

STATE OF OHIO  
DEPARTMENT OF REVENUE

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**WARRENSVILLE HEIGHTS CITY SCHOOLS  
BOARD OF EDUCATION**

**AND**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
CHAPTERS #318 & #368, AFSCME, AFL-CIO**

**July 1, 2011 – June 30, 2014**

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## PREAMBLE

The success of the Warrensville Heights City School District is dependent upon a mutual understanding, respect and cooperation between the Board of Education and its employees on all matters arising in the District. The parties are committed to promoting a safe and productive work environment conducive to fostering the educational success of the District's students. The Board of Education and OAPSE are committed to a high level of professionalism as they perform their respective roles in conducting the affairs of this school system. Such professionalism and cooperation can enhance communication and reduce misunderstandings that may arise between the parties.

## ARTICLE 1 - RECOGNITION

**Section 1.** The Warrensville Heights City School District Board of Education, hereinafter referred to as the Board," recognizes the Ohio Association of Public School Employees affiliated with AFSCME/AFL-CIO and its local Chapter 318, hereinafter referred to as "OAPSE" as the sole and exclusive bargaining representative of its regularly employed, non-teaching employees, except for those who appear on the administrative salary schedule and one confidential secretary to the Personnel Department, *and one confidential secretary to the Business Manager\**, who fall within the following classifications as established by Board policy:

- A. Secretaries, Clerical Workers and Elementary Librarians (non-certified)
- B. Custodial and Maintenance Employees
- C. Transportation Employees
- D. Cafeteria Employees
- E. Educational Aides
- F. Media Technicians
- G. Graphics Operator / Typesetter
- H. Bookkeepers / Payroll / Computer Operator

The bargaining unit does not include noontime aides (also titled educational assistants), substitutes and on-call employees.

- Effective upon completion of the SERB process to remove the designated position, to be initiated by joint petition.

**Section 2.** The Board further recognizes OAPSE as the sole and exclusive representative of Local Chapter 368 covering District Security Officers as found in SERB Certification Case Number 02-REP-05-0096.

**Section 3.** This Agreement shall constitute a multi-unit agreement as permitted under O.R.C. 4117.06(D), except the contract ratification process for Local Chapters 318 and 368 shall be one unified vote (i.e., the two unions shall vote as a single entity and a majority vote of the single entity shall control). Any contract provision that addresses or excludes a single bargaining unit shall be so delineated. The term OAPSE shall refer to both Local 318 and Local 368 throughout this Agreement, unless specifically stated otherwise.

**Section 4.** The recognition herein granted shall continue uninterrupted unless and until a new bargaining agent is certified or OAPSE is decertified pursuant to provisions of Chapter 4117 of the Ohio Revised Code.

**Section 5.** The Board will negotiate with OAPSE in accordance with the provisions hereto with respect to compensation, hours and working conditions. The resultant agreement entered into shall dispose finally of all demands of the Board and OAPSE which have been made prior to said agreements, or which might be the subject of negotiations through the period of this agreement. This will in no way preclude the presentation or processing of grievances hereunder.

## **ARTICLE 2 - NEGOTIATION PROCEDURES**

### **Section 1. Negotiation Teams**

- A. Negotiation teams shall be established by both the Board and OAPSE, either as standing committees or for specific purpose as called for herein. OAPSE Local 318's negotiating team shall be composed of not more than four (4) active members, plus two (2) alternates / observers, and OAPSE Local 368's negotiating team shall be composed of not more than two (2) active members, plus one (1) alternate / observer. The Board's negotiating team shall be composed of not more than four (4) active members, plus two (2) alternates/observers. Each team shall submit its members' names in writing at least five (5) days in advance of the first meeting. The membership of such teams shall be assumed to remain unchanged at subsequent sessions unless notice to the contrary is submitted as provided above.
- B. Each committee may also have one (1) additional person as legal or professional counsel, except that no such counsel shall be a member of any group or organization representing other employee(s) of the Board. Representatives of the state association and/or school board may attend as guests, but in no event shall the number of non-participants, observers, and guests exceed three (3) or each team.

### **Section 2. Commencement of Negotiations**

The Board or OAPSE may, upon five (5) days written notice, request a meeting to commence no later than the second Monday in April for the purpose of discussing matters pertaining to compensation and working conditions of bargaining unit members as defined in Article 1, Section 1. Within five (5) working days of the request for a

meeting, the Superintendent or designee and the Association Presidents or chosen representative of OAPSE shall confer and establish a place, time, and final agenda for the meeting.

**Section 3. Negotiation Meetings**

- A. The participants shall be the members of the negotiating teams of OAPSE and the Board. Negotiations shall be carried on with an air of mutual respect typical of good professional relations. Meetings may be adjourned, recessed and/or reconvened by mutual consent of the participating parties.
- B. During the period of consideration of any item, no interim reports of progress nor releases to the news media, or other persons or groups, shall be made, either verbally or in writing by any party to the discussions. This shall in no way abrogate the authority of the Board to make inquiry of the Board negotiating team in areas that concern the Board's responsibility and authority.

**Section 4. Exchange of Information**

- A. The parties to this Agreement believe that a free and open exchange of information and continuing close communication are essential to a fair, judicious settlement of items proposed for discussion and mutually agree to share with and furnish each to the other such data, research information and other materials as will expedite the work of the negotiating teams.
- B. Requests for information outlined in Section 4.A., above, shall be in writing and shall provide at least five (5) working days for compliance.

**Section 5. Agreement and Negotiation**

- A. When the negotiating teams have reached agreement on an Article, such agreement shall be reduced to writing and signed by two members of each team. For OAPSE, the Local Presidents and Field Representative shall sign.
- B. When the negotiating teams have reached a tentative agreement (TA) on the entire contract, the parties shall present and recommend the TA to their respective members for ratification/adoption. The OAPSE membership shall consider the TA first and if the membership ratifies the contract, it shall be submitted to the Board for consideration and approval. As stated above, the contract ratification process for Local Chapters 318 and 368 shall be one unified vote (i.e., the two unions shall vote as a single entity and a majority vote of the single entity shall control). If the Board adopts the contract, it will be proofed to the satisfaction of each party (i.e., only editorial and formatting changes may be made) and the members of each negotiating team shall sign the official signature page of the contract prior to it being printed and distributed.

**Section 6.     Disagreement**

- A.     If after 60 days from the first meeting, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse.
- B.     If impasse is declared, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached.
- C.     The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
- D.     The assigned Mediator has the authority to recommend but not to bind either party to any agreements.
- E.     The procedure set forth in this Article represents a mutually agreed dispute settlement procedure, which supersedes the procedures contained in O.R.C. 4117.14, except that OAPSE retains the right to strike by following the procedures set forth in O.R.C. Chapter 4117.

**Section 7.     Conditions of Negotiation**

- A.     Unless otherwise agreed, all negotiations will be conducted outside the regular hours of employment.
- B.     During the term of this Agreement, OAPSE shall not cause or sponsor a work stoppage or strike which is in conflict with the laws of the State of Ohio; nor shall the Board cause or sponsor any action which is detrimental to, or in any way prejudicial to, the status or employment of any individual solely because of his/her participation in the negotiation proceedings provided by this instrument.

**Section 8.     Costs**

The Board and OAPSE will be responsible for their own costs associated with recording and maintaining their own minutes of negotiations meetings.

**ARTICLE 3 - OAPSE RIGHTS**

**Section 1.     Board / OAPSE Materials**

The OAPSE President shall receive advance notice of all Board meetings. The agenda for each Board meeting will be made available to the OAPSE President, and the minutes shall follow after the Board meeting.

The Board will furnish the OAPSE President with timely, relevant information pertaining to the employment status of the employees in the bargaining unit; including information concerning promotions, demotions, transfers or terminations.

The Board Treasurer shall be responsible for providing the OAPSE President with the above information.

At the time of posting or distribution, one informal copy of all routine, locally produced Association notices, circulars, and other materials shall be sent to the Superintendent and to the administrator designated by the Superintendent to have administrative responsibility for OAPSE represented employees. The Superintendent shall notify the OAPSE President prior to the start of the school year of the administrator in charge of OAPSE represented employees.

**Section 2. Mail Privileges**

OAPSE shall be allowed to use interschool mail delivery services for OAPSE purposes only. Such permission shall not extend to the promotion of any private interest through advertisement of the sale of goods or services. This one privilege does not apply to any outgoing mail requiring U.S. postage.

**Section 3. Seniority Rosters**

The Board Treasurer shall furnish the OAPSE President with seniority rosters each November showing each bargaining unit member's date of hire and current classification.

**Section 4. Use of Facilities**

OAPSE shall have the right to use school building facilities in accordance with established regulations, including payment of appropriate fees. If a school building is open for another purpose, OAPSE shall not be charged a fee for use of such building, unless the Board or its designee deems additional services are required. In such event, OAPSE will be required to pay for such additional services. The Board agrees to notify OAPSE of changes in regulations which affect OAPSE's use of school building facilities prior to the effective date of such changes.

**Section 5. Discrimination**

The Board agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment for any unlawful reason.

**Section 6. Association Representatives**

Duly authorized representatives of OAPSE and its respective affiliates, including the Field Representative assigned by the Ohio Association of Public School Employees, shall be permitted to transact lawful, official business on school property after first checking with the Superintendent or designee. No OAPSE business shall be transacted involving bargaining unit members during times when such bargaining unit members are assigned duties, unless approved by the Superintendent or designee.

**Section 7. Annual State Convention**

The Association shall be granted released time for three (3) people (two (2) from Local #318 and one (1) from Local #368) up to a total of three (3) days, for use by members to participate in the Annual State Convention. OAPSE shall reimburse the Board of Education a maximum of \$30.00 per member per day for those members approved to attend the Annual State Convention. The Board shall pay the remainder of the salary / hourly rate for those days.

**Section 8. Conference Attendance**

The Superintendent or designee may allow professional days, not to exceed three (3) days, for attendance at professional conferences / meetings / workshops. The Board will pay the entire cost of the conference attendance, if approved.

**Section 9. School Calendar**

The OAPSE President shall be informed of the proposed school calendar prior to its adoption.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1.** The Board's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion or policy such as functions and programs, standards of services, overall budget, use of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the School District as a governmental unit.

**Section 2.** Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Board's rights as outlined in this Article. The Board

specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement.

#### **ARTICLE 5 - LABOR-MANAGEMENT COMMITTEE**

**Section 1.** Representatives of OAPSE and the Board shall meet on a monthly basis to discuss terms and conditions of employment other than those included in this Agreement, contract interpretation and application, and other issues important to professional relations between the Board and OAPSE. The Committee shall be composed of three (3) members selected by OAPSE and three (3) persons selected by the Board.

**Section 2.** The Superintendent or designee (a central office administrator) shall chair the meetings. Each side shall identify and prioritize up to five issues to be placed on the agenda. OAPSE shall submit its issues to the Superintendent or designee by the second (2<sup>nd</sup>) workday of each month. The Superintendent or designee shall prepare a written agenda and distribute it to each committee member by the fifth (5<sup>th</sup>) work day of each month. The agenda shall alternate between union issues and managements issues. The monthly meeting will take place by the tenth (10<sup>th</sup>) work day of each month. Minutes will be kept by an OAPSE member and distributed to committee members within two (2) weeks after the meeting. At the start of each school year, the Committee shall develop a regular schedule of monthly meetings for the period September through June. Additional meetings may be held by mutual consent of the Superintendent or dsignee and the OAPSE President or designee. Meetings may be cancelled if neither party has identified issues or by mutual consent.

**Section 3.** All meetings shall be held at agreed to times and places and shall not exceed one and one-half (1½) hours unless both partics agree to an extension. The meetings shall be scheduled at times least disruptive to the operations of the District.

**Section 4.** The spirit of the meetings shall be one of communication and sharing that may lead to the resolution of a problem, issue, or concern. These meetings shall not be considered negotiations. The matters discussed shall be considered as being important to the business relationship between the Board and OAPSE.

**Section 5.** Members of the Committee shall annually participate in conflict resolution / mediation training as provided by the Federal Mediation and Conciliation Service or similar training. This training shall occur prior to or at the September meeting.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

Whenever problems arise, good morale is maintained by the sincere efforts of all persons concerned working toward constructive solution in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for a bargaining unit member and his/her immediate supervisor to resolve complaints and disagreements involving welfare and working conditions through free and informal interaction. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible

administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.

**Section 1. Definition**

- A. A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement.
- B. Grievances can be filed by any bargaining unit member, a group of bargaining unit members, or OAPSE.

**Section 2. The Procedure**

A. *Level One*

- 1. If a problem is not resolved informally, a bargaining unit member(s) may present a formal grievance in writing to the Business Manager. Such grievance, however, shall be presented within ten (10) days after the aggrieved person knew, or should have known, of the act, event or condition on which the grievance is based.
- 2. The written grievance shall state the facts upon which the grievance is based, the date of occurrence, the specific provision(s) of this Agreement which is alleged to have been violated, and the relief sought.
- 3. Either the aggrieved person(s) or the Business Manager may request a conference prior to the rendering of a decision, in which case the conference shall take place within five (5) days after the filing of a grievance. The OAPSE representative shall be given reasonable notice and shall have the opportunity to be present.
- 4. Within seven (7) days after receipt of the alleged grievance by the Business Manager or five (5) days after the conference, whichever is later, the Business Manager shall render a written decision, together with supporting reasons, to the aggrieved person(s) and the OAPSE representative.

B. *Level Two*

- 1. If the grievance is not resolved at Level One, the aggrieved person(s) may, within ten (10) days after receiving the decision, appeal in writing, through OAPSE, to the Director of Human Resources.

2. Either the aggrieved person(s), OAPSE or the Director of Human Resources may request a conference prior to the rendering of a decision, in which case the conference shall take place within ten (10) days after receipt of the appeal. The OAPSE representative shall be given reasonable notice and shall have the opportunity to be present.
3. No later than five (5) days after the hearing, the Director of Human Resources shall communicate the decision in writing, together with supporting reasons, to the aggrieved person(s) and the OAPSE representative. If a hearing is not held, the decision shall be rendered within ten (10) days of receipt of the appeal.

