Associate School District where the satellite program teacher is assigned. A satellite program teacher will have no right to bump outside any satellite program in the Associate School District where assigned.
3. Teachers employed by the Board in a satellite program prior to June 1, 2008 shall retain their seniority and have all rights to exercise that seniority to move back to the main campus of the Board in the event of a RIF under Article 27 or in filling a vacancy under Article 26.

D. Work Schedule

1. Any teacher employed in a satellite program will follow the schedule of the Associate School District where the satellite program is operating, including attendance at meetings before or after school as agreed to between the Board and the Associate School District administration. Paragraphs A and B of Article 15 shall not apply to teachers employed in a satellite program.
2. Any teacher employed in a satellite program will be subject to the calendar of the Associate School District where the satellite program is operating. Should the work year of the Associate School District be longer than the Board's year, unless there is an agreement with the Associate School District to have the year for the teacher in the satellite program reduced to the same length as the Board's school year, the teacher working in the satellite program shall be paid the teacher's per diem rate for any day's worked beyond the Board's scheduled work year. Should the work year of the Associate School District be shorter than the Board's work year, the teacher working in the satellite program will be expected to work the additional days necessary to equal the Board's work year as directed by the Board's administration.

E. Salary Placement

If a teacher is employed in a satellite program from the Associate District where the satellite program is being operated, the teacher shall be placed on the collective bargaining agreement's salary schedule on the appropriate education column at the same or closest dollar amount for the Associate District's salary schedule for the corresponding year.

F. Program Elimination

1. Nothing in this Agreement shall prevent the elimination of any satellite program.

G. Contract Applicability

1. Except as otherwise provided in this Article, all other provisions of the collective bargaining agreement shall be applied to satellite program teachers.

ARTICLE 37 - STUDENT TUITION WAIVER

Bargaining unit members, but whose legal place of residence is outside the taxing boundaries of the District may have their children attend the Wayne County Joint Vocational School District in a secondary CTE program tuition free subject to the following conditions:

- A.** Such attendees must first enroll through the Board adopted "Open Enrollment" policy, if such policy exists.
- B.** All other standard eligibility requirements must be met and enrollment procedures followed.

- C. Such attendees are subject to all other standard fees as well as all other Board-adopted policies and procedures pertaining to high school students in attendance at the Wayne County Joint Vocational School District.

ARTICLE 38 - EMPLOYMENT OF RETIRED TEACHERS
(PRP - Previously Retired Personnel)

A teacher retired under the State Teachers Retirement System ("Previously Retired Teacher" or "PRT") may be employed/reemployed under the following conditions:

- A. The number of PRTs each year will not exceed five percent (5%) of the total bargaining unit.
- B. There is no qualified current bargaining unit member available for the position.
- C. Candidates must meet any certification/licensure requirements that are applicable.
- D. Candidates must go through the established interviewing and selection process and will be considered on the basis of their merits, qualifications and the needs of the District.
- E. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this policy must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for post-retirement employment.
- F. PRP are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111.

For the purpose of PRP, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other personnel contained in the Negotiated Agreement.

- G. PRP will receive credit for up to five (5) years' experience and full credit for their educational level.
- H. A "retired" teacher who is rehired under this section ("retired/rehired teacher") is eligible to participate in the Board's health and dental insurance coverages under the single or family benefit plans. The retired/rehired teacher may also participate in the Board's life insurance programs at his/her own expense. All payments will be made through payroll deduction.
- I. PRP are not eligible to participate in any retirement incentive programs; nor are they eligible for severance pay. In accordance with ORC 3307.352, a special benefit which consists of a single life annuity with a reserve based on the retiree's contributions during their period of service as a regular teacher will be provided.

- J.** PRP will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRP. PRP shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRP may request an advance of up to five (5) days of Sick Leave, if necessary. PRP must reimburse the Board for any advanced Sick Leave, which is not earned at the time the PRP severs his/her employment with the District.
- K.** PRP will not be eligible for tuition reimbursement.
- L.** PRP will not accrue seniority.
- M.** PRP are not subject to the mentoring program.
- N.** PRP will be considered as new employees to the District with the exception that PRP who previously worked in the District do not need to attend the New Teacher Orientation Program that is held prior to the commencement of classes in August.
- O.** PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply. The parties expressly agree that this provision supersedes and replaces ORC 3313.53.
- P.** Subject to these provisions, PRP are part of the bargaining unit and subject to the provisions of the Negotiated Agreement.
- Q.** The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

ARTICLE 39 - IMPLEMENTATION AND AMENDMENTS

A. Agreement Binding Clause

This Contract contains the full and complete agreement between the Board and the Association on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this Contract unless otherwise mutually agreed.

B. Savings Clause

If the State Legislature, Federal Congress, or court of competent jurisdiction makes a part of this Agreement void, the remainder shall be in force until the expiration date.

C. Reduction In Salary Clause

If it is determined by the District's Treasurer that the financial resources of the District are inadequate to fund the agreed negotiated package, a uniform reduction in salaries and/or fringe benefits may take place for all WCJVSD employees as per the Ohio Revised Code.

D. Duration of Agreement Clause

Except as otherwise provided herein, this agreement shall be effective July 1, 2011, and shall remain in effect until June 30, 2014, at which time it shall expire. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration day of this Agreement, the parties may mutually agree in writing to extend this agreement for any period of time.

