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MASTER AGREEMENT

between the

**Wayne County JVS Education Association
(Classified Staff Unit)**

and the

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

Effective July 1, 2011 - June 30, 2014

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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 classified personnel in the appropriate unit as classified by the State of Ohio, State Employment Relations Board, 8/21/1991, Case Number 91-REP-03-0068. Excluded are: Superintendent; Directors; Principals; Supervisors; Managers; Treasurer, Assistant Treasurer; Administrative Assistant to the Superintendent, Administrative Assistant to the Director of Operations, Administrative Assistants to the Treasurer; Account Clerks to the Treasurer; Full-Time Classroom Teachers; Guidance Counselors; Full-Time Coordinators; Full-Time Adult Education Instructors; School Nurse; All Student, Seasonal, Casual, and "As-Needed" Employees; Maintenance Manager.
- B.** "Full-time" is defined to mean being scheduled to work thirty (30) hours or more per week on a regular basis during the course of the school year (July 1 - June 30). Current bargaining unit members are grandfathered into 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 the fair share fee 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.

ARTICLE 3 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiations 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 representative 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 effecting 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 that 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) - (f) of Ohio Revised Code 4117.14.
 - 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 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 the 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 in job descriptions will be made within 48 hours using an "all-staff" email alert and posted on the Intranet.
- D. It is the responsibility of each supervisor to provide an updated job description containing the duties performed on a routine and regular basis to each bargaining unit member. The job description will be reviewed with the member by the supervisor at least once a year during the member's evaluation process.

ARTICLE 7 - MANAGEMENT RIGHTS

- A.** 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.
- B.** 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 the 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 Classified Staff Committee. The Classified Staff Committee shall be comprised of bargaining unit members and Administration/Non Bargaining Unit Members. This committee will consist of 5 Bargaining Unit Members and 5 Administration/Non Bargaining Unit Members. This Committee will operate using the Interest Based problem solving mode and as such the team will participate in Interest Based Labor/Management Committee training. The Association President will appoint bargaining unit members and the Superintendent will appoint administrative and non-bargaining unit members to the Committee. This policy and procedure may only be changed by mutual agreement of the Association Executive Committee and the Board of Education.

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:

1. All bargaining unit members will be given one (1) school day's advanced written notice of such meeting.
2. 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.
3. All parties shall have the right to have an equal number of representatives present, as a witness(es), 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 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 the 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 a 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 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 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 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 a 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 in the arbitrator's decision, 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 job position category 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 - CLASSIFIED WAGES

A. Index For Employees Employed Prior to July 1, 2011

Step	Class III	Class IV	Class V	Class VI
0	1.000	1.000	1.000	1.000
1	1.025	1.025	1.025	1.025
2	1.050	1.050	1.050	1.050
3	1.075	1.075	1.075	1.075
4	1.100	1.100	1.100	1.100
5	1.125	1.125	1.125	1.125
6	1.160	1.160	1.160	1.160
7	1.195	1.195	1.195	1.195
8	1.230	1.230	1.230	1.230
9	1.265	1.265	1.265	1.265
10	1.300	1.300	1.300	1.300
11	1.335	1.335	1.335	1.335
12	1.370	1.370	1.370	1.370
13	1.405	1.405	1.405	1.405
14	1.440	1.440	1.440	1.440
15	1.475	1.475	1.475	1.475
16	1.520	1.520	1.520	1.520
17	1.565	1.565	1.565	1.565
18	1.610	1.610	1.610	1.610
19	1.655	1.655	1.655	1.655
20	1.700	1.700	1.700	1.700
21	1.745	1.745	1.745	1.745
22	1.790	1.790	1.790	1.790
23	1.835	1.835	1.835	1.835
24	1.880	1.880	1.880	1.880
25	1.925	1.925	1.925	1.925
26	1.970	1.970	1.970	1.970
27	2.015	2.015	2.015	2.015
28	2.060	2.060	2.060	2.060
29	2.105	2.105	2.105	2.105
30	2.150	2.150	2.150	2.150