C. *Level Three*

1. If the Director of Human Resources fails to resolve the grievance to the satisfaction of the aggrieved person(s), a written request for arbitration may be submitted by the grievant, through OAPSE, to the Superintendent or designee within twenty (20) days after receiving his/her decision from Level Two or, in the case of discipline, after receiving the Board's decision. The party requesting arbitration shall contact the American Arbitration Association. Within ten (10) days after receiving the list, the parties shall select an arbitrator from the list of fifteen (15) names in accordance with the American Arbitration Association's procedures. A second list of fifteen (15) names may be requested by either party.
2. The hearing shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be empowered only to base his/her decision upon a specific Article or provision of this Agreement, and shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree that an award of the arbitrator shall be final and binding on all parties unless contrary to law. The fees and expenses of the arbitrator shall be divided between the parties, except that if the arbitrator determines that the grievance is not arbitral due to OAPSE's lack of timeliness, OAPSE shall pay the full cost of the arbitrator's fees and expenses and the American Arbitration Association's administrative fees/charges. Each party shall be responsible for the expense of its own representation and any witnesses it may call.
3. Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or occurrence, will be consolidated for arbitration. If the parties cannot agree on consolidation, the first arbitrator selected will decide the issue of consolidation before hearing any of the case.

**Section 3. General Provisions**

- A. Any grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance which is withdrawn cannot be reopened.
- B. In determining time limits at all levels of the procedure, "days shall mean calendar days except that Saturday, Sundays and holidays shall be excluded.
- C. Since it is important that grievances be processed as expeditiously as possible, the number of days stipulated should be considered as a maximum. However, the time limits may be extended for just cause by mutual agreement.
- D. When a grievance is filed involving a member(s) who works less than a full year, the time limits set forth herein shall be reduced so that the grievance process may be exhausted prior to the end of such work year or as soon thereafter as practicable.
- E. Failure of the aggrieved person(s) to appeal a grievance disposition from any level to the next within time limits specified herein shall be deemed acceptance of the decision rendered at that level.
- F. The resolution of any grievance as a result of failure to meet time limits will not prejudice future grievances on the same issue.
- G. The lack of a timely response at any level by an administrator shall permit the member to proceed to the next level of the Grievance Procedure.
- H. No aggrieved person(s) shall be required to meet with an administrator at any stage of the grievance procedure without the presence of an OAPSE representative. However, during procedures at Level One, such representative must be currently employed by the Warrensville Heights School System.
- I. No reprisal of any kind shall be taken against any person involved in the grievance proceedings because of such participation.
- J. If a grievance arises from an act or condition affecting a level higher than Level One, the grievance may be presented initially at the appropriate level. However, the ten (10) day time limit for initial presentation, as specified at Level One, will apply.
- K. To facilitate the operation of the grievance process, the necessary forms shall be developed jointly by OAPSE and the Administration, and made available to staff members by the Superintendent or designee.

- L. All written and printed matter dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- M. To the extent permitted by law, the parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times and in such way as not to cause interruption or interference with established work schedules and duties.
- N. Hearings held in connection with the Grievance Procedure shall be scheduled during hours the Central Administration Offices are normally open, unless otherwise mutually agreed by the parties.
- O. The Board, OAPSE and their respective representatives shall cooperate fully in the investigation of any grievance. The parties agree to a complete and timely exchange of information, including identification and production of all relevant documents or records and a summary of information obtained from witnesses. The identity of said witnesses may be kept confidential. When matters are scheduled for arbitration, OAPSE and the Board shall simultaneously notify each other in writing, at least one (1) calendar week prior to the arbitration hearing, of the witnesses they each intend to call at the arbitration. Additional witnesses may be added to the list two (2) workdays prior to the hearing. If a witness is not identified as set forth above, s/he may not testify at the hearing without the written consent of the opposing party.

**Section 4. Civil Service**

Except as to those matters expressly excluded by O.R.C. 4 117.08(B), the provisions of this Agreement shall prevail to the exclusion of the Civil Service Commission.

**ARTICLE 7 - DISCIPLINE AND DISMISSAL**

**Section 1. Discipline**

No bargaining unit member shall be disciplined without just cause. Members may be disciplined for incompetency, inefficiency, dishonesty, being under the influence of alcohol or drugs while on duty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in connection with their employment. Appropriate discipline may include oral or written reprimand, suspension without pay, disciplinary transfer or reduction, and termination.

**Section 2. Due Process**

Before a bargaining unit member may be suspended without pay, terminated, or reduced or transferred for disciplinary reasons, the following procedure shall be followed:

- A. The member shall have the right to a preliminary hearing to be conducted by the Superintendent or designee. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The member may be accompanied by a representative of his/her choice. The member shall have not less than eighteen (18) hours notice of the time and place of the preliminary hearing, which notice shall state the nature of the charges against him/her. Failure of the member to attend at the time and place indicated in the notice shall be deemed to be a waiver by the member of his/her right to such hearing.
- B. At the preliminary hearing, the member or representative shall be given the opportunity to respond by way of explanation or defense.
- C. Following the hearing, the Superintendent or designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to his/her attention, after which the Superintendent or designee shall take such action or make such recommendation as he/she deems appropriate. The member shall be notified in writing of any action taken and the reasons for the decision or recommendation to the Board.
- D. The District shall have the right to immediately suspend a bargaining unit member, with pay, who poses a serious danger to persons or Board property pending completion of the preliminary hearing and/or to conduct an investigation into the alleged misconduct. Such suspension shall not exceed a reasonable length of time.

**Section 3. Appeal**

- A. A member who has been recommended by the Superintendent or designee to be terminated, or suspended without pay, or to receive a disciplinary transfer or reduction which results in economic loss to the member may appeal to the Board by filing a written notice with the Treasurer, or by requesting the Association President to file a written notice with the Treasurer, within 10 days of the action of the Superintendent or designee. The notice of appeal must set forth in detail the grounds upon which the appeal is based. Unless appealed, the action of the Superintendent or designee shall become final.
- B. A hearing shall be conducted by the Board in executive session at its next regular meeting or at a special meeting called for such purpose. The member and the Board may be represented by legal counsel or another representative of their choice. At the hearing, the member shall have the right to present evidence and call witnesses, but the Board may in its discretion limit the number of witnesses, manner and method of questioning and issues addressed, provided the Board's action does not affect the member's substantive right to a full hearing.

- C. The Board's decision shall be in writing and shall be served on the member.
- D. The decision of the Board may be appealed to arbitration, beginning at Level Three of the grievance procedure. Unless appealed to Level Three as provided in Article 6, the Board's decision shall be final.

**Section 4. Notices**

Any notices, copies of orders or recommendations required by this Article to be served upon a member shall be served in person; provided, however, in the event the member is on any type of leave or is absent without leave when service is attempted, then such service shall be mailed to the member's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.

**Section 5. Suspension Pending Discipline Proceedings**

If in the judgment of the Superintendent or designee, the nature of the charges against a member is such that the member should be removed following a preliminary hearing as provided in Section 2, the member may be suspended without pay pending final resolution of the disciplinary proceedings. If, upon final resolution of the disciplinary charges, the member is restored to employment, he/she shall be paid his/her regular pay for the period of the suspension.

**ARTICLE 8 - MEDICAL/PHYSICAL EXAMINATIONS**

Physical examinations are required of all new employees. Such examinations will be paid for by the Board. In addition, the Board shall pay for the annual physical examination for all bus drivers and head custodians who work with asbestos.

The Board shall have the right to require a bargaining unit employee to submit to a Board paid medical examination by a licensed Board physician when said bargaining unit employee requests an accommodation in the workplace or exhibits mental or physical symptoms that adversely affect performance of the essential functions of his/her job. If the Board physician determines that the employee is not fit to perform the essential functions of his/her job, the employee may appeal that decision by seeking a second opinion from a licensed physician of his/her choice at his/her own expense. If there is a disagreement that cannot be reconciled, the parties may jointly seek a third opinion from a jointly selected licensed physician and split the cost. The third opinion shall be final.

**ARTICLE 9 - JOB DESCRIPTIONS**

**Section 1.** The Board will furnish a copy of the job description of each classification to the OAPSE President.

**Section 2.** Prior to any anticipated change in any job description, the OAPSE President will be notified of the proposed change and of the effective date of such change. Upon request, the OAPSE President shall meet with the administration to discuss the proposed change and to offer input on compensation for the position.

**Section 3.** Whenever a new position is created, the OAPSE President shall be notified of the new position and provided an opportunity to meet with the administration to offer input concerning the job description and the position's wage rate/salary. The Board shall furnish the OAPSE President with a copy of the job description and the job posting, including the position's wage rate/salary, prior to any posting. (See Article 14).

**Section 4.** If an employee's current job description is altered such that the current employee is expected to perform new tasks and/or have additional qualifications, the Board will provide training to the current employee concerning performing the new tasks or obtaining the new skills at the Board's expense. Employees are encouraged to and responsible for taking advantage of such continuous learning opportunities in order to keep their job skills current. This Section does not apply to new qualifications mandated by state or federal law, unless the new mandate is accompanied by additional funding to cover the cost of the training associated with the new qualifications. Nothing herein shall prevent the parties from mutually agreeing to meet to discuss the ramifications on bargaining unit members of any state or federal unfunded mandate.

#### **ARTICLE 10 - IN-SERVICE PROGRAMS**

OAPSE recognizes the desirability of having bargaining unit members participate in annual in-service programs designed to acquaint personnel with school programs, information which has implications for the total program, and a 'system' view of how tasks interrelate. Arrangements are to be made by the Board as to who is included, place of programs, and time of programs, within the confines of the employee's regularly scheduled work day.

#### **ARTICLE 11 - PROBATIONARY PERIOD**

##### **Section 1. Probationary Period - New Employees**

- A. All new regular employees shall serve a probationary period for the first ninety (90) working days. The Superintendent or designee may discharge a probationary employee at any time during the probationary period without the need to establish proper cause.
- B. A regular new probationary member shall get the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the member shall not have recourse to the grievance procedure for cases of probationary discharge.
- C. In the event a probationary member is discharged, the OAPSE President shall receive a copy of the notice of discharge that the member receives.

##### **Section 2. Probationary Period - Current Employee**

- A. An employee who is promoted to another job classification shall serve a probationary period of sixty (60) workdays, unless the Director of Human

Resources notifies the Union that a lesser probationary period is satisfactory.

- B. Employees who accept a promotion to another classification and, subsequently, do not satisfactorily adjust to the new position during their probationary period shall be permitted to voluntarily return to their previous job classification, or can be returned by the Board to their previous position.
- C. When the Board is returning a member to his/her prior position, the Superintendent or designee shall meet with the member to discuss the reason for the decision. The OAPSE President and the member shall receive a copy of the notice of return to the prior job. Upon return to the prior job, the member shall resume his/her prior rate of pay in that classification and continue with seniority unbroken by the temporary position.
- D. Lateral transfers shall not serve another probationary period.

**Section 3. B.C.I.I. and F.B.I. Reports**

The Board will conduct B.C.I.I. and F.B.I. criminal record checks in compliance with the requirements in State law for all newly hired employees and current bargaining unit members. Any employees who are hired before the Board receives a B.C.I.I. and F.B.I. report shall be employed conditionally, and if a B.C.I.I. and F.B.I. report indicates that such an employee does not qualify for employment due to a disqualifying criminal conviction or guilty plea (i.e., that the employee has been convicted of or plead guilty to any of the offenses listed in O.R.C. 3319.39(B) or 3319.31(B)), the employee during his/her probationary period shall be released from employment without the necessity of proceedings to formally terminate such employee's contract of employment. The District shall have good cause to terminate any current bargaining unit members who are disqualified from their employment based on the offenses set forth in O.R.C. 3319.39(B) and 3319.31(B). A list of the offenses identified in O.R.C. 3319.39(B) and 3319.31(B) shall be available to bargaining unit members upon request.

**Section 4. Background Check Requirements for School Employees**

- A. Licensed Employees:

Employees with permits, licenses, or certificates issued by the Ohio Department of Education ("ODE") (i.e., Student Monitors, Educational Aides and other Paraprofessionals) must have a B.C.I.I. background check on file with ODE and undergo an F.B.I. criminal records background check each time they renew their permits, licenses or certificates with the ODE pursuant to O.R.C. 3319.291.

B. Employees Operating School Buses or Vans:

Employees operating school buses or vans under six-year certificates issued by ODE and/or ODOT must complete both the B.C.I.I. and F.B.I. background checks pursuant to O.R.C. 3329.10(J) upon hire and thereafter, each time they renew their certificates with ODE and/or ODOT and submit these background checks directly to the District.

C. All Other Employees:

All other employees must complete both the B.C.I.I. and F.B.I. background checks pursuant to O.R.C. 3319.39 upon hire and thereafter, every five years and must submit these background checks directly to the District.

## ARTICLE 12 - EMPLOYEE EVALUATION

### Section 1.

Employees shall have their performance evaluated annually. Employees shall be notified at the start of each school year of the administrator who shall be responsible for evaluating their performance. The evaluator shall meet with the employee to review the evaluation. This meeting will occur during the employee's normal work hours. The evaluation review meeting will be completed on or before May 15.

Evaluations shall be performed on forms which are uniform among the individual classifications. The OAPSE President will be provided copies of the evaluation forms and afforded an opportunity to comment on them prior to them being utilized. The OAPSE President must submit his/her comments within ten (10) work days of receiving the forms. The evaluation shall identify commendable areas, deficiencies and areas needing improvement, along with suggestions concerning how the employee may improve his/her performance. Each appraisal form shall include space for the employee's comments. Said comments must be attached within ten work days of the employee discussing the evaluation with the evaluator. The employee's comments shall become a part of the evaluation record. The employee must sign a copy of the evaluation before it goes to the Superintendent's Office. The signature does not necessarily mean that the employee agrees with the report, but merely indicates that he/she read and discussed it with the evaluator. No comments can be added to the performance appraisal after the employee has signed it.

### Section 2.

Employees' official personnel files shall be maintained at the Administration Building. During the course of employment with the Board, no employee shall have an evaluation or other derogatory material placed in her/his personnel file without prior notification. The employee may request an opportunity to discuss the evaluation with the evaluator. In any evaluation marked as unsatisfactory, specific instructions for the improvement of substandard performance shall be placed on the evaluation form or attached to it. The employee may attach a written response to any document placed in his/her personnel file.