E. This Master Agreement shall become effective upon approval by the Association and the Board. This document may be amended by mutual agreement of the Board and the Association.

F. This Master Agreement was made and entered into this 31st day of May, 2011, by and between the Board and the Association.

BOARD OF EDUCATION

Sue Williams, President Sue E. Wheeler

Dr. Kip Crain, Superintendent Kip Crain, Ph.D.

Jeffrey T. Slutz, Treasurer JTS

This Master Agreement as amended and its appendices were adopted by the Board on **May 31, 2011.**

Jeffrey T. Slutz, Treasurer JTS

ASSOCIATION

Craig Wellert, Association President Craig Wellert

LaVonne Lobert-Edmo, Designated Representative [Signature]

Elizabeth Miller, Team Member Elizabeth Miller

Dale Tackett, Team Member Dale Tackett

Alan Zimmerman, Team Member Alan J. Zimmerman

This Master Agreement as amended and its appendices were adopted by the Association on **May 27, 2011.**

Dale Tackett, Secretary Dale Tackett

Grievance # _____

GRIEVANCE PROCEDURE
STEP ONE

Date

Grievant

Supervisor

Date Grievance Occurred

1. Statement of Grievant:

2. Relief Sought:

Signature of Grievant

Date

Disposition by Supervisor

Signature of Supervisor

Date

Grievance # _____

GRIEVANCE PROCEDURE
STEP TWO

Date

Grievant

Supervisor

Date Grievance Occurred

1. Statement of grievant:

2. Relief sought:

Signature of Grievant

Date

Disposition by Superintendent

Signature of Superintendent

Date

Complaint # _____

FORMAL COMPLAINT PROCEDURE
STEP ONE

Date

Complainant

Supervisor

Date Cause of Complaint Occurred

Request for a Meeting On:

1. Statement of Complaint:

2. Relief Sought:

Signature of Complainant

Date

Disposition by Supervisor

Signature of Supervisor

Date

Complaint # _____

FORMAL COMPLAINT PROCEDURE
STEP TWO

Date

Complainant

Supervisor

Date Cause of Complaint Occurred

Request for a Meeting On:

1. Statement of Complaint:

2. Relief Sought:

Signature of Complainant

Date

Disposition by Superintendent

Signature of Superintendent

Date

APPENDIX C

COMMITTEES

Article(s)	Committee Name	Membership	Meetings
Classified Articles 9 (I), 12 (I),25 (D)	Classified Staff Committee	5 – Administration/Non-Bargaining Members 5 – Bargaining Unit Members	

Scope of Responsibility: To review the classified employee evaluation procedure and other issues related to classified staff such as parameters for testing related to the hiring process and classified movement guidelines including IPDP.

Certified - Article 9 (I)	Employee Performance Evaluation Committee (EPEC) ¹	Equal number of Bargaining Unit Members and Administration. The Association President and Lead Mentor are standing members of the Committee.	
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Scope of Responsibility: To review the official evaluation procedures for certificated/licensed staff.

	Faculty Advisory Committee (FAC)	Department Chairs, Lead Mentor, Association President, Representative of Classified Staff Committee, High Schools That Work Coordinator, Superintendent, Director of Operations, Principal, High School Supervisors, Adult Education Supervisor, Marketing & Retention Coordinator	
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Scope of Responsibility: To review, departmental budgets and other district wide issues brought to the committee for consideration.

Classified - Article 34 Certified – Article 33	Labor-Management Committee	3 – Administration members 3 – Bargaining Unit members	At least once a month during school year at mutually agreeable time.
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Scope of Responsibility: To discuss, not negotiate, issues of concern to both parties, including such matters as uniforms and sick leave donation.

	Local Professional Development Committee (LPDC)	3 – Administration members 4 – Bargaining Unit members holding a current Professional Teaching Certificate/License	At least four ½ day meetings during school year at mutually agreeable time. May request more time from Superintendent.
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Scope of Responsibility: To follow ODE guidelines and WCSCC BOE Policy with actions regarding Individual Professional Development Plans and District Professional Development.

Classified – Article 21 F Certified – Article 21 F	Wellness/Benefits Committee	Equal membership from the Administration and Bargaining Unit. Membership is limited by availability of Administration Representatives.	
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Scope of Responsibility: To monitor wellness and benefits of the District.

¹ The Master Teacher Committee is a subcommittee subject to the Committee internal governance.

STATEMENT OF INTENT

The Board will pay the employee share of the increased premium for health insurance for the month of July 2011 (Premium Holiday Month) and by doing so the Association agrees this completes all responsibility the Board has to employees under Article 21, Section B, Paragraph 2 of the collective bargaining agreement.

STATEMENT OF INTENT

Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be provided a copy of the Plan. Either an Intervention Specialist or VoSE Coordinator can be contacted by the teacher to discuss questions and concerns related to the IEP or 504 plan, education of students on an IEP or 504 Plan or preparation of reports concerning such Plan.

Further, the District recognizes both regular education and life skills teachers need to have training to meet the various needs of students on IEP or 504 Plans, including both educational and legal needs. As such, the District will work to provide appropriate training to assist in meeting those needs.

Intent Statement shall be Extra-contractual and placed in the Contract.