B. Schedule - 2011-2014 - For Employees Employed Prior to July 1, 2011

STEP	CLASS III	CLASS IV	CLASS V	CLASS VI
0	\$9.93	\$10.56	\$11.67	\$15.46
1	\$10.18	\$10.82	\$11.96	\$15.85
2	\$10.43	\$11.09	\$12.25	\$16.23
3	\$10.67	\$11.35	\$12.55	\$16.62
4	\$10.92	\$11.62	\$12.84	\$17.01
5	\$11.17	\$11.88	\$13.13	\$17.39
6	\$11.52	\$12.25	\$13.54	\$17.93
7	\$11.87	\$12.62	\$13.95	\$18.47
8	\$12.21	\$12.99	\$14.35	\$19.02
9	\$12.56	\$13.36	\$14.76	\$19.56
10	\$12.91	\$13.73	\$15.17	\$20.10
11	\$13.26	\$14.10	\$15.58	\$20.64
12	\$13.60	\$14.47	\$15.99	\$21.18
13	\$13.95	\$14.84	\$16.40	\$21.72
14	\$14.30	\$15.21	\$16.80	\$22.26
15	\$14.65	\$15.58	\$17.21	\$22.80
16	\$15.09	\$16.05	\$17.74	\$23.50
17	\$15.54	\$16.53	\$18.26	\$24.19
18	\$15.99	\$17.00	\$18.79	\$24.89
19	\$16.43	\$17.48	\$19.31	\$25.59
20	\$16.88	\$17.95	\$19.84	\$26.28
21	\$17.33	\$18.43	\$20.36	\$26.98
22	\$17.77	\$18.90	\$20.89	\$27.67
23	\$18.22	\$19.38	\$21.41	\$28.37
24	\$18.67	\$19.85	\$21.94	\$29.06
25	\$19.12	\$20.33	\$22.46	\$29.76
26	\$19.56	\$20.80	\$22.99	\$30.46
27	\$20.01	\$21.28	\$23.52	\$31.15
28	\$20.46	\$21.75	\$24.04	\$31.85
29	\$20.90	\$22.23	\$24.57	\$32.54
30	\$21.35	\$22.70	\$25.09	\$33.24

Each employee who was employed for the 2010 -2011 school year and who remains employed for the 2011-2012 school year and who does not receive an increase of at least two hundred fifty (\$250.00) based upon the application of the fifteen cents (\$0.15) hourly rate at their index level of the wage schedule for their experience level times their scheduled annual hours of pay shall receive a one-time payment of one hundred dollars (\$100.00) with the second pay in September, 2011.

C. Index For Employees Employed After July 1, 2011

Step	Class III	Class IV	Class V	Class VI
0	1.000	1.000	1.000	1.000
1	1.025	1.025	1.025	1.025
2	1.050	1.050	1.050	1.050
3	1.075	1.075	1.075	1.075
4	1.100	1.100	1.100	1.100
5	1.125	1.125	1.125	1.125
6	1.160	1.160	1.160	1.160
7	1.195	1.195	1.195	1.195
8	1.230	1.230	1.230	1.230
9	1.265	1.265	1.265	1.265
10	1.300	1.300	1.300	1.300
11	1.335	1.335	1.335	1.335
12	1.370	1.370	1.370	1.370
13	1.405	1.405	1.405	1.405
14	1.440	1.440	1.440	1.440
15	1.475	1.475	1.475	1.475
16	1.520	1.520	1.520	1.520
17	1.565	1.565	1.565	1.565
18	1.610	1.610	1.610	1.610
19	1.655	1.655	1.655	1.655
20	1.700	1.700	1.700	1.700

D. Schedule - 2011 - 2014 - For Employees Employed After July 1, 2011

Step	Class III	Class IV	Class V	Class VI
0	11.15	11.85	13.10	17.37
1	11.43	12.13	13.38	17.65
2	11.71	12.44	13.76	18.24
3	11.99	13.38	14.79	19.61
4	12.27	14.71	16.27	21.57
5	12.54	13.33	14.74	19.54
6	12.93	13.75	15.20	20.15
7	13.32	14.16	15.65	20.76
8	13.71	14.58	16.11	21.37
9	14.10	14.99	16.57	21.97
10	14.50	15.41	17.03	22.58
11	14.89	15.82	17.49	23.19
12	15.28	16.23	17.95	23.80
13	15.67	16.65	18.41	24.40
14	16.06	17.06	18.86	25.01
15	16.45	17.48	19.32	25.62
16	16.95	18.01	19.91	26.40
17	17.45	18.55	20.50	27.18
18	17.95	19.08	21.09	27.97
19	18.45	19.61	21.68	28.75
20	18.96	20.15	22.27	29.53

E. For the purposes of calculating salary, a salary index will be used. In each classification, the following increments apply:

- From Step 0 to Step 5 An additional .025 each Step
- From Step 6 to Step 15 An additional .035 each Step
- From Step 16 to Step 30 An additional .045 each Step

F. No current bargaining unit member’s present job position category will be reduced.

G. Classified Staff Job Position Category Grid

[Note: Grey areas indicate class ranges]

Job Position Category	Class III	Class IV	Class V	Class VI
Attendance Officer				
Head Cook				
Cooks				
Custodians				
Maintenance				
Maintenance/Custodian				
Administrative Assistants				
Student Activities Liaison				
Monitor/Aide				
IT Specialist				
Time-Out Room Monitor				

H. Job Position Category Movement

Movement between the job position categories in a specific job will be linked to the following criteria:

- I.** The Classified Staff Committee will develop the specific guidelines for class movement. These guidelines will be presented each year on Convocation Day. If agreement cannot be reached on specific guidelines for class movement by the Classified Staff Committee, the issue shall be referred to the negotiating teams for the Association and the Board for resolution.
- J.** Movement is recommended by the employee's immediate supervisor to the Director of Operations.
- K.** Recommendations will be made after performance evaluations are complete.
- L.** Classified bargaining unit members are eligible for supplemental contracts and will be evaluated on a case-by-case basis using the Federal Labor Standards Act overtime guidelines and following statutory guidelines as appropriate.
 1. Unit members who are awarded supplemental contracts for extracurricular activities shall be paid at the base rate established by the Board for all hours worked under the supplemental contract.

2. All hours worked at the employee's regularly assigned job(s) will be paid at the hourly rate(s) for those jobs and the hours worked for the regular assignment(s) will be calculated for the work week before any hours under the extracurricular contract.
3. To the extent the regular hours worked exceed forty (40) hours worked during the workweek, the overtime rate shall be at either the rate for the regular assignment or if there is more than one regular assignment, at the weighted average rate for the regular assignments. The additional hours for the extracurricular assignment will either be paid at the Board established straight time rate for the supplemental contract when total hours worked for the workweek are equal to or less than forty (40) hours and at time and one-half the Board established straight time rate for the supplemental contract for hours worked in excess of forty (40) work hours for the workweek.
4. If the supplemental contract is for a position included in the Collective Bargaining Agreement between the Board and the Certified Staff, should the total earnings for the extracurricular contract be lower than the rate in the supplemental Salary Schedule for such extracurricular position established in that Collective Bargaining Agreement, the Board shall make a payment adjusting the hourly rate so that the total of the straight time and overtime rates equal the salary for extracurricular positions in that Collective Bargaining Agreement.

See Appendix C for an example of Operation of Article 12 § L

- M.** Each year of service/employment will automatically move said bargaining unit member to the next higher step on the grid unless a member is given a job position category change.
- N.** All maintenance and custodial personnel who are regularly assigned to work either first, second, or third shift will be paid, in addition to their hourly rate, three hundred fifty dollars (\$350.00) per year as part of their regular salary for their assignment to any shift as determined by their immediate supervisor. Maintenance and custodial personnel hired after the start of the year will get a prorated amount equal to one-twelfth (1/12) of the three hundred fifty dollars (\$350.00) for each month they are employed during the first year.
- O.** Hourly rates may be converted to annual salaries by the salary grid. The annual salary amount will reflect the actual number of days and hours to be worked during the school year.
- P.** Bargaining unit members may not be assigned more than forty (40) hours per week in any seven (7) day period at the listed rate of pay. Any hours over forty (40) per week including sick days, vacation days, calamity days or holidays, or over eight (8) hours per shift, will be overtime pay.

- Q.** The regular workweek is 11:00 PM Sunday through 10:59 PM Friday. A bargaining unit member beginning his/her workweek at 11:00 PM Sunday shall not be eligible for overtime for that hour.
- R.** All salaried bargaining unit members are expected to work a forty (40) hour week unless specified otherwise on his/her contract.
- S.** 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 and notices e-mailed to employees ten (10) workdays prior to hiring. Current bargaining unit members will have equal opportunity at new openings if qualified.
- T.** "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.
- U.** Transfer from one position to another 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. Any member who is to be transferred shall be granted the courtesy of a conference with the Superintendent before the transfer is made. Any member who is to be transferred may request that a member of the Association attend the above-referenced conference with the affected member and the Superintendent. A request for transfer of a classified bargaining unit member may be made by the member, or the member's immediate supervisor, and must be submitted in writing to the Director of Operations not later than March 1. No transfer shall be regarded as a demotion, nor shall there be a reduction in pay. The final decision on any transfer shall be made by the Superintendent.
- V.** It is the responsibility of each supervisor to provide an up-dated job description containing the duties performed on a routine and regular basis to each bargaining unit member. The job description will be reviewed with the member by the supervisor at least once a year during the member's evaluation process.

W. Job Position Category Changes

When moved to a new job position category, the salary can be no less than the present salary. Steps will be adjusted back to the highest step in the new job position category not to exceed a 6.25% total increase for the new job position category movement.

1. The following are examples of class movement for bargaining unit members using the guidelines set forth by the Classified Staff Committee:
 - a) When a bargaining unit member submits and receives documentation approval for movement by September 30, 2005, his/ her present 2005-2006 step is used.

- b) If a bargaining unit member has moved a class with his/her September 30, 2005, submission and a supervisor has made a recommendation for a second move for the 2005-2006 school year, his/her new class and step affected by the September 30, 2005, movement is to be used in the calculation.
- c) When a bargaining unit member applies for class movement after January 31, 2006, his/her class and step for July 1 of the next school year is considered the base for the next movement.