## ARTICLE 13 - WORK SCHEDULES

**Section 1.** The regular work week shall consist of five (5) consecutive days (Sunday through Saturday), unless otherwise agreed to by the affected employee(s) and OAPSE. The work schedule may be established for any eight (8) hour portion of the twenty-four (24) hour day to meet the requirements of the assignment. The workday may begin at any specified hour of the day and not coincide with the established school day. The workday shall be consecutive hours (except for bus drivers). Employees who have eight (8) hour assignments will receive a one hour duty free lunch (half an hour will be paid and half an hour will be unpaid), i.e. their work schedule shall be eight-and-one-half hours. On days when the schools are closed for conference off dates, employees who have not worked the evening conference hours will work their regular schedules.

Employees working less than six hours per day are entitled to one fifteen minute break. Employees working six hours or more are entitled to two fifteen minute breaks.

**Section 2.** The work schedule shall be the hours the member bids on the job opening.

**Section 3.** Secretaries will work eight (8) hours. During the period when schools are not in session (i.e., winter and spring breaks, and summer), secretaries' work hours shall be 8:00 a.m. to 4:00 p.m.

**Section 4.** Employees are required to report to work on time. If an employee reports to work late (i.e., more than 7 minutes), s/he shall be docked one quarter hour of pay. If an employee is more than one quarter hour late, s/he shall be docked for all time not worked beyond that first quarter hour. If the tardiness is allegedly caused by an emergency or exigent circumstance, the employee must notify the Business Manager within one workday of the alleged cause of the tardiness. The Business Manager will notify the employee in writing of whether the tardiness will result in a dock of pay within five workdays.

**Section 5.** The Board may reduce the hours of current Food Service employees by up to one and one-half (1 ½ ) hours per day effective at the start of the 2008/2009 school year. Should the Board need to make further reductions in the hours of Food Service employees to avoid operating deficits and meet student demands, the Administration shall notify the Union in advance with full financial disclosure. The Board shall provide a minimum of five days notice to the affected employees before implementation of the modified schedule. Food Service employees shall be guaranteed a minimum of five (5) Hours per day, five days a week.

## ARTICLE 14 - NOTIFICATION OF VACANCIES

**Section 1.** In order to provide a system that fosters personal improvement, facilitates advancement, provides continuity, and a system of upgrading and progression for all bargaining unit members, all available job openings shall be posted and should be offered in the following order:

- A. First, from among regular full-time employees (work 4-8 hours);
- B. Second, from among part-time, on-call or substitute employees;
- C. Last, from new applicants.

The parties expressly state that no individual identified in categories B and C above may file a grievance or challenge the filling of a vacancy.

Seniority, qualifications, skill, and ability to perform the work shall all be considered before filling the vacancy. The order of these factors is not intended to place one before the other. Qualifications include paper credentials, and the skills, training and experience necessary to successfully perform the job. The Board will utilize the committee process outlined in the Procedures Manual for Interview and Selection of Professional Staff. This Manual will be reviewed, amended and adapted periodically to address the needs of the classified staff (i.e., appropriate questions and procedures will be developed applicable to represented classifications). A joint committee of six individuals, three appointed by the OAPSE President and three appointed by the Director of Human Resources, will be established for this purpose.

**Section 2.** Upon request, bargaining unit members shall be entitled to a written response or a meeting with administration that will provide explanation about how they could better prepare themselves for promotion or lateral transfer.

**Section 3.** Prior to any action being taken to invite or interview applicants for a newly created position, a copy of the job description shall be given to the OAPSE President along with the salary rate for the position prior to its posting.

**Section 4.** When the Board verifies a vacancy that it intends to fill or it creates a new bargaining unit position, the Board shall post a notice of the opening on a designated bulletin board in each school building (i.e., each building that is staffed by Board employees and at which students receive educational programming and services), the Bus Garage, and the Board Office for seven (7) consecutive calendar days. The notice shall contain the job classification, title, range of pay, department, school, shift, and minimum qualifications for the position, including paper credentials and required experience. Job descriptions shall be available upon request from the Personnel Department. If the Board does not intend to fill a vacant position, it shall notify the OAPSE President. Postings shall also be sent to the OAPSE President.

Potential summer work shall be posted for eight (8) calendar days.

Posted positions will be filled within sixty (60) work days of the end of the posting period. If a position is not filled within sixty (60) work days, the position will be pulled or reposted. A position can only be reposted once within a school year. If a posted position is pulled or reposted, the Administration shall notify the OAPSE President.

**Section 5.** Employees who wish to be considered for the posted job must file a written application on forms provided by the Board by the end of the posting period.

The Board will review all applications from bargaining unit members when the applications are filed on time.

All bargaining unit members who apply for a vacant or newly created position(s) and who provide documentation of required experience and/or paper credential(s) as posted and/or described in the job description shall be granted an interview.

All bargaining unit members who are applicants shall be notified in writing as to whether or not they have been selected for the position.

**Section 6.** Job postings and the bids resulting therefrom will remain in effect for ninety (90) days from the end of the posting period and reposting shall not be required if the Board uses the list generated by the original posting.

**Section 7.** The Board reserves to itself and/or its delegated representatives the right to evaluate and make the final decision. Every reasonable effort shall be made to fill posted vacancies within thirty (30) calendar days after the close of the posting. If the posted position is not filled within that time period, the Board shall advise the OAPSE President of the reason(s).

**Section 8.** Any employee who wishes to receive job postings during the summer shall notify the Personnel Department. Employees who are not working shall give the Personnel Department a self-addressed stamped envelope in order to receive job postings.

**Section 9.** Temporary assignments/reassignments cannot be used to forego filling a newly created or vacant position. Temporary assignments/reassignments will not exceed sixty (60) workdays, unless mutually agreed to by the parties. The Administration and OAPSE will meet to discuss filling temporary assignments/reassignments, and the position will be offered first among qualified regular employees within the same classification, and then among all other employees, including on-call and substitute employees.

**Section 10.** Substitute employees shall only perform bargaining unit work on a temporary basis when a bargaining unit member is on a leave of absence.

## **ARTICLE 15 - ASSIGNMENT AND TRANSFERS**

A lateral transfer is defined as a movement of an employee from one position to another in the same salary and work classification. Disability transfers to a lower job classification may be granted.

### **Section 1.     Voluntary**

Any employee desiring to transfer to another work classification shall notify the Superintendent or designee in writing of his/her desire and the name of the position for

which he/she wants to be considered. The OAPSE President shall be notified of each voluntary transfer as soon as the information is available (Article 3).

**Section 2.**     **Involuntary**

Prior to transferring a bargaining unit member, the administration and OAPSE President shall meet with the member to discuss the reason(s) for the transfer. Involuntary transfers shall not be used for disciplinary reasons unless employees have been afforded full due process as set forth in Article 7.

**ARTICLE 16 - SENIORITY / PAY INCREMENTS**

**Section 1.**     System seniority shall mean the uninterrupted length of continuous service with the Warrensville Heights City School District. The following shall apply with respect to system seniority:

- A.     Authorized leaves of absence shall not constitute an interruption of continuous service; however, time spent on an unpaid leave of absence or reduction in force shall not be counted in computing system seniority.
- B.     Separation from employment due to resignation, retirement or other termination of employment; job abolishment or layoff of more than two (2) years; or leave of absence for more than two (2) years shall result in a break in continuous service for which system seniority is lost, thereby establishing the date of return from such separation as the new system seniority date.

**Section 2.**     In the event the date of hire is the same for two or more bargaining unit members, system seniority shall be determined as follows:

- A.     By the dates the members first reported to work as a regular employee; and then
- B.     By the dates of the Board meetings at which the members were hired; and then
- C.     By the dates on which the members submitted completed applications for employment; and then
- D.     By a flip of the coin.

**Section 3.**     A newly hired employee may be placed at up to Step 4 on the salary schedule, provided that such placement shall be based solely upon the new employee's qualifications and length of experience in a related job position. To be placed on a step higher than the entry level step, a new hire must have worked a minimum of the years represented by the steps. New employees shall be eligible to advance on the salary schedule in July following the completion of one continuous year of service (i.e., the employee worked 120 days or more).

**Section 4.** Job classification seniority means the total length of continuous employment in a bargaining unit member's job classification computed from the member's most recent date of assignment to that job classification. In the event the most recent date of assignment to a job classification is the same, system seniority shall prevail.

**Section 5.** Only regular bargaining unit members shall accumulate seniority.

**Section 6.** When a member is promoted to a higher classification, he/she shall be placed on that step of the salary schedule for the new classification which represents an increase in pay.

**Section 7.** Employees who complete at least 120 days of service in a school year shall move a step on the salary schedule in July. See Article 37.

#### **ARTICLE 17 - HIGHER CLASSIFICATION PAY**

Any employee who is assigned by the Administration to perform the duties of an OAPSE represented higher classification position shall, after five (5) consecutive days of service in the higher classification, retroactive to the first day and thereafter be paid at the higher classification pay, based upon his/her years of service, but in no event be paid a rate higher than the employee regularly assigned to that OAPSE represented higher classification position. OAPSE employees have the right to refuse assignments that involve the performance of duties that are outside the scope of OAPSE represented job classifications.

#### **ARTICLE 18 - REDUCTION IN FORCE**

**Section 1.** If it becomes necessary to reduce the work force, the Board may lay off employees, abolish positions, or both. Employees may be laid off as a result of lack of funds, lack of work, or as the result of abolishment of positions.

- A. "Lack of funds" for purposes of layoff or abolishment means there is a current or projected deficiency of funding to maintain present or to sustain projected levels of staffing and operations.
- B. "Lack of work" for purposes of layoff for abolishment of positions means there is a current or projected temporary decrease in the workload, expected to last less than one (1) year, which requires a reduction of present or projected staffing levels.
- C. "Abolishment of position(s)" means the permanent deletion of a position or positions from the School District due to lack of continued need for the position, or as a result of reorganization for a more efficient operation, for reasons of economy or for lack of work. The determination of the need to abolish positions shall indicate the lack of continued need for positions within the School District.

**Section 2.** OAPSE shall be notified ten (10) working days prior to a Board discussion of possible layoffs so that OAPSE may present its position to the Board. OAPSE shall be notified twenty (20) days prior to any effective date of layoff.

**Section 3.** In the event the Board determines it is necessary to conduct a reduction in force, the following guidelines and program for layoff and/or job abolishment shall apply:

- A. A reasonable effort by the Board to minimize the number of employee layoffs shall be made. This effort will be accomplished, whenever it is practical, by not employing replacements of those employees who resign, retire, or vacate a position.
- B. Employees affected by such reduction shall be laid off in the reverse order of seniority within job classifications, with the least senior employee being laid off first. Job classification seniority (Article 16 Section 4) controls. Such employees shall be placed on seniority lists in each of their classifications.
- C. Any employee whose job is eliminated in accordance with this Article shall, at his/her option, have the right to bump laterally or downward within the same job classification or department replacing the least senior employee who, in turn, may bump laterally or downward in the same manner.

If an employee is the least senior within his/her job classification or department and has no where to bump, he/she may bump into a job classification or department he/she previously held if the employee has more job classification seniority.

- D. In the event substitutes are required for emergencies, employees on the recall list who are qualified for such substitute assignments shall be offered such substitute assignments first (in reverse order of layoff).

**Section 4.** Thirty (30) days prior to the effective date of a reduction in force, the Board shall prepare and post in each building a list, which includes the following:

- A. The list of positions in each classification affected by such reduction;
- B. The seniority lists for all employees based upon their classification and work experience in the Warrensville Heights City School District;
- C. The list of employees laid off or whose positions are abolished in each classification affected. This list shall constitute the Reduction in Force list.
- D. Any employee to be laid off will also be given written notice of such layoff, which will also include the effective date of layoff.

**Section 5.** A recall list of employees within each classification in which layoffs occur shall be maintained and employees shall be reemployed in the reverse order of layoff. Notice of such reemployment may be given by personally delivering a copy of the written notice to the employee, or may be made by certified mail. It shall be the employee's responsibility to keep the Board informed of his/her current address. Service of such notice is deemed complete seventy-two (72) hours after mailing by certified mail to the address last given to the Board by the employee. If the employee fails to accept re-employment in writing within seven (7) calendar days from the date of said notification, the employee shall be considered to have declined the offer and shall be removed from the recall list.

**Section 6.** The recall list shall remain in effect for two (2) years.

#### **ARTICLE 19 - PERSONAL LEAVE**

**Section 1.** Each member shall be allowed to use up to three (3) personal days per school year under the following conditions:

- A. Personal leave days shall not be accumulated from school year to school year, nor shall they be deducted from sick leave.
- B. Personal leave days shall not be taken during the first week and the last week of the school year, except for documented, non-medical emergencies (i.e. emergencies not covered by the sick leave provisions) or other personal reasons approved by the Superintendent or designee.
- C. Two (2) personal leave days per school year may be used for "personal business which cannot be attended to at any other time." No further explanation, either oral nor in writing, is necessary if this reason (personal business) is given and the day shall be approved unless there is a conflict with subsections D, E or F below.
- D. Use of personal leave for personal business on any one day, shall be limited to the following:
  - 1. No more than two (2) members in a K-4 building;
  - 2. No more than three (3) members in a 5-12 building;
  - 3. No more than two (2) members assigned to the bus garage.

Preference shall be given to members who turn in their Employee Absence and Attendance Variation Form earliest to the Superintendent or designee. Special consideration will be made by the Superintendent or designee on occasions that require it.

- E. Requests for personal leave shall be made on the Employee Absence and Attendance Variation Form and shall be turned in to the Superintendent or

designee at least five (5) work days prior to the leave date, unless an emergency exists and it is impossible to provide advance notice.

- F. Personal leave days should not be used for a day immediately prior to or immediately following a holiday, vacation day (or days), or any other absence from work due to usage of any other type of leave including, but not limited to, sick leave.
- G. The following examples are not valid reasons for the use of personal leave:
  - 1. Gainful employment;
  - 2. Recreation; and
  - 3. Vacation.
- H. Falsification or improper use of personal leave will be considered grounds for disciplinary action such as a verbal warning or written reprimand. Any second offense involving improper use of personal leave will be subject to termination.
- I. The Superintendent or designee may authorize additional personal leave days for justifiable reasons. The reasons for such requests must be submitted in writing.
- J. Each regular full-time employee who works four or more hours per workday shall receive three personal leave days annually and be reimbursed \$75.00 for each personal day not used, to a maximum of \$150.00. In order to be eligible for such compensation, the regular employee must work a minimum of 90 days. The compensation will be paid to the member with their second regular payday in July.
- K. Cafeteria Employees: The use of personal leave for purposes set forth in this article will be limited to no more than two (2) Cafeteria employees on any one day. Preference will be given to those Cafeteria employees who turn in their Employee Absence and Attendance Variation form earliest to the Superintendent or designee. Special consideration will be made by the Superintendent or designee on occasions that require it.

## **ARTICLE 20 - PAYROLL DEDUCTION AND PAY PERIOD**

### **Section 1.**

The Board agrees to deduct, in seventeen (17) equal installments commencing with the second paycheck in October of each year, dues for the Ohio Association of Public School Employees and for the Chapter, when so authorized in writing by the member. Monies so deducted shall be paid to the Ohio Association of Public School Employees at 6805 Oak Creek Drive, Columbus, Ohio 43229.

**Section 2.** Authorization for dues deduction, pursuant to Section 1, must be delivered to the Board Treasurer on or before October 1st of each year, and shall remain in full force and effect for a period of one year, except a dues deduction authorization may be withdrawn, in writing, during a ten (10) day period from September 1st through 10th. If a dues deduction authorization is not revoked, in writing, during such period it shall remain continuously in effect for an additional one year period.

**Section 3.** Any authorizations for dues deduction from new members to the District which are delivered to the Board Treasurer after October 1<sup>st</sup> shall remain in full force and effect through September 1<sup>st</sup> and continuously thereafter for additional one year periods unless revoked pursuant to the procedure described in Section 2.

**Section 4.** Following October 10th, the Board Treasurer shall provide OAPSE, at its request, a list of all persons subject to dues deduction.

**Section 5.** OAPSE shall indemnify and hold the Board harmless against any and all claims, suits, demands, or other form of liability that may arise out of or are in any way related to the deduction of dues.

**Section 6.** All members will be paid every other Friday. When a pay day falls on a holiday, the preceding day shall be the pay day with the member receiving his/her pay during the normal hours of his/her shift. Approximately every seventh (7th) school year the Board Treasurer will calculate the member's yearly salary in 27 pay periods. The pay period will remain every other Friday.

**Section 7.** Agency Shop

The Union recognizes its obligations to fairly and equitably represent all members of the bargaining units whether or not they are members of the Union. Those that elect not to be members of Local 318 shall pay a fair share fee as set forth below. Members of Local 368 are Union members or pay a fair share fee.

#### **Fair Share Fee**

A. *Notification of Fair Share Fee*

The Board shall automatically deduct from the pay of members of the bargaining unit who elect not to become or to remain members of OAPSE Chapters 318 or 368 a fair share fee for OAPSE representation of such non-members. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to OAPSE Chapters 318's work in the realm of collective bargaining.

B. *Notification of the Amount of Fair Share Fee*

Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of OAPSE Chapters 318 or 368 shall be transmitted by the OAPSE State Office to the Board Treasurer on or about September 1 of each year for the purposes of determining amounts to be payroll-deducted for seventeen pays beginning with the

second pay in October. The Board agrees to promptly transmit all dues amounts deducted to the OAPSE State Office. The Employer agrees to give W-2 information from the preceding year to the OAPSE State Office by April 1<sup>st</sup> of each year.

C. *Schedule of Fair Share Fee Deductions*

Payroll deduction of such fair share fees shall begin at the second payroll in October except that no fair share fee deductions shall be made for bargaining unit members employed after October 1 until their second paycheck. The Board Treasurer shall, upon notification from OAPSE Chapters 318 and 368 that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. *Transmittal of Deductions*

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. *Procedure for Rebate*

OAPSE Chapters 318 and 368 represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. 4117.09(C) and that procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join OAPSE Chapters 318 or 368 and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. *Entitlement to Rebate*

Upon timely demand, non-members may apply to the OAPSE State Office for an advance reduction / rebate of the fair share fee pursuant to the internal procedures adopted by OAPSE Chapters 318 and 368.

G. *Indemnification of Board*

OAPSE Chapter 318 and 368 on behalf of itself and the Ohio Association of Public School Employees (OAPSE) and American Federation of State, County, and Metropolitan Employees, American Federation of Labor-Congress of Industrial Organizations (AFSCME, AFLCIO) agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, including payroll deduction, provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. OAPSE Chapters 318 and 368 shall reserve the right to designate counsel to represent and defend the Board;

3. The Board agrees to (a) give full and complete cooperation and assistance to OAPSE Chapters 318 and 368 and its counsel at all levels of the proceeding, (b) permit OAPSE Chapters 318 or 368 or its affiliates to intervene as a party if it so desires, and (c) not to oppose OAPSE Chapters 318 or 368 or its affiliates' application to file briefs *amicus curiae* in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**Section 8.** **P.E.O.P.L.E. Deductions:** Upon proper written authorization from the employee, the Board agrees to make the designated voluntary payroll deductions for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). These deductions shall be forwarded to the State along with other dues deductions.

#### **ARTICLE 21 - OVERTIME**

**Section 1.** All hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2). Holidays and calamity days shall be considered as time worked for purposes of calculating overtime. Bargaining unit members required to work on a holiday shall, in addition to their holiday pay, receive time and one-half (1 1/2) for all hours worked. Anyone who is called in on a vacation day will be paid time and one-half (1 1/2) for all hours worked in addition to their vacation pay.

There shall be no pyramiding of overtime pay. Scheduled overtime shall be distributed by rotation through an overtime list that is reset annually by seniority on July 1. The overtime lists shall be by job classification within a building, maintenance classification, and grounds classification. Snow plowers, grass cutters and other cross-classification services shall each have a separate overtime rotation list that is reset annually by seniority on July 1. If an employee declines overtime, the employee goes to the bottom of the rotation list. If an employee accepts an overtime assignment and then fails to work the overtime assignment, the employee goes to the bottom of the rotation list. If an employee three (3) times within a school year accepts an overtime assignment and then fails to work the overtime assignment, the employee shall be removed from the overtime rotation list for the remainder of the school year. If, despite good faith efforts by the designated supervisor to reach an employee, an employee is not reached, the employee shall retain his/her place on the rotation list and the supervisor may go to the next person on the rotation list.

**Section 2.** When called by their supervisor, bargaining unit members employed as head custodians, maintenance workers, snow plowers, and mechanics must report for work in the event of snowfall requiring plowing, boiler failure, water line break, loss of gas, electrical, or water service, bus breakdown, a breaking and/or entering of the building outside of normal building hours, freezer failure, bomb explosion,

fire, and/or natural disasters. Upon reporting as required, these bargaining unit members shall be paid a minimum of two hours wages.

**Section 3.** When the temperature outside is such that the buildings' boilers are activated, head custodians are required to check their buildings once each weekend to ensure that the boilers are properly functioning and the buildings are secure. Head custodians shall be paid a minimum of two hours wages for performing this building check; however, the head custodian is required to work a minimum of one hour when they come in and should perform any catch up work, outstanding minor repairs or other work as needed if the building check does not take an entire hour.

**Section 4.** Overtime assignments for District Security Officers shall be rotated based upon two seniority lists (full-time employees; part-time employees) and the date and time of the event. If an insufficient number of full-time District Security Officers are available, then part-time District Security Officers may be used.

If an insufficient number of District Security Officers are selected through the regular rotation process, the Director of Security shall assign the overtime based upon a reverse District-wide seniority rotation list.

## ARTICLE 22 - CALAMITY DAYS

### **Section 1. Calamity Day Pay**

All regular bargaining unit members shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed due to an epidemic or other public calamity as declared by the Superintendent or the Governor of Ohio.

### **Section 2. Mandatory Work on Calamity Days**

Bargaining unit members employed as head custodians, maintenance workers, snow plowers, and mechanics must report for work on Calamity Days. If released from work after appearing, these bargaining unit members shall be paid a minimum of two hours wages. If a member is unable to report to work on a calamity day, he/she shall notify his/her designated supervisor as early as possible and if at all possible, prior to the designated start of his/her shift.

### **Section 3. Pay for Work on Calamity Days**

Any bargaining unit member required to work on a Calamity Day shall receive in addition to the pay for the calamity day, straight time pay for all hours actually worked.

### **Section 4. No Loss of Paid Leave on Calamity Days**

A member who has requested and has been granted sick leave, personal leave or vacation leave on a day when there is no school, owing to it having been declared a Calamity Day, is not charged with sick leave, personal leave or vacation leave. The member shall file an

*Employee Absence and Attendance Variation Form* marked "Change of Previous Action" and completed according to the instructions on the back of the form.

**Section 5. Make-Up Days**

When, due to adverse weather conditions or otherwise, the Board is required to schedule make-up days in order to complete a legal school year for all students, bargaining unit members shall not be eligible for additional compensation for working on the make-up days if they have already received pay for canceled school days beyond the five (5) days built into the school year calendar.

**ARTICLE 23 - REPORT PAY**

The Board agrees that any time a bargaining unit member is called to work and the work for which s/he is called in to perform is not available, he/she will be paid two hours at his/her regular rate of pay and will perform for one hour any other work that may be assigned by his/her supervisor, if needed at that time, consistent with his/her job description. If no work is assigned, the employee may leave.

**ARTICLE 24 - TRAVEL ALLOWANCE**

Any bargaining unit member required to use his/her own vehicle for school business shall be paid at the I.R.S. approved rate per mile for actual travel distance. A bargaining unit member required to use his/her vehicle shall receive prior written approval from the Building Principal or Superintendent or designee and submit mileage reimbursement to the Board Treasurer for payment on a monthly basis. Travel reimbursement will only be paid for mileage reported on the Board's authorized travel form and if the form is turned in a timely manner (i.e., within five (5) days of the end of the month).

**ARTICLE 25 - UNIFORM ALLOWANCE**

**Section 1.** Cafeteria bargaining unit members are required to wear a standard board designated white uniform. A uniform and shoe allowance of Two Hundred Fifty Dollars (\$250.00) will be paid in June of each year to those cafeteria bargaining unit members who have completed a full school year of service (i.e., worked at least 120 days). The employee shall submit a receipt verifying the purchase of the uniforms and shoes before payment shall be made. Reimbursement shall be for the amount of the receipt up to the maximum of \$250.00. It is expected each employee shall have a minimum of five (5) uniforms.

**Section 2.** Grounds/Maintenance and Custodial bargaining unit members, along with mechanics, are required to wear a standard board designated navy blue uniform and steel toe shoes. A uniform and shoe allowance of Two Hundred Fifty Dollars (\$250.00) will be paid in June of each year to those Grounds/Maintenance and Custodial employees who have completed a full school year of service (i.e., worked at least 120 days). The employee shall submit a receipt verifying the purchase of the uniforms and shoes before payment shall be made. Reimbursement shall be for the amount of the receipt up to the maximum of

\$250.00. It is expected each employee shall have a minimum of five (5) uniforms.

**Section 3.** All full time bus drivers and mechanics shall be reimbursed for approved transportation department jackets and shirts up to One Hundred Fifty Dollars (\$150.00) every two years, upon submitting a receipt verifying the purchase. (Navy blue.) Reimbursement shall be for the amount of the receipt up to the maximum of \$150.00.

**Section 4.** District Security Officers shall receive \$150 each year for approved security uniform items which include a jacket, shirts, pants and a pair of shoes. Each District Security Officer upon hire shall receive \$250 for the approved security uniform items. Reimbursement shall be made upon submission of a receipt for the amount spent up to the \$250/\$150 amounts, whichever applies.

#### ARTICLE 26 - PAID HOLIDAYS

**Section 1.** **12 Month Employees**

All regular bargaining unit members who work 12 months will be entitled to the following paid holidays:

July 4 <sup>th</sup>	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day	President's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day

**Section 2.** **10 Month Employees**

All regular 10-month bargaining unit members shall be entitled to the following paid holidays:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Martin Luther King Day
Christmas Eve	President's Day
Christmas Day	Good Friday
	Memorial Day

**Section 3.** **Special Circumstances**

In the event that any designated paid holiday falls on Saturday, Sunday or Monday, the Board will notify the OAPSE President of the alternate paid holiday.

**Section 4. Eligibility for Holiday Pay**

To receive holiday pay, the employee must be eligible to receive compensation for the work day before and the work day after the holiday.

**Section 5. Work on a Holiday**

Employees who are required to report to work on a holiday shall work a minimum of four (4) hours and shall be paid time and one-half for such work in accordance with Article 21, Section 1 of this Agreement upon submission of appropriate documentation of the total number of hours worked and the work performed. The work assigned must be consistent with the employee's job description.

**Section 6. NEOEA Day**

NEOEA Day is a mandatory in-service training day. Employees will only be paid for attending an in-service. No work will be offered on that day. Attendance of an in-service training or class located off-site must be approved by the employee's immediate supervisor. An employee must provide written verification of attendance of an off-site in-service training or class in order to receive pay for the day.

**ARTICLE 27 - VACATIONS**

**Section 1.** Only bargaining unit members whose established contractual year is twelve (12) months shall receive a vacation benefit. Employees who are serving a probationary period and who successfully complete the probationary period shall be entitled to a vacation benefit after the probationary period is over. This benefit shall be prorated beginning with the date of employment in a position eligible for this benefit. The benefit shall be computed according to the following schedule for employees hired on or before December 31, 1999.

<u>Year Completed</u>	<u>Vacation Days</u>
Less than 1	Prorated (based on receipt of 10 days for working a complete year)
1 -4	10 days
5	11 days
6	12 days
7	14 days
8	15 days
9	16 days
10	17 days
11	18 days
12	19 days
13	21 days
14	22 days
15	23 days
20 – 25	25 days
26	26 days
27 – on	27 days

The benefit shall be computed according to the following schedule for employees hired on or after January 1, 2000:

<u>Year Completed</u>	<u>Vacation Days</u>
Less than 1	Prorated (based on receipt of 10 days for working a complete year)
1 -7	10 days
8 - 10	15 days
11 - 14	18 days
15 - 18	20 days
18 - 21	22 days
22 - on	25 days

**Section 2.** As used in this section, “years completed” means years employed as a full time, benefited employee in the Warrensville Heights City School District.