X. Notice of Annual Salary

- 1. The Board shall cause notice to be given annually, not later than the first day of July, to each bargaining unit member as to the salary to be paid during such year.
- 2. Such salary shall not be lower than the salary to be paid during the preceding school year, unless such reduction is a part of a uniform plan affecting the classified bargaining unit members of the entire District.
- 3. This Section does not prevent increases of salary after the Board's annual notice has been given.

ARTICLE 13 - SERS 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 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 two percent (2%) of each bargaining unit member's total annual compensation directly to the State Employees Retirement System (SERS) beginning in contract year 2005-2006 and for the duration of the Contract.

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.
- E.** 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 "D"

ARTICLE 15 - WORKDAY AND YEAR

- A.** Unless otherwise set or specified by the Superintendent by contract, the workday shall consist of eight (8) hours per day with two (2) 15-minute unrestricted breaks and a 30-minute unrestricted lunch. Break times shall be set by supervisors and fall on either side of the lunch period. Bargaining unit members working at least six (6) hours per day but less than eight (8) hours per day are entitled to a 30-minute unrestricted lunch. The work year shall be as specified by contract by the Superintendent for each member
- B.** Any use of customer service programs, such as Culinary Arts, Cosmetology, or others shall be accomplished during either the bargaining unit member's lunch period, break times or any combination of these times with the permission of the immediate supervisor. Use of classified personnel to aid in the educational process of program instruction, such as a model for Cosmetology, shall not be considered as personal and, therefore, the lunch period/break time constraints shall not apply. The time spent as an Instructional Aide shall be with the permission of his/her immediate supervisor and arranged in such a manner as to not conflict with completing normally assigned responsibilities for the member.
- C.** During summer month operations, with supervisor approval, employees will have the option of working four (4) ten-hour shifts instead of five (5) eight-hour shifts without overtime compensation. Schedules will be staggered to assure adequate coverage during this period. Leave usage will be prorated based on the ten-hour shift.
- D.** Bargaining unit members will have the option of requesting one (1) shift change per month. All requests must have supervisor approval.

**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 pre-approved 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.

ARTICLE 17 - UNIFORMS

- 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.
- 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:

Year	Maximum % for Severance	Maximum Days of Severance
2011-2014	30	85.5

3. Dispersal

The retired bargaining unit member 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.** Reimbursement shall be set at the same rate per mile as for certificated/licensed staff.
- 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.
5. A maximum yearly dollar amount paid any one (1) bargaining unit member may be set at the discretion of the Superintendent, at the beginning of each year.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT PROGRAM

AIM: To encourage the classified staff of the Wayne County Joint Vocational School District to advance professionally above and beyond the minimum requirements for obtaining employment.

- A.** The Board shall set aside three thousand dollars (\$3,000) per year to provide tuition and/or registration reimbursement, books and lab fees for post-secondary classes, workshops, non-employer required training, or other programs that would enhance/improve employees' minimum employment requirements. This fund is to be used only for classes, trainings, and workshops selected by the employee.
- B.** The Classified Staff Committee will establish the process by which employees may utilize this fund to advance professionally.
- C.** 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.

- D. 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.
- E. Off duty bargaining unit members may attend Adult Education classes getting the same discount rates as given other employees of the District who attend Adult Education classes. Cost of supplies, books, or materials to attend Adult Education classes must be paid by the member.
- F. Any prior Voluntary Professional Development Program remuneration that was permanently added to the individual's contract, when qualifications set forth by the prior Voluntary Professional Development Program were met, will remain in place for the duration of the employment of the member.

ARTICLE 21 - INSURANCE

A. Insurance Benefits

Insurance benefits are available only to bargaining unit members scheduled to work at least thirty (30) hours or more per week on a regular basis during the course of the school year (July 1 - June 30). Current bargaining unit members receiving benefits are considered grandfathered. The program includes Hospitalization, Major Medical, Dental, Prescription Drug, Vision, and Group Life. The Board will assist those who are eligible and choose to participate by amounts adopted by the Board as applicable to the classified staff.

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
- 2) Deductible – Individual \$25.00/year
Deductible – Family \$75.00/year
- 3) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary
(No deductible)
 - b) Class II – Basic 80% of Usual & Customary
 - c) Class III – Major 80% of Usual & Customary
 - d) Class IV–Orthodontia 60% of Usual & Customary

Lifetime Maximum - Orthodontia
\$1,200/per individual

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 (2) 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 per 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:

	<u>Per Lens</u>	<u>Per Pair</u>
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 in 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), 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 non-use of Sick Leave, signed by his/her immediate supervisor, to the Treasurer's Office on the final day 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 member to present verification of nonuse of Personal Leave, signed by his/her immediate supervisor, to the Treasurer's Office on the final day 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 Director of Operations' Office, be granted without loss of pay, a maximum of three (3) days of nonaccumulative 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 Director of Operations.