**Section 3.** Vacation leave shall be granted on a seniority basis except that such leave shall in no way jeopardize staffing requirements in the individual buildings and other areas of assignment.

Vacation leave shall be scheduled on a seniority basis within job classifications and within buildings. By **June 1st** of each school year, the Board shall designate anticipated minimum staffing levels for each week of the upcoming school year and the employees shall have reserved their vacation days for the school year in such a manner so as to maintain the minimum staffing levels for each week. The most senior employee within the job classification and within the building shall indicate the days they wish to reserve for vacation, then the next most senior, and so forth until all employees with vacation entitlements have reserved their vacation days. This process shall be concluded by **June 30th** of each year **for vacations to be taken during the subsequent school year (July 1-June 30)**.

If an employee has reserved his/her vacation days and then is not able to take vacation as reserved or if an employee has not reserved dates for all of his/her vacation days, the employee must reserve replacement dates that do not interfere with dates already reserved by other employees.

Vacation days may not be carried over from year to year (i.e. they must be used in the year allotted). If the Superintendent or his/her designee requests an employee to cancel his/her reserved vacation days due to special circumstances, and the employee voluntarily agrees to cancel such leave, and the employee is not able to reschedule said vacation days before the end of the calendar year, the employee shall be paid for such days.

**Section 4.** During a bargaining unit member’s initial year of employment, vacation shall be prorated based on the number of months worked prior to July 1.

- Section 5.** In case of death of a bargaining unit member, the prorated portion of his/her unused vacation leave for the current year shall be paid to the surviving spouse, or other beneficiary.
- Section 6.** For purposes of this article, seniority shall be as defined in Article 16, Section 4.
- Section 7.** Employees may not take vacation during the last two weeks of the student school year or the week prior to the start of the student school year without approval of the Superintendent or designee.
- Section 8.** Employees who retire at the end of the school year (June 30) will be entitled to the full year of vacation and will be paid for any unused vacation for that year upon retirement. Employees who retire other than at the end of the school year, who resign, or are terminated, will receive a prorated amount of vacation up until the time they separate their employment, and, if they have taken more than their prorated allotment, shall have such deducted from their final pay.
- Section 9.** Vacation must be requested at least 48 hours in advance unless there is an emergency.

#### **ARTICLE 28 - SICK LEAVE**

- Section 1.** Sick leave for bargaining unit members will be earned at 1 ¼ days per month and may be accumulated without limitation.
- Section 2.** Sick leave may be used in the event of illness or injury of the bargaining unit member (including any disability related to pregnancy) or for illness, injury or death of a member of the employee's immediate family, which is interpreted to include father, mother, spouse, child or member of the immediate household.
- Section 3.** Each regular full time employee shall receive compensation for not missing work as stated below:

Sick days used:	$\frac{0}{\$150}$	$\frac{1-3}{\$100}$
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Bargaining unit members shall receive a stipend with their second regular payday in July for the compensation listed above. In order to be eligible for this compensation, the regular full time employee must work a minimum of ninety (90) workdays. Employees with perfect attendance will receive a perfect attendance certificate along with their attendance stipend.

- Section 4.** Absent a documented emergency situation, bargaining unit members must notify the administration at least two (2) hours prior to the start of his/her assigned shift of the need for sick leave. Bargaining unit members are required to report their intended sick leave absences to the classified employee absence reporting line if during normal business hours (8:00 a.m. to 4:30 p.m.), or his/her supervisor by phone and the employee absence reporting line if outside normal business hours (4:30 p.m. to 8:00 a.m.). Upon return to work from the sick leave absence, the

member must complete the Employee Absence and Attendance Variation Form and submit the form to his/her immediate supervisor within one (1) day of returning to work. Unless the member requests in writing and is granted an extension by his/her supervisor in writing, failure to submit the form in a timely manner shall cause the absence to be considered unapproved/unpaid. Falsification of the Form is grounds for suspension and/or termination of employment.

**Section 5.** If the bargaining unit member knows in advance that it will be necessary to use sick leave, then the member should give the administration as much advance notice as possible of the anticipated period of time when sick leave will be used. Examples of situations when advance notice normally will be possible include, without limitation, scheduled surgery, pregnancy, and confinement to a hospital for testing.

**Section 6.** If a member uses more than three (3) consecutive days for sick leave, and the employee or a member of his/her immediate family requires medical attention from a licensed physician, the employee must submit, along with the Attendance Variation Form, medical certification from the licensed physician stating the nature of the illness or injury that is causing the use of sick leave. If a member is absent for five consecutive days or more, the employee must notify the Director of Human Resources or designee of the reason for the absence. The Director of Human Resources or designee may require medical certification from a licensed physician stating the nature of the illness or injury causing the use of sick leave for either the employee or member of the immediate family.

**Section 7.** If a member consistently is absent in a discernible pattern (e.g., takes sick leave in combination with vacation, holiday and/or personal leave, or on Mondays, Fridays, or paydays) or is excessively absent, the Director of Human Resources or designee may require medical certification from the employee's licensed physician stating the nature of the illness or injury causing the patterned use of sick leave and/or may require the employee to be examined by a Board's licensed physician, and/or may refer the employee to the Employee Assistance Program (EAP) for counseling.

#### **ARTICLE 29 - JURY DUTY**

When a regular full or part-time bargaining unit member serves as a juror, the Board will pay such member the member's regular compensation. The member may retain the remuneration received for jury service.

#### **ARTICLE 30 - ASSAULT LEAVE**

**Section 1.** The Board will provide a bargaining unit member up to a maximum of four (4) weeks paid assault leave and maintain the member on full pay status during the period of such absence when the member is absent due to a physical disability resulting from a physical attack by a person(s) other than a staff member in the

Warrensville Heights City School District which occurs in the course of the member's Board employment, under the following conditions:

- A. The bargaining unit member who has been physically attacked must furnish a written, signed statement on forms provided by the Board to justify use of assault leave.
- B. When medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. The person committing the physical attack against the member was not employed in the Warrensville Heights City School District in any capacity on or about the date of such physical attack.

**Section 2.** The Board shall continue to pay the bargaining unit member's fringe benefits while on assault leave.

**Section 3.** Falsification of either a written, signed statement or a physician's certificate may be grounds for suspension and/or termination of employment.

**Section 4.** Assault leaves granted under these provisions shall not be charged under sick leave earned or earnable under O.R.C. 3319.141 or leave granted under regulations adopted by the Board.

**Section 5.** If the member is physically disabled by the attack for longer than four (4) weeks, the Superintendent or designee may approve an extension of assault leave and require a second medical opinion to substantiate such leave extension unless the Board at its discretion wishes to extend such leave.

**Section 6.** If a member's absence resulting from attack is covered by Workers' Compensation, the Board shall provide said member with the same income he/she received at the time of his/her attack. In the event a delayed award by Workers' Compensation results in a total combined payment to the bargaining unit member that is in an amount equal to more than the member's normal per diem rate, the excess payment will be returned to the Board.

**Section 7.** The member agrees to file charges against the person(s) perpetrating the attack. An employee receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker.

**Section 8.** Any exception beyond the above must be recommended by the Superintendent or designee and approved by the Board.

## **ARTICLE 31 - BEREAVEMENT LEAVE**

**Section 1.** Two (2) consecutive days absence per occurrence will be allowed to bargaining unit members for death in the immediate family which is interpreted to include:

father, mother, spouse, child, sibling, grandparent, and grandchildren. Documentation (i.e. death notice, death certificate, certificate from funeral direct, etc.) must be attached to the Attendance Variation Form.

**Section 2.** Leave provided under this Article shall be separate paid leave, and shall not be charged against accumulated sick leave.

## **ARTICLE 32 - ILLNESS / DISABILITY / OTHER LEAVE**

### **Section 1.** **Illness or Disability**

- A. A bargaining unit member may submit a written request for a leave of absence for reasons of illness or other disability. The Board shall grant such leave of absence for a period of time not to exceed 730 calendar days. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.
- B. Without request, the Board may grant similar leaves of absence and renewals thereof to a regular bargaining unit member because of physical or mental disability, but such member may have a hearing of such unrequested leave of absence or its renewal in accordance with O.R.C. 3319.16.

### **Section 2.** **Other Leave**

A member may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. Such requests for leaves up to two weeks shall be submitted to and acted upon by the Superintendent or designee. Such requests for leaves in excess of two weeks shall be submitted to and acted upon by the Board, which may approve a leave for a period not to exceed six months. Upon subsequent request, such leave may be renewed by the Board at its discretion.

### **Section 3.** **Benefits During Leave**

- A. Leaves granted under this Article shall be without pay or benefits.
- B. Bargaining unit members granted leaves under this Article shall have the opportunity of continuing to receive group insurance coverage by paying the full amount of the premiums for such coverage to the Board Treasurer by the first of each month. Failure to pay the full amount of such premiums when due will terminate group insurance coverage and the member's right of further participation.

**Section 4. Return to Service**

Upon the return to service of a bargaining unit member granted a leave under this Article, he/she shall be reinstated to the same or similar position provided the member is capable of fully meeting the requirements of the position.

**Section 5. Reduction in Force**

The provisions of this Agreement relating to Reduction in Force and recall shall apply to bargaining unit members on leave granted under this Article.

**ARTICLE 33 - PARENTAL LEAVE**

A bargaining unit member may request and be granted a parental leave of absence without pay or benefits on the conditions set forth below:

**Section 1. Commencement of Leave**

The leave of absence shall be for the balance of the school year in which a child under one year old is born or adopted, unless such leave is earlier terminated as hereinafter provided. It may begin:

- A. In the case of a pregnant member, when the member's eligibility for paid pregnancy-related sick leave ends;
- B. In the case of an adoptive parent, within two weeks of the receipt of custody; and
- C. For other members, within two weeks of the birth of a child.

**Section 2. Application for Leave**

Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave is to commence and the date the member anticipates returning to service. Such return date shall be the beginning of the next succeeding school year, unless the member makes a mutual agreement with the Superintendent or designee to extend the leave for up to one more school year, as provided in Section 3.

Application for parental leave prior to childbirth should be made at least thirty days before the beginning date of the leave. Application for leave for the period beginning with the expiration of a period of pregnancy disability which must be certified by an attending physician, or for leave related to child care should be made at least thirty days before the beginning date of parental leave.

**Section 3. Extension of Leave**

The leave may be extended for one (1) additional school year upon written request of the member to the Superintendent or designee for approval, made not later than the 1<sup>st</sup> of

April preceding the school year for which such a leave is requested. Such request must be approved by the Board prior to extension.

**Section 4. Relationship to Sick Leave**

Any bargaining unit member who elects to use sick leave may, if she/he chooses, begin parental leave after the disability has expired. No bargaining unit member may receive sick leave benefits while on parental leave.

**Section 5. Return from Leave**

A bargaining unit member who desires reinstatement at the beginning of the next school year shall notify the Superintendent or designee on or before April 1. Upon return from approved parental leave, the bargaining unit member shall be entitled to reinstatement at the same position or to a substantially equivalent position for which the member is qualified. If said leave is extended, the same provision shall apply.

**Section 6. Insurance**

Where the group insurance policy permits, a bargaining unit member on parental leave may continue to participate in those benefits which are provided to other members by payment of the group rate for such benefits.

**ARTICLE 34 - EXTENDED FAMILY ILLNESS LEAVE**

**Section 1. Extended Family Illness Leave**

A leave of absence without pay for up to one (1) year may be granted to a bargaining unit member for the purpose of caring for an incapacitated member of the bargaining unit member's immediate family at the discretion of the Superintendent or designee and if approved by the Board. Medical evidence to the satisfaction of the Superintendent or designee and the Board must be presented by the bargaining unit member. Unless of an emergency nature, such a request must be submitted, in writing, to the Superintendent or designee at least four (4) weeks prior to the date the leave is to become effective.

**Section 2. Family & Medical Leave Act**

In addition to the above benefits, members of the bargaining unit shall be entitled to leave as provided in the Family & Medical Leave Act of 1993 and the regulations adopted by the U.S. Department of Labor. For purposes of this section, "12 month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). Eligible employees are entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

A. Purpose

Eligible employees may take up to 12 weeks in any 12-month period for the following qualifying reasons:

1. The birth of the employee's child and to care for the child within one (1) year of the child's birth;
2. The placement of a child with the employee for adoption or foster care and to care for the adopted child or foster child within one (1) year of the child's arrival;
3. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition;
4. The employee's own serious health condition prevents him/her from performing the function of his/her job; and
5. A qualifying military event.

Employees shall be eligible for FMLA leave if they have been employed for at least 12 months and performed at least 1,250 hours of service during the 12-month period immediately preceding the leave. Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Agreement. Failure of an employee on approved leave to make timely payments of employee required contributions will result in such coverage being discontinued.

B. Usage

1. The employee shall give the Human Resources department thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize the forms provided by the Human Resources department.
2. FMLA leave may be taken intermittently in accordance with the law.
3. The Administration is responsible for notifying employees that it intends to designate leave, paid or unpaid, as FMLA leave qualifying.
4. FMLA leave granted in military situations to care for a covered service member with a serious injury or illness may be extended up to 26 weeks for qualifying reasons.

C. Consistency with FMLA Law

If changes are made to current FMLA Law that conflict with the provisions in this section, said changes in law shall supersede the affected provision.

**ARTICLE 35 - NOTIFICATION AS TO RETURN FROM LEAVE**

**Section 1.** Bargaining unit members on all types of leaves of absence shall notify the Superintendent or designee to arrange their appropriate return date. This should be done prior to the termination of the leave.

**Section 2.** All bargaining unit members on leave status shall notify the Superintendent or designee, in writing, by July 1 to specifically state their intention to return to their position in the succeeding school year, or to seek an extension of their leave, or to submit their resignation. A request for leave extension also should be submitted at the earliest possible date or the likelihood of positive approval for the extension will be steadily lessened as the bargaining unit member delays his/her written request.

**ARTICLE 36 - GROUP INSURANCE  
WHILE ON UNPAID LEAVE OF ABSENCE**

**Section 1.** A bargaining unit member who is granted an unpaid leave of absence for parental, sabbatical, extended family illness, or personal illness shall be eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Board Treasurer's office. The Board will not be responsible for any costs associated with this item.

**Section 2.** If the bargaining unit member chooses to participate in the group insurance plan for health benefits and life insurance, he/she must make his/her payment to the Board Treasurer's office on a monthly basis as prescribed by the Board Treasurer. If the employee fails to pay the Board Treasurer's office during any one month, his/her group health insurance benefits and group life insurance shall be canceled for the duration of his/her leave of absence.

**ARTICLE 37 - WAGES AND LONGEVITY**

**Section 1.** **Wages**

The salary schedule attached hereto and made a part hereof shall be effective July 1, 2011.

**Section 2.** Step increases shall occur on July 1 of 2011. To move a step, the employee must have worked for the Board at least 120 days during the school year. During years two and three of this Agreement, employees shall remain at their then-current step and shall not progress to the next step, i.e., from Step 5 to Step 6, on the salary schedule attached as Appendix B.

Wages shall remain unchanged during year one of this Agreement. In year two of this Agreement each bargaining unit member shall receive a one percent (1%) wage increase. In year three of this Agreement each bargaining unit member shall receive a one-half percent (0.5%) wage increase.

An annual longevity stipend shall be paid to 12-month employees who work full-time (8 hours per day) as follows based upon their length of service in the District:

11 - 15 years = \$500 (end of each school year).

16 - 20 years = \$1,000 (end of each school year).

21 or more years = \$1,500 (end of each school year).

Members who work less than full-time and/or fewer than 12 months shall have their longevity stipends prorated. The annual longevity stipend will be paid with the second regular payday in July.

**Section 3.** A signing bonus of \$600.00 shall be paid to each bargaining unit member with the first pay of the 2011-2012 school year.

### **ARTICLE 38 - HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

**Section 1.** Except as otherwise required by applicable law, during year one of the Agreement, the Board shall pay ninety one and one-half percent (91.5%) of the total cost of UCR single or family hospitalization and major medical insurance for all regular bargaining unit members employed prior to January 1, 1998, who are normally assigned to work twenty (20) hours per week. The remaining eight and one-half percent (8.5%) shall be paid by each bargaining unit member. Thereafter, the Board shall pay ninety percent (90%) of the total cost of UCR single or family hospitalization and major medical insurance for eligible bargaining unit members and the remaining ten percent (10%) shall be paid by each bargaining unit member. The District shall only be required to offer SuperMed Select as offered by Medical Mutual and Kaiser Permanente to bargaining unit members at benefit levels equal to or better than the level of benefits in effect at the expiration of the preceding contract.

**Section 2.** When husband and wife are employed by the Board, only one (1) spouse may elect the family hospitalization and major medical coverage, and the other employee-spouse shall be covered by that one family plan. In the event of unforeseen circumstances such as death, divorce and layoff, the Board shall provide an open enrollment period so that either spouse shall not have to be without hospitalization and major medical insurance.

**Section 3.** **Spousal Waiver**

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board. Every employee whose spouse participates in the Board group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance (dental, vision or other such insurance) coverages sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance (or dental, vision or other such insurance), and such false information or such failure results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by an employee may be deducted from the benefits to which he/she would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from the group health insurance and/or prescription drug, dental, vision or other insurance coverage under the respective insurance plan. **If an employee submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.**

#### **Section 4.**

The parties shall create an Insurance Committee (that will include representatives from the WEA) to review the District's current insurance options and report back to their respective constituents on methods to reduce the District's and employees' costs for purchasing health / medical insurance. Each party may

appoint up to three members to the Committee. The Committee shall complete its review and make recommendations for reconfiguring the District's insurance offerings by April 1 of each school year. It is recognized by the parties herein that all of the provisions relative to Health Care Coverage may change upon the recommendation of the joint Health Care Insurance Committee.

**ARTICLE 39 - VISION INSURANCE**

The Board shall purchase through a carrier selected by the Board, single or family insurance protection for all regular bargaining unit members who are normally assigned to work twenty (20) hours or more per week. During year one of the Agreement, the Board shall pay ninety one and one-half percent (91.5%) of the total cost of premiums for scheduled benefits and the remaining eight and one-half percent (8.5%) shall be paid by each bargaining unit member. Thereafter, the Board shall pay ninety percent (90%) of the total cost of premiums for scheduled benefits and the remaining ten percent (10%) shall be paid by each bargaining unit member.

**Schedule of Allowances**

<u>Procedure / Product</u>	<u>Maximum Allowance</u>
Eye Examination	One per calendar year
By Ophthalmologist	\$60
By Optometrist	\$60
Lenses	One pair per calendar year
Single Vision	\$50
Bifocals	\$70
Trifocals	\$90
Lenticular	\$170
Contact Lenses	\$300 if medically necessary \$105 for cosmetic purposes
Frames	One frame per two consecutive calendar years \$60

If lenses are replaced without furnishing a new frame, the total allowance for both frames and lenses may be used for the cost of the lenses.

**ARTICLE 40 - DENTAL INSURANCE**

The Board shall purchase through a carrier licensed by the State of Ohio, family dental insurance protection for each regular bargaining unit member who is normally assigned to work twenty (20) hours or more per week equal to or exceeding the specifications below. During year one of the Agreement, the Board shall pay ninety one and one-half percent (91.5%) of the total cost of this program and the remaining eight and one-half percent (8.5%) shall be paid by each bargaining unit member. Thereafter, the Board shall pay ninety percent (90%) of the total cost of

this program and the remaining ten percent (10%) shall be paid by each bargaining unit member. The included benefits will be based on reasonable and customary dental fees.

### Specifications

Maximum benefits per covered persons	\$1,000 per year
Deductible	
Individual	\$25 per year
Family	\$50 per year
Co-Insurance Amounts (according to scheduled rate of benefits)	
Diagnostic and Preventative Services	100%
Routine Dental Services	80%
Major Dental Services	60%
Orthodontic Services*	50%

\* \$1000 lifetime maximum

In order to qualify for the above coverage, the bargaining unit member must work the equivalent of two and one-half (2-1/2) or more work days per week.

### **ARTICLE 41 - LIFE INSURANCE**

**Section 1.** The Board shall purchase group term life insurance for each regular bargaining unit member who is normally assigned to work twenty (20) hours or more in any week in the amount of Twenty Thousand Dollars (\$20,000) or the employee's base salary, whichever is greater, plus an equal amount of accidental death and dismemberment coverage. The full cost of this program shall be paid by the Board.

**Section 2.** Regular bargaining unit members may purchase additional group term life insurance up to a total of \$20,000 on top of the amount provided by the Board in Section 1. Participating members must specify the desired amount of extra insurance by September 30 of each school year (or within 30 days of hire for new employees). The member is responsible for paying the entire cost of this additional insurance and the premium will be deducted from the employee's biweekly pay.

**Section 3.** Bargaining unit members who work less than twenty (20) hours per week may purchase up to \$20,000 worth of group term life insurance at their own expense. The premium cost will be deducted from the employees' bi-weekly pay. Participating members must specify the desired amount of insurance by September 30 of each school year (or within 30 days of hire for new employees).

### **ARTICLE 42 - EMPLOYEE ASSISTANCE PROGRAM**

The Board shall purchase through an agency selected by the Board an employee assistance program service for all bargaining unit members. The full cost for the program shall be paid by

the Board. The program shall be such that the names of those utilizing the program are kept in confidence by the agency providing the service (i.e., the names shall not be provided to the Board).

#### **ARTICLE 43 - WORKERS' COMPENSATION**

**Section 1.** All bargaining unit members are covered by Ohio State Workers' Compensation laws in relationship to a work-incurred injury or accident.

**Section 2.** Any bargaining unit member who is either temporarily or permanently totally disabled as a result of an injury for which Workers' Compensation is payable may elect to receive Workers' Compensation benefits rather than accrued sick leave benefits or vacation pay. If, however, the member accepts vacation pay or sick leave benefits, he/she shall not be entitled to Workers' Compensation benefits until he/she directs the Business Manager to discontinue payment of sick leave or vacation pay.

**Section 3.** Insurance coverage otherwise provided by the Board will be continued for the remainder of the month during which the injury occurred and for the following two (2) months in those instances where the employee elects Workers' Compensation benefits.

**Section 4.** There shall be no duplication of medical benefits. If a bargaining unit member receives medical services and/or reimbursement through Workers' Compensation, he/she shall not be entitled to receive benefits through Board paid insurance for those same medical services. Similarly, if the member receives medical services and/or reimbursement through Board paid insurance, he/she shall not be entitled to receive benefits through Workers' Compensation for those same medical services.

**Section 5.** The Board of Education and OAPSE shall establish an ad hoc committee to address the increasing cost of workers' compensation claims and to formulate strategies to reduce the District's workers' compensation costs.

**Section 6.** Employees who are capable of and released by a licensed physician to return to work on a light duty assignment (i.e., with limited restrictions) must request a light duty assignment from the Business Manager within five (5) work days of same. The Board will determine whether such a light duty assignment is available. The employee will be notified by the Business Manager within five (5) days of his/her request whether a light duty assignment is available. The OAPSE President will also receive notice of whether a light duty assignment is available. Each situation will be reviewed on a case-by-case basis (i.e., on its individual merits).

#### **ARTICLE 44 - BOARD RESTRUCTURING OF EMPLOYEE RETIREMENT CONTRIBUTIONS**

**Section 1.** The Board will implement the "pick-up" of the bargaining unit member required contributions of the State Employees Retirement System (SERS) and the Board

Treasurer is hereby authorized, effective September 1, 1984, to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contribution to SERS in lieu of payment to such member, and that such amount contributed by the Board on behalf of the member shall be treated as a deferred salary from the contract salary otherwise payable to such member in cash.

**Section 2.** An addendum shall be added to each bargaining unit members' salary notice which states (1) that the member's salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the bargaining unit member; (2) that the Board will contribute to SERS an amount equal to the member's required contribution to SERS for the account of each member; and (3) that sick leave, severance, vacation, appropriate supplemental, extended service pay, and deduct rate shall be calculated upon both the cash salary component and "pick-up" component of the member's restated salary.

**Section 3.** The Board's total combined expenditures for bargaining unit member's total salaries payable pursuant hereto (including pick-up amounts), and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect. The sum of the cash salary and pick-up components shall not exceed the member's salary provided in the Salary Schedule.

**Section 4.** The Board shall compute and remit its employer contributions to SERS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as the bargaining unit member's gross income, said member's total salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a bargaining unit member's gross income, said member's total salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

**Section 5.** It is the bargaining unit member's sole responsibility to check with his/her annuity consultant to verify that this section will not place an individual beyond the applicable legal limits. The member bears the complete responsibility for any fiscal penalty or fine enacted by the Internal Revenue Service and shall not hold the Board responsible for the member's over payment or fine.

#### **ARTICLE 45 - PAY UPON RETIREMENT FOR UNUSED SICK LEAVE**

**Section 1.** When retiring from public service in the State of Ohio — PERS, STRS, SERS, or any combination thereof — all bargaining unit members may receive up to and including sixty-one and one-half (61½) working days pay for unused sick leave if properly earned according to the computation below and if the member directly retires from this School District.

**Section 2.** Upon retirement from the Warrensville Heights City School District, each bargaining unit member shall receive up to sixty-one and one-half (61½) days pay, at the per diem rate specified for his/her most recent regular assignment, for accumulated sick leave, such pay shall be calculated thusly:

- A. Accumulated sick leave days to a maximum of: 205 days X .25 X .10 times years in the Warrensville Heights City Schools (to a maximum of 10 years).
- B. If service in the Warrensville Heights City School District equals or exceeds 15 years then .12 will be used in place of the .10 in the calculation, to wit: 205 days X .25 X .12 times years in the Warrensville Heights City Schools (to a maximum of 10 years).

**Section 3.** Proof of retirement must be established prior to payment of severance pay. It is the responsibility of the retiree to furnish said proof to the Board Treasurer. The minimum proof accepted is an actual physical presentation of the second retirement check from the applicable retirement system.

**Section 4.** Payment of sick leave upon retirement under this Article eliminates all sick leave accrued by the bargaining unit member.

**Section 5.** The payment provided pursuant to this Article shall be paid in the second payday in January in the year following retirement.

#### **ARTICLE 46 - EARLY RETIREMENT INCENTIVE PROGRAM**

**Preamble** The parties expressly agree that this Article shall be null and void during the life of this Agreement, as it expired at the conclusion of the 2000-2001 school year (i.e., July 31, 2001).

**Section 1. Qualification and Amount of Benefit**

Each full-time member of the bargaining unit who retires (other than as disability retirement) at the end of either of the school years listed below in Section 2, Paragraph I shall, subject to the provisions of this Section, receive a lump sum cash payment as follows:

- A. If retirement is at the end of the school year (i.e., June 30) in which the bargaining unit member first becomes eligible to retire (i.e., first year of eligibility), an amount equal to 25% of that employee's salary (excluding supplemental contracts) during his/her final year of service with the Warrensville Heights City School District.
- B. If retirement is at the end of the school year (i.e., June 30) following the school year in which the bargaining unit member first becomes eligible to retire (i.e., second year of eligibility), an amount equal to 15% of that employee's salary (excluding supplemental contracts) during his/her final year of service with the Warrensville Heights City School District.

PARAGRAPH B EXPIRES ON JUNE 30, 2000, AND EMPLOYEES WISHING TO TAKE ADVANTAGE OF IT MUST DO SO BY THEN.

- C. If retirement is at the end of the second school year (i.e., June 30) following the school year in which the bargaining unit member first becomes eligible to retire (i.e., third year of eligibility), an amount equal to 10% of that employee's salary (excluding supplemental contracts) during his/her final year of service with the Warrensville Heights City School District. PARAGRAPH C EXPIRES ON JUNE 30, 2000, AND EMPLOYEES WISHING TO TAKE ADVANTAGED OF IT MUST DO SO BY THEN.