3. Restrictions

- a. No more than six percent (6%) of the members of the classified 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. All Personal Leave requests will be delivered to the Director of Operations' Office to be dated and time stamped prior to delivery to the appropriate supervisor if the electronic absence reporting system is not functioning.
- c. 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.
- d. Resigning prior to sixty (60) workdays equals zero (0) Personal Leave days.
- e. Resigning after sixty (60) workdays but less than eighty (80) workdays equals one (1) Personal Leave day.
- f. 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), 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 final 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 [certified and classified combined], 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 the 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 workday.

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 Section 3319.143, and may subject the bargaining unit member to, suspension and/or termination of employment under Ohio Revised Code Section 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 Section 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 classified 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.

3. Accumulation

a. All bargaining unit members 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 days for this contract period is two hundred eighty-five (285).

b. Sick Leave credit to which a public school employee is entitled will also accumulate during the paid period of time that the employee 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 exceeds 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 partial days for leave will have days divided into one-eighth day (1/8), one-quarter day (1/4), one-half day (1/2) or full day increments.

- e. When an absence does not exceed one-fourth (1/4) of a day or require a substitute, with prior approval of the Supervisor, the bargaining unit member will be permitted to make up the time at a time agreed upon by the Supervisor and the bargaining unit member.
- f. Time must be made up within five (5) working days or on a nonscheduled day as agreed to by the supervisor and the employee.
- g. Overtime will not be paid if make-up time causes an employee to exceed forty (40) hours in any week.

6. Salary Adjustments

- a. At the point where a bargaining unit member has exhausted his/her accumulated Sick Leave, the Board 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 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 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 is absent due to an illness or accident, or absent and using Sick Leave in accordance with Article 22 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 Classified 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 comprised 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 requirements 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 or 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 from 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 SERS

- a. During the period of the leave, the bargaining unit member may contribute or purchase service to the SERS as provided by Ohio Revised Code 3309.27. In order to take a Parental Leave, the bargaining unit

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 the 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 a 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 3313.3). 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 Release 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.

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 of 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 three hundred sixty-four (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 (1) 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 SERS 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 - TRANSFER PROCEDURE

- A.** Transfer from one position to another 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.
- B.** Any member who is to be transferred shall be granted the courtesy of a conference with the Superintendent before the transfer is made.
- C.** Any member who is to be transferred may request that a member of the Association attend the above-referenced conference with the affected member and the Superintendent.
- D.** Any member who is transferred and believes additional training is required may request additional training. Such request may be made directly to the supervisor.
- E.** A request for transfer of a classified bargaining unit member may be made by the member, or the member's immediate supervisor, and must be submitted in writing to the Director of Operations not later than March 1.
- F.** No transfer shall be regarded as a demotion, nor shall there be a reduction in pay.
- G.** The final decision on any transfer shall be made by 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. All postings will include salary range, hours, and the responsibilities of the position.

- B.** Notice of any vacancy shall be posted on a bulletin board, the Board of Education page on the District Web Site, and via email notification to all bargaining unit members, and will be 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 the posting.
- 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 will be granted an interview. The decision to interview any or all applicants is within the exclusive jurisdiction of the Board or its designee.
- D.** The Classified Staff Committee will recommend the procedures/testing for classified positions. These procedures will be consistent with language as set forth in the Negotiated Agreement between the Association and the Board.
- E.** The Board reserves the right to select the most qualified applicant for the position who demonstrates he/she possesses the qualifications, including testing, to perform the job. In the event two (2) or more candidates are considered to be relatively equal, bargaining unit member applicants will be selected before outside applicants. If two or more internal candidates are considered to be relatively equal, then the most senior internal applicant shall be awarded the position. Internal applicants not chosen for the position will be notified prior to any public announcement of the filling of the position.
- F.** A bargaining unit member awarded any position in accordance with this Article shall be subject to a thirty (30) workday probationary period during which time, should the member be unable to perform satisfactorily or should the member elect, he/she shall be returned to his/her original position.
- G.** 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.
- H.** "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 Section 3319.172, to the extent permitted by law.
- B.** If the Board decides it is necessary to reduce the number of bargaining unit members in a job position category, the following procedure will govern such layoff and reinstatement:
1. The number of people affected by Reduction In Force shall be kept to a minimum, as much as possible, by attrition.
 2. Whenever bargaining unit members are laid off, affected members shall be laid off according to seniority within the job position category, with the least senior member laid off first. "Seniority" shall be defined as the uninterrupted length of continuous service with the Board computed from the first date of uninterrupted service, except if a member has been out of the bargaining unit during any period of such service, seniority shall be computed from the first date of uninterrupted service with the District by accumulating only time spent in the bargaining unit. If two or more bargaining unit members have the same length of uninterrupted continuous service, seniority will be determined by:
 - a. The date of the Board meeting at which the bargaining unit member was hired; and then by
 - b. 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.

Authorized leaves of absences do not constitute an interruption in continuous service.
 3. 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.
 4. The Board shall determine in which job position category the layoff should occur and the number of bargaining unit members to be laid off. Except for a RIF involving a return from a leave of absence, the Board will give the Association at least thirty (30) days advanced notice of the Board action implementing the RIF. Except for a RIF involving a return from a leave of absence, after Board action, each member to be laid off shall be given thirty (30) calendar days advance written notice stating the effective date of the intended layoff. The Board may pay an employee in lieu of notice.

5. Bargaining unit members who are subject to lay-off, may displace the least senior member in another job position category, providing the following conditions are met:
 - a. The job position category must be a lower paying job position category in the job family (i.e., a maintenance employee could bump a maintenance custodian and a maintenance custodian could displace a custodian); and the employee being displaced must have less seniority than the employee who is displacing that employee; or
 - b. The job position category must be a former job position category held by the bargaining unit member; and the bargaining unit member must have satisfactory experience in the former job position category; and the employee being displaced must have less seniority than the employee who is displacing that employee.
 - c. The bargaining unit member must be willing to accept the pay scale of the job position category.
6. Should the Board determine it desires to suspend a contract in part, so that an employee is required to work a percentage of the time the employee is otherwise required to work under the contract, the employee shall have the option of accepting the reduced time contract or going on layoff. If the employee accepts the reduced time contract, the employee shall be entitled to be placed on the reinstatement list to return to the level of time the employee was working before the layoff.
7. The Superintendent shall prepare a reinstatement list in reverse of layoff. Reinstatement shall be offered from this list before any new bargaining unit members are hired in the affected job position category.
8. Vacancies which occur in the job position category of layoff shall be offered to or declined by the qualified bargaining unit member standing the highest on the layoff list before the next person on the list may be considered. Members shall have ten (10) calendar days from the date of mailing to respond. Notification of acceptance or refusal should be presented to the Superintendent, in writing; however, failure to respond at all shall be considered refusal of the position. It is the responsibility of the involved member to advise the Board of an address where he/she can be reached. Any member who declines reinstatement shall be removed from the reinstatement list, and the Board shall have no further obligation to the member. However, a refusal of an offer to return to work to a position of reduced time from the position which the member was laid off will not result in removal from the reinstatement list. Notice of the vacancy or reinstatement shall be by certified mail.
9. The bargaining unit member's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such member shall retain all

previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on layoff shall not count as experience for seniority or salary purposes.

- C. All Bargaining unit members laid off shall be subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986

ARTICLE 28 - EMPLOYMENT AND CONTRACTS

- A. All classified bargaining unit members are appointed (and employment may be terminated) by the Board, upon the recommendation of the Superintendent. Applicants should apply at the office of the Superintendent, Wayne County Joint Vocational School District, Smithville, Ohio 44677.
- B. A ninety (90) day probationary period will be included in the first one-year contract.
- C. Upon the termination of the original contract of one (1) year or less, bargaining unit members who are rehired will be granted a contract of one-year's duration. Upon the termination of the second one-year contract, members who are rehired will be granted a two-year contract. Upon the termination of the two-year contract, members who are rehired will be granted a continuing contract.
- D. Bargaining unit members not being rehired in the School District will be notified in writing, prior to May 31, by the Treasurer.
- E. Salary notices will be issued by the Superintendent's Office each year a contract is in force.
- F. Salary increments shall be given each July 1 in accordance with the adopted salary schedule.
- G. Increments can be awarded on classified salary schedules for new personnel with previous experience in their assigned area of work, at the discretion of the Superintendent, to a maximum of ten (10) years.

ARTICLE 29 - OVERTIME

- A. "Overtime" is defined as any work time assigned beyond forty hours actually worked during a regular work week. Overtime which extends a classified bargaining unit member's regular workday will be assigned in thirty (30) minute minimum time segments. A minimum of two (2) hours' overtime will be paid to classified bargaining unit members when overtime service is provided which is not consecutive with work hours.
- B. Any overtime assigned bargaining unit members shall be at the discretion of, and with the approval of, the Superintendent and assigned directly by the member's evaluating supervisor.