**Section 2. Conditions for Participation**

- A. The employee must, at the time of application for participation in this retirement incentive plan, be serving in a full-time position as a member of the bargaining unit.
- B. As of the effective date of retirement, the employee must have at least thirteen years of service with the Warrensville Heights City School District.
- C. Prior to applying for participation under this plan, the employee must determine through the State Employees Retirement System (SERS) the year in which he/she first becomes eligible to retire.
- D. As used in this section, "first becomes eligible to retire" means the first date on which the employee meets all requirements of SERS for retirement and all requirements of this section.
- E. If any employee purchases retirement credit (i.e., military service, other public service or any other similar credit), such purchased credit must be used in determining the year in which the employee "first becomes eligible to retire."
- F. The employee must submit, by May 1 of the year of retirement (for the 1999-2000 school year) or April 1 of the year of retirement (for the 2000-2001 school year), a written statement to the Superintendent announcing his/her intent to retire, which retirement date shall be the last day of that school year. This statement shall constitute the employee's resignation. Once delivered to the Superintendent, this resignation shall be irrevocable.
- G. After the employee receives his/her first retirement payment from SERS, the employee shall execute and deliver to the Superintendent written authorization directing SERS to furnish to the Board an itemized listing of the employee's retirement account showing the number of years of service credit for which contributions were made by an employer and/or purchased by the retiring employee.

- H. Provided all conditions under this section have been met, payment shall be made in one lump sum in the second payday in January of the following calendar year.
- I. This Early Retirement Incentive Plan is valid only the 1999-2000 and 2000-2001 school years.

#### **ARTICLE 47 - TAX SHELTERING**

Any program on tax sheltering of employees' SERS contribution accepted by the Teachers Association (STRS) shall be accorded to OAPSE.

#### **ARTICLE 48 - EQUALIZATION OF BENEFITS**

Should any other group of employees recognized for bargaining purposes by the Board be granted any other benefit, which would have a direct bearing upon fringe benefits, the same benefits in kind shall be offered to the members of this bargaining unit. As used in this Article, "fringe benefits" means sick leave, personal leave, extended family illness leave, bereavement leave, jury duty, hospitalization and major medical insurance, dental insurance, life insurance, vision insurance, travel allowance, and pay upon retirement for unused sick leave.

#### **ARTICLE 49 - DURATION OF FRINGE BENEFITS**

Duration of fringe benefits shall extend through August for bargaining unit members who leave the system at the end of the school year, unless the member chooses to receive total final payment of salary before the end of August.

#### **ARTICLE 50 - TRANSPORTATION**

##### **Section 1. Annual Bidding**

A list of the routes for the purpose of transporting children to and from school, including pre-kindergarten, pre-school, kindergarten and special education, assignments shall be assigned yearly.

##### **Section 2. Ongoing Bidding**

Vacancies on routes during the school year shall be posted for five working days. The only employees who are eligible to bid are those for whom the posted route would result in an increase in hours. The route shall be awarded to the eligible bidder with the most classification seniority. Each driver shall be limited to one route change based on bidding per year. If no employee bids on a vacant route, the Board has the right to assign the least senior driver to the position.

##### **Section 3. Extra-Curricular Bus Trips**

Extracurricular bus trips which are driven by bargaining unit members will be assigned on a rotating basis from the appropriate list in order of seniority, starting with the most senior driver and proceeding to the least senior driver. Drivers shall be given three days

notice of extra trips, except when three days notice is not possible. A driver who rejects the extra trip assignment rotates to the bottom of the list. Employees in the Bus Driver and Bus Driver/Grounds Maintenance classifications shall be included in the rotation for the extra-curricular bus trips. Dispatchers and mechanics are eligible for the after hours rotation only.

- A. Within 24 hours of posting for extra-curricular bus trips scheduled more than five (5) work days in the future, the driver next in rotation for an extra trip shall advise the Transportation Supervisor either on the assignment board or in writing on a form of his/her acceptance or rejection of that trip. For extra-curricular bus trips scheduled less than five (5) work days in the future, the driver next in rotation for an extra trip shall advise the Transportation Supervisor either on the assignment board or in writing on a form of his/her acceptance or rejection of that trip within one-half (1/2) work day.
- B. Any driver who fails to either communicate his/her decision on the assignment board or to return the form within 24 hours or one-half work day, whichever is appropriate, will be considered to have rejected that trip.
- C. Any driver who twice accepts a trip and then does not drive the trip, without a reasonable explanation (i.e., an emergency occurred that prevented him/her from driving), shall be removed from the rotation list for the remainder of the school year.
- D. Drivers shall not trade places on the rotation list. Bus Driver/Grounds Maintenance employees shall be eligible for field trips except if needed for emergency maintenance duties and when needed during grass cutting season, April 15 through October 1. Regular drivers cannot drive field trips during their assigned P.M. route. The Bus Driver/Custodian shall not be eligible to drive evening field trips.
- E. The Board may utilize a school van to transport a maximum of nine (9) students (or the maximum number permitted by law on the van) involved in a particular activity. Non-bus drivers may drive vans no more than forty (40) trips per year, and the Business Manager or designee will notify OAPSE when the van is used. The Business Manager or designee shall provide to the OAPSE President, by the 5th business day of each month, information concerning the van activity of the preceding month, including the nature of the event, the number of students transported and the total mileage of the trip. The Board may utilize a charter bus to transport students to events or activities occurring outside the Greater Cleveland area. The Greater Cleveland area shall be defined as Cuyahoga, Geauga, Lake, Lorain, Medina, and Summit Counties.
- F. Drivers who are assigned to drive to and from an event must remain with their buses at the location where their groups are taken during extracurricular bus trips. When the trip exceeds six (6) hours and there are

no concession stands at the location, the driver may, with prior notice to the certificated/licensed staff member in charge of the trip, take a 30 minute food break.

**Section 4. Posting**

The Board shall maintain three (3) field trip lists as follows:

- A. First Field Trip List - Weekdays before 2:30 p.m.
- B. Second Field Trip List - Weekdays between 2:30 p.m. and 5:00 p.m.
- C. Third Field Trip List - Weekdays after 5:00 p.m. and all day Saturday, Sunday and holidays.

The extra field trip rotation rosters shall be posted. Substitutes shall not take field trips unless a regular driver is unavailable. Extra trips will be assigned in a rotating basis from the appropriate list, in order of seniority. Dispatchers and mechanics are ineligible for all field trips listed on Field Trip Lists A and B except in an emergency.

**Section 5. Extra Trip Charges**

Any time a driver accepts a trip, that driver shall be charged on the appropriate list. If for some reason a driver cannot take a trip after accepting it, he/she will be charged for that trip and the trip will go to the next driver in rotation, who, in turn, will also be charged for that trip. In the event of a trip with less than twenty-four (24) hours notice, the trip rotation shall be followed with one exception — if the next three drivers cannot be contacted or decline the trip, it may be assigned to the first available driver. The driver who ultimately takes the trip will not be charged for that trip nor will the other three drivers be charged.

**Section 6. Extra Trip Cancellation**

If a trip is canceled with prior notice, the driver who has accepted the trip shall be eligible for the first trip succeeding the canceled trip for which drivers are not yet assigned. If a trip is canceled without notice after school hours or weekends only, the driver shall be paid a minimum of two (2) hours and will not be charged for that trip on the rotation (i.e., s/he will be eligible for the first trip succeeding the canceled trip for which drivers are not yet assigned) provided s/he performs one (1) hour of work as assigned by the Business Manager or designee. If no work is assigned, the driver may go home. If the driver elects not to perform the one (1) hour of work, he/she will be receive the two (2) hours of pay but will be charged for the trip on the rotation list.

**Section 7. School Closings**

- A. In the event the Warrensville Heights City Schools are closed, drivers who have assignments that day must report to work for their assigned duties unless notified in advance by the Transportation Supervisor or designee.

Drivers who are not assigned that day do not have to report and will not be paid for the day.

- B. On calamity days, Drivers do not have to report to work but they will be paid their regular rate of pay for those days.
- C. On holidays, drivers are not to report to work unless notified in advance by the Transportation Supervisor or designee. For NEOEA days, see Article 26, Section 6.

**Section 8. Bus Inspection**

- A. Each driver will conduct daily a bus inspection as provided by O.A.C. 3301-83-11 and certify completion of such inspection on forms provided by the Board.
- B. The administration will provide all drivers with a copy of the State of Ohio regulations for operating a school bus.

**Section 9. CDL Payment**

The Board of Education shall make a one time payment to any bus driver who is required to secure his/her CDL license, provided the employee submits documentation verifying that the test was taken and the actual cost involved. The amount of payment shall be determined as follows:

CDL	\$10.00 (maximum)
Skills Test	\$40.00 (maximum)

Total cost not to exceed \$50.00

Any employee who is required to retake the CDL or Skills Test shall bear the full cost of the test.

**Section 10. Overnight Trips**

A driver who has an overnight trip will receive time and one-half (1½) for all driving time hours after a forty hour work week, and time and one-half (1½) for all driving time on Saturday and Sunday. Further, a driver is guaranteed a minimum of six (6) hours sitting time, up to a maximum of eight (8) hours.

The driver will be lodged at the same establishment as the group of students he/she is transporting. The driver shall not stay in the same room as any of the students, coaches or chaperons. A maximum of \$25.00 a day will be reimbursed for meals, provided that receipts are turned in for meal expenditures.

**Section 11. Field Trip Compensation**

- A. Any driver who has a forty (40) hour work week shall receive time and one-half (1½) for all additional hours worked.
- B. The only exception to subsection A shall be field trips which are more than six (6) hours total trip time. In such a case, drivers who have a forty (40) hour work week will be paid time and one-half (1½) for all driving hours, and straight time for sitting time, excluding lunch (30 minutes).

**Section 12. Split Trips**

- A. Field trips on Saturdays or Sundays, which are six (6) or less hours in length, shall not be split. In calculating the length of the field trip, warm-up time shall be included.
- B. Field trips on Saturdays or Sundays over six (6) hours in length may be split; however, any driver who drives a split field trip shall receive a minimum of two (2) hours for each split. If inclement weather arises during the trip, the driver may contact the Business Manager or the on-call supervisor (who will be designated prior to the trip) to discuss whether to split the trip or to remain at the location.
- C. When a trip has been split, the driver who is required to return to transport students for lunch will remain with the students for the remainder of the trip. The driver will be paid as stated in Section 11.

**Section 13. Hours**

A regular full-time driver with an A.M. and P.M. run shall be guaranteed five (5) hours. Any driver who is assigned a mid-day take-home and pick-up shall receive an additional two (2) hours. If a driver has only one (1) of the foregoing mid-day runs, he/she will be guaranteed one (1) additional hour.

**Section 14. Mid-day Runs**

Mid-day runs shall be awarded by job classification seniority. All regular drivers who do not have a mid-day route shall be eligible to substitute for an absent regular driver. A list shall be maintained throughout the school year for drivers who are interested in substituting for regular mid-day drivers. This list shall rotate by seniority. In the event of a long absence (i.e., an absence of more than five (5) consecutive workdays), the most senior driver who does not have a regular mid-day route shall be assigned the run and shall remain on that run during the regularly assigned driver's entire absence (per occurrence).

**Section 15. Transportation Meetings**

Monthly transportation meetings may be held. Such meetings will be open to all members of OAPSE, including the OAPSE Field Representative.

**Section 16. Driver/Trainee Stipend**

A driver/trainee stipend of \$2.00 shall be granted to the bargaining unit members who train current employees for their CDL, provided such bargaining unit members are contemporaneously certified and are willing and able to train other employees.

**Section 17. Drug & Alcohol Testing for Employees Required to Possess a CDL**

A. *General Provisions*

1. No covered employee may use alcohol or a prohibited drug while performing his/her duties. Covered employees are prohibited from using alcohol within four (4) hours prior to performing their duties. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug, the employee shall immediately cease performing his/her duties for at least twenty-four (24) hours from the time of the Board's learning the results of such alcohol or drug test.
2. Covered employees shall submit to the following in accordance with Appendix C:
  - a. Pre-employment alcohol and/or drug test;
  - b. Post-accident alcohol and/or drug test;
  - c. Return-to-Duty Testing;
  - d. Random alcohol and/or drug test;
  - e. Reasonable suspicion alcohol and/or drug test; and
  - f. Follow-up alcohol and/or drug test.
3. Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.

B. *Employee Assistance Program*

1. Covered employees who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the employee assistance program, including use of accrued sick leave and personal leave, and will qualify for the receipt of medical insurance benefits for treatment of substance abuse including follow-up care, to the extent that such benefits are provided under this Agreement.
2. Voluntary disclosure of a drug or alcohol addiction by a covered employee will not subject a covered employee to disciplinary

action unless such disclosure is made after the covered employee is selected to be tested or immediately prior to the selection of covered employees to be tested. Nothing herein shall prevent the Board from disciplining a covered employee for misconduct associated with his/her drug and/or alcohol use regardless of whether the employee has disclosed that he/she has a drug or alcohol addiction.

C. *Disciplinary Action*

A covered employee will be subject to disciplinary action under this Section, up to and including termination, for any of the following reasons, in accordance with the terms of this Agreement:

1. Reports for duty or performs work while having an alcohol concentration of 0.02 or greater.
2. Reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug.
3. Refuses to submit to drug and/or alcohol testing.
4. Alters or attempts to alter alcohol and/or drug testing results.
5. Fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the covered employee leaves the scene of the accident prior to the submission of a post-accident test, unless the covered employee's departure is to obtain necessary emergency medical care).

D. *Miscellaneous*

1. All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the covered employee's regular rate of pay, or at his/her overtime rate, if applicable. Any covered employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a federally certified laboratory if so requested by a covered employee. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.
2. Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to

know basis - the employee, the employer, and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

3. A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable federal regulations.
4. All tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified (i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).
5. The alcohol and drug testing program shall be under the direction of the Superintendent or designee.
6. Upon request of a bargaining unit member who is being sent for testing based upon reasonable suspicion, the Board will notify the OAPSE President of the employee being sent for such testing.