- C.** Any overtime assigned bargaining unit members is job specific and shall be assigned based upon job descriptions within departments. For example, maintenance work shall not be assigned to custodial personnel or vice versa, nor shall administrative assistant work be assigned to any member not performing the functions of an assistant.
1. In determining who shall be called first, the evaluating supervisor shall determine which bargaining unit member(s) has/have the requisite skills, or need to complete a currently assigned task, to qualify for the overtime assignment.
 2. When skills are equal, seniority will be used to determine who shall be called, and the bargaining unit member with the longest record of service within the District shall receive the first call. Should that member refuse the assignment, seniority shall be used to determine next in line.
 3. Bargaining unit members who refuse an overtime assignment will not be called again until all other qualified bargaining unit members have been given an opportunity for any assigned overtime. Every effort will be made to balance overtime among bargaining unit members. Records of overtime will be kept in the Treasurer's Office, and will be available to bargaining unit members within one (1) working day following their request.
- D.** To be recognized, all overtime must be reported on a completed "TIME SHEET," signed and submitted by his/her immediate supervisor to the Office of the Treasurer of the Wayne County Joint Vocational School District.
- E.** Overtime shall be paid at not less than one and one-half (1-1/2) times the bargaining unit member's regular rate of pay.
- H.** Overtime shall be paid at not less than one and one-half (1-1/2) times the bargaining unit member's regular rate of pay. When possible, time off shall be granted at one and one-half (1-1/2) times [ninety (90) minutes or fraction thereof] for each overtime hour worked and shall be granted within three (3) months of the date of the overtime, on approval, in writing by the immediate supervisor authorizing the overtime. Otherwise, such work shall be paid at not less than one and one-half (1-1/2) times the member's regular rate of pay. The member may, with the approval of his/her immediate supervisor, elect time off instead of overtime pay.

ARTICLE 30 - PAID HOLIDAYS

A. Ohio Revised Code 3319.087

Notwithstanding Ohio Revised Code 3319.086, all bargaining unit members, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of seven (7) and a maximum of eleven (11) of the following holidays for which they shall be paid their regular salary or their rate of pay, provided such holidays fall during the normal workweek worked by the member: New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday,

Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day. When any of such members are required by their immediate supervisor to work on any of the paid holidays, they shall be granted compensatory time at two and one-half (2-1/2) times the time worked or paid overtime at a rate of two and one-half (2-1/2) times their normal rate.

- B.** By September 1 of each contract year, each bargaining unit member will select three (3) of the following four (4) holidays he/she will take: Presidents' Day, Good Friday, the day after Thanksgiving, or New Year's Eve Day. It will be the supervisor's responsibility to collect said information in written form and submit to the Treasurer's Office.
- C.** Bargaining unit members are paid for the above holidays, when they fall in their regular assignment.
- D.** When a holiday falls on Saturday, the preceding Friday will be a paid holiday. When a holiday falls on Sunday, the following Monday will be a paid holiday.

ARTICLE 31 - VACATION TIME

- A.** Vacation for eleven (11) and twelve (12) month bargaining unit members.
- B.** The entitlement of non-teaching bargaining unit members to paid vacation will be governed by the following:

To be considered eligible for vacation, a member's contract days, as indicated on the salary notification form [excluding school vacations, holidays, and other interruptions of the work schedule] will be as follows:

11-month member	228 - 239 days
12-month member	240 - 260 days

- C.** All bargaining unit member that are eleven (11) and twelve (12) month bargaining unit members are entitled to full vacation benefits.
- D.** The anniversary date of employment in a position requiring a work assignment of eleven (11) or more months per year shall be the annual date for determining the length of vacation.
- E.** After service of one (1) year in a position of eleven (11) months or more with the Board, each bargaining unit member will be credited with ten (10) days of vacation. Thereafter, the member accrues vacation at a rate of .83 days per month until the eighth (8th) year of employment.
- F.** At the beginning of the eighth year of employment, bargaining unit members are entitled to accrue vacation at 1.25 days per month; at the beginning of the eighteenth (18th) year of employment, members are entitled to accrue vacation at 1.66 days per month. In the event a paid holiday falls within a vacation period, the holiday will not be charged against vacation.

- G.** By May 31 each year, the administration will provide all bargaining unit members eligible for vacation with a list of blackout days when vacations will not be available for the coming fiscal year. The administration may designate up to fifteen (15) work days as black- out days in each affected job position category for any one fiscal year.
- H.** By the start of the fiscal year, all classified employees eligible for vacation will submit a tentative work calendar for the year. In addition, all vacation time must be requested on the appropriate form.
- I.** Normal vacation requests should be submitted at least two (2) weeks in advance and have the approval of the immediate supervisor, and Director of Operations. Exceptions to this provision may be made with the approval of the Superintendent.
- J.** Vacation time is from bargaining unit member anniversary date to bargaining unit member anniversary date. Vacation time cannot be accumulated from one (1) year to the next. Exceptions to this general rule must be in writing from the Superintendent; however, in no case shall vacation be allowed to accumulate in excess of twenty (20) days.
- K.** Upon separation from employment or reduction in length of contract to less than eleven (11) months, a classified bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave.
- L.** In the case of the death of a classified bargaining unit member, the lawfully accrued and unused vacation leave credited to such member shall be paid to the surviving spouse or other dependent or his/her estate.

ARTICLE 32 - EPIDEMICS, "SNOW DAYS," OR PUBLIC CALAMITY

- A.** In the event the Superintendent has canceled the secondary and/or adult day school due to inclement weather, all first shift classified bargaining unit members, with the exception of maintenance bargaining unit members assigned snow removal responsibilities, will not report to work. Second and third shift classified bargaining unit members will report to work, unless evening Adult Education classes are canceled and/or a Level 2 or Level 3 county-wide emergency has been issued for Wayne County due to inclement weather. Maintenance bargaining unit members called in to perform snow removal shall be released from duty after snow removal without loss of pay and benefits, if the secondary and/or adult day school is closed due to inclement weather.
- B.** In the event the Superintendent has canceled the secondary and/or adult school due to a health epidemic or public calamity, [e.g. loss of water, electrical power, heat, or other occasion making the building uninhabitable for purposes of work], all classified bargaining unit members on all shifts will be excused from work, but paid at their regular daily rate until such time as school reopens. During a period

of school closing due to epidemic or public calamity, members who are required to work shall be paid their overtime rate for regular hours they are scheduled to work until school reopens.

- C. The Superintendent shall annually notify the Association President of the radio stations on which the secondary and/or adult day school closing will be announced.

ARTICLE 33 - WORKERS' COMPENSATION

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

- A. A letter of rights, choices, dates and the responsibilities of the employee and the Employer will be provided to the employee injured on the job.
- B. The employee injured on the job, by mutual agreement between the employee and the Employer, may come back to work on light duty with his/her doctor's approval.
- C. 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 34 - 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 35 - ASSOCIATION MEETINGS

Association members who are classified personnel will be permitted to attend no more than two (2) general meetings per year of forty-five (45) minutes in length, between 3:00 PM and 4:00 PM, on a scheduled workday without loss of pay. Executive Committee members will be permitted to attend one (1) Executive Committee meeting per month during the school year between 3:00 PM and 4:00 PM, providing:

- A. The notice of the time and date of the meeting has been provided the Superintendent at least five (5) days prior to the meeting; and
- B. Actual time in attendance at the meeting taken from the workday is made up at the discretion of the bargaining unit member's immediate supervisor within ten (10) working days before and/or after the date of the meeting in no smaller than fifteen (15) minute increments; and
- C. No deadlines affecting school reports which impact funding or compliance with State Minimum Standards will be missed as a result of the classified employee being absent from his/her duty station.

ARTICLE 36 - TB TESTS

All bargaining unit members of the Board may be required to avail themselves of an approved TB Test. The results of the test shall be on file in the Superintendent's office.

ARTICLE 37 - 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 bargaining unit members 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 was made and entered into in 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

EXAMPLE OF OPERATION OF ARTICLE 12 § L

37 ½ hour per week attendance officer who works as the Prom Advisor has 5 years experience and as Class V earns \$12.10 per hour as an attendance officer. The stipend for an Prom Advisor is \$813.

2 ½ hours of the attendance officer's paid work week is for a ½ hour duty free lunch period each day and does not count as hours worked under the Fair Labor Standards Act. Therefore, for purposes of the Fair Labor Standards Act, the first 2 ½ hours spent working as Prom Advisor each week would be at straight time and is based upon minimum wage of \$7 per hour.

- Assume 2 ½ hours of work as an advisor for ten weeks before the prom or 25 hours times \$7 for a total of \$175.
- Assume the advisor spends 15 hours per week for the last three weeks before the prom (including the week of Good Friday).
 - For Good Friday week, since Good Friday is a paid holiday and not hours worked for FLSA, the custodian would have 10 hours at straight time pay of \$7 per hour for a total of \$70 and 5 hours at time and one-half or \$10.50 per hour for an additional \$52.50 (total of \$122.50 for that week)
 - For the remaining two weeks, the advisor would have 2 ½ hours at \$7 per hour and 12 ½ hours at the overtime rate of \$10.50 per hour for a total of \$148.75 per week or \$297.50 total for both weeks.
- Assume on the day of the prom, the advisor puts in an additional 10 hours (in addition to the 15 hours already put in for that week), all of which would then be at time and one-half or \$10.50 per hour for a total of \$105.

Under the assumptions above, the advisor would have earned a total of \$700 or \$113 less than the scheduled amount for a prom advisor. That difference would be made in a one-time payment so that the total received by the advisor equals the certified contractual amount of \$813.

APPENDIX D

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 WSCC 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.