## ARTICLE 51 - MISCELLANEOUS

### Section 1. Cafeteria

- A. Banquet and additional work shall be performed by regular cafeteria employees in rotation according to seniority within the building. Substitutes shall not perform additional work when regular employees are available.
- B. Banquet rates (e.g., extra cooking related to a special event being held in the building) shall be the employee's regular hourly rate plus four dollars (\$4.00) per hour, unless the employee has already worked forty (40) hours during the week in the employ of the Board and then the employee will receive overtime (i.e., 1 1/2 times the employee's blended rate calculated with the weighted average for those hours over forty (40)). An employee's banquet pay shall be included in the payroll check issued following the pay period in which it is earned.
- C. Non-banquet work outside an employee's normal work hours shall be paid at the employee's regular hourly rate, unless the employee has already worked forty (40) hours during the week in the employ of the Board and then the employee will receive overtime (i.e., 1 1/2 times the employee's regular hourly rate for those hours over forty (40)).

- D. When an employee is absent, additional hours shall be given to a regular employee and the substitute shall receive the fewest number of hours in that kitchen.
- E. The Board will offer the breakfast shift to the most senior Cafeteria employee in the building who is qualified to perform the assigned duties (e.g., cooking, serving and handling money). If no cafeteria employee is qualified in the building, the breakfast shift will be offered to the most senior cafeteria employee in the District who is qualified to perform the assigned duties and for whom the assignment will not interrupt his/her regular duties.

**Section 2. Maintenance / Grounds**

Except in unusual circumstances, overtime in the area the employee works shall be rotated by seniority.

**Section 3. Secretaries**

- A. The personal secretaries assigned to work for the Business Manager (2), Building Principals (6) and the Registration / EMIS Secretary (1) shall be designated as Class III Secretaries.
- B. If additional time is needed for 10 month secretaries due to the workload beyond the two (2) weeks at the beginning or at the end of the school year, the Building Principal may request, in writing, the additional time through the Superintendent.

**Section 4. Custodial**

- A. Except in unusual circumstances, overtime shall be rotated by building seniority.
- B. An annual workshop for custodians shall be given by the administrator in charge to update the needs of building maintenance.
- C. One personal locker will be provided for each regular full-time custodian, if available.
- D. Workshops and training will be provided to all custodial staff, as determined by the administration.

**Section 5. District Security Officers**

Work Hours: Full-time District Security Officers shall work eight (8) hours per day, with a one-half hour unpaid lunch for a total of eight-and-one-half (8-1 / 1/2) hours per day, five days per week. Part-time District Security Officers are individuals whose regular assignment is less than eight (8) hours per day.

**Section 6. Job Descriptions**

Currently approved job descriptions will be provided to bargaining unit members upon request in the Personnel office.

**Section 7. Transportation**

- A. On Teacher Conference Days, Transportation employees willing to work may be assigned to perform other duties such as attending in-services, washing buses, custodial work, etc.
- B. Bus drivers working in non-transportation assignments will be paid on the Laborer's wage grid, on the step consistent with their years of experience in the District. (This Section does not apply to employees in the Bus Driver/Grounds/Maintenance position.)
- C. Dispatchers and mechanics are not eligible to drive for any special after school programs such as Voyager. These programs shall rotate among the drivers in order of seniority for the length of the program.
- D. Unless assigned work in their job classification, Bus Drivers shall have the right to first choice for summer work at the wage rate set forth on the Laborer's grid.

**Section 8. Definitions**

- A. "Days" shall mean work days, unless specifically provided otherwise in this Agreement.
- B. "Seniority" and "classification seniority" shall mean the definitions set forth in Article 16 of this Agreement.

**Section 9. Health and Safety**

- A. Bargaining unit members shall not be required to work under conditions declared to be in noncompliance by the Ohio Department of Health, E.P.A., I.C.C. and O.S.H.A./P.E.R.R.A. The parties are committed to creating a safe and productive work environment.
- B. Dispensing of Medication:
  - 1. Members may be assigned to dispense (i.e. assist with the self-administration of) prescribed medication to students.
  - 2. The term "medication" shall not include injections.
  - 3. Bus drivers shall be responsible for dispensing medication in emergency situations (e.g., bee sting kits). All bus drivers shall receive training prior to the start of each school year, or prior to their first day of active duty if hired after the start of the school

year, in the proper dispensing of any necessary medications. Necessary medications will be provided to bus drivers responsible for the transportation of students for whom the medication may be needed. The building principal will identify such students to the applicable bus driver(s). Nothing herein, shall require bus drivers to dispense and/or administer routine medications to students.

4. The term "dispensing" shall mean to make the prescribed medication available and accessible to the student. No medication may be dispensed unless the person responsible for dispensing the medication has in his/her possession a copy of the most recent physician's statement authorizing the student to receive such medication.
5. Bargaining unit members who dispense prescribed medications to students will not be held liable in civil damages for dispensing or failing to dispense prescribed medication unless they act in a manner which constitutes gross negligence or wanton and reckless misconduct. The Board agrees to indemnify and hold the bargaining unit member harmless from any costs, expenses or civil judgments incurred as a result of the employee's good faith implementation of this provision (i.e. as a result of the member dispensing prescribed medication pursuant to this provision, unless the employee acts in a manner which constitutes gross negligence or wanton and reckless misconduct). The Board reserves the right to employ counsel to represent and defend any such claims made against the bargaining unit member, provided, however, that the member retains the right to employ co-counsel at his/her own expense.
6. Board Policy JHCD, concerning the dispensing of medication, shall be adhered to at all times.

#### **Section 10. General**

When an employee finds an error in his/her payroll check, s/he is responsible for reporting the error to the Board Treasurer within two (2) work days. The Board Treasurer will investigate and confirm whether or not an error has been made within three (3) work days. If the error is confirmed, the Board Treasurer will correct the error in the next payroll (i.e., the Board Treasurer shall adjust the subsequent paycheck amount up or down for the difference caused by the error).

#### **ARTICLE 52 –PARAPROFESSIONALS AND EDUCATIONAL AIDES**

- A. All Paraprofessionals and Educational Aides employed by the Board must be designated "Highly Qualified (HQ)" by completing one or more of the following requirements:

- (1) Complete at least two (2) years of study at an institution of higher education; or
- (2) Obtain an associate's degree or higher degree; or
- (3) Pass a formal State or local academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses (a) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or (b) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

B. Educational aides who possess or obtain an Associate's degree or a higher degree shall be paid an additional \$0.50 per hour starting the school year after s/he first notifies the Board in writing of having received the degree.

#### **ARTICLE 53 - CONFLICT WITH LAW AND SEVERABILITY**

**Section 1.** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be unenforceable, the remainder of the Agreement shall remain in full force and effect for the term of this Agreement.

**Section 2.** In the case of such invalidation, at the request of either party, the parties shall meet within 15 days to negotiate a replacement clause.

#### **ARTICLE 54 - COMPLETE AGREEMENT**

**Section 1.** The Board and OAPSE acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulations from the area of collective bargaining. The Board and OAPSE further acknowledge that the understandings and agreements arrived at as a result of such negotiations are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and OAPSE, and all prior agreements, oral or written, are hereby canceled. Except as specifically identified or described in this Agreement, all past practices or methods concerning employee wages, hours or other conditions of employment are hereby void and of no effect.

#### **ARTICLE 55 - DISTRIBUTION OF CONTRACTS**

**Section 1.** **Distribution of Contracts**

One copy of this Contract shall be provided to each member of the bargaining unit.

**Section 2. Cost of Printing**

The Board shall arrange for the printing of a sufficient number of copies of the Agreement, the cost of printing to be shared equally between the Board and OAPSE Chapters 318 and 368.

**ARTICLE 56 - DURATION**

This agreement shall be in effect from 12:00 a.m. on July 1, 2011, through 11:59 p.m. on June 30, 2014.

The parties agree that, should the District's finances improve, the terms of Article 37, Wages and Longevity; Article 38, Hospitalization and Major Medical Insurance; Article 39, Vision Insurance; and Article 40, Dental Insurance, of this Agreement may be reopened for bargaining consistent with Chapter 4117, including statutory impasse procedures, upon the written request of either party on or after April 1, 2013. The parties agree that only Articles 37, 38, 39 and 40 are subject to reopening.

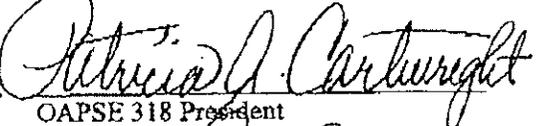
ARTICLE 57- SIGNATURES

This Agreement is signed on the 22 day of September 2011 effective July 1, 2011 by and between the Warrensville Heights City School District Board of Education and the Ohio Association of Public School Employees AFSCME / AFL-CIO and its Local Chapters #318 and #368.

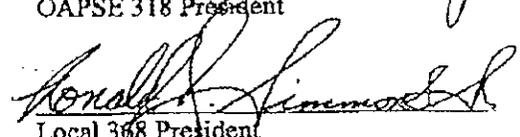
WARRENSVILLE HEIGHTS CITY  
SCHOOL DISTRICT BOARD OF  
EDUCATION

OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES AFSCME / AFL-CIO & ITS  
LOCAL CHAPTER #318 and #368

By:   
Board President

By:   
OAPSE 318 President

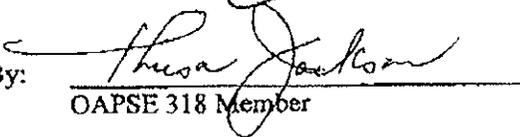
By:   
Treasurer

By:   
Local 368 President

By:   
Director of Human Resources

By:   
OAPSE Field Representative

By:   
Business Manager

By:   
OAPSE 318 Member

**APPENDIX A**  
**SALARY SCHEDULE INFORMATION**

**Secretaries**

Class III Highly Skilled Administrative Secretary  
Class II – Skilled Secretary  
Class I – Entry Skill Level Secretary / Receptionist

**Service Personnel**

**Maintenance**

Maintenance Technician

**Custodial**

Head Custodian, Secondary  
Head Custodian, Elementary  
Cleaner Custodian

**Grounds / Maintenance**

Grounds / Maintenance\*  
Laborer

\*Same salary schedule as Cleaner Custodian.

**Transportation Personnel**

Head Bus Mechanic  
Assistant Bus Mechanic  
Bus Driver

**Assistant Supervisors**

\*Assistant Supervisor of Transportation (position eliminated when person currently in position retires or resigns).

**Bookkeeper / Payroll / Computer Operator**

Class III – High Skill Level Bookkeeper / Computer Operator

Class II – Medium Skill Level Bookkeeper / Computer Operator

Class I – Entry Skill Level Bookkeeper / Computer Operator

A bookkeeper is defined as an employee who works full-time in the Board Treasurer's office. This category is not to be considered applicable to activity fund custodians in the buildings.

**Food Service Personnel**

Head Cook

Cook/Cashier

Class II – Server / Preparer (position will no longer to be filled)

Class I – Cashier (position will no longer to be filled)

**Miscellaneous**

Media Technician (210 days)

Graphics Operator / Typesetter

Library Assistant

**Education Aides**

Special Needs Children Aide

Transportation Aide

Educational Aide

Parties hereby agree as follows:

With regard to Service Personnel and the Grounds Maintenance classifications, it is the parties' intent to grandfather grounds employees and bus drivers/grounds maintenance employees who were employed as of June 30, 2000, concerning their employment such that the quality, quantity and pay rate shall remain the same as the current practice with the exception that grounds employees shall be placed at the laborer schedule based on the number of years the employee has worked in the District as a member of the bargaining unit.

With regard to the Transportation Personnel, the former Class II – Bus Driver, Maintenance, Transportation, Grounds or Building Employees, shall now be known as Bus Drivers. There is an intent by the parties to phase out the Bus Drivers/Maintenance classification except for persons who were actively holding the position as of June 30, 2000.

**APPENDIX B  
SALARY SCHEDULE**

Step	Description	Hourly rate for 2011-2012	Hourly rate for 2012-2013	Hourly rate 2013- 2014
1	10 month secretary class ONE	\$ 14.44	\$ 14.58	\$ 14.66
2	10 month secretary class ONE	\$ 14.88	\$ 15.03	\$ 15.10
3	10 month secretary class ONE	\$ 15.67	\$ 15.83	\$ 15.91
4	10 month secretary class ONE	\$ 15.82	\$ 15.98	\$ 16.06
5	10 month secretary class ONE	\$ 16.32	\$ 16.48	\$ 16.57
6	10 month secretary class ONE	\$ 16.76	\$ 16.93	\$ 17.01
7	10 month secretary class ONE	\$ 17.24	\$ 17.41	\$ 17.50
8	10 month secretary class ONE	\$ 17.70	\$ 17.88	\$ 17.97
9	10 month secretary class ONE	\$ 18.06	\$ 18.24	\$ 18.33
10	10 month secretary class ONE	\$ 18.41	\$ 18.59	\$ 18.69
1	10 month secretary class TWO	\$ 14.66	\$ 14.81	\$ 14.88
2	10 month secretary class TWO	\$ 15.15	\$ 15.30	\$ 15.38
3	10 month secretary class TWO	\$ 15.59	\$ 15.75	\$ 15.82
4	10 month secretary class TWO	\$ 16.08	\$ 16.24	\$ 16.32
5	10 month secretary class TWO	\$ 16.53	\$ 16.70	\$ 16.78
6	10 month secretary class TWO	\$ 17.02	\$ 17.19	\$ 17.28
7	10 month secretary class TWO	\$ 17.47	\$ 17.64	\$ 17.73
8	10 month secretary class TWO	\$ 17.95	\$ 18.13	\$ 18.22
9	10 month secretary class TWO	\$ 18.31	\$ 18.49	\$ 18.59

10	10 month secretary class TWO	\$ 18.68	\$ 18.87	\$ 18.96
1	10 month secretary class THREE	\$ 15.63	\$ 15.79	\$ 15.87
2	10 month secretary class THREE	\$ 16.11	\$ 16.27	\$ 16.35
3	10 month secretary class THREE	\$ 16.55	\$ 16.72	\$ 16.80
4	10 month secretary class THREE	\$ 17.30	\$ 17.47	\$ 17.56
5	10 month secretary class THREE	\$ 17.49	\$ 17.66	\$ 17.75
6	10 month secretary class THREE	\$ 17.97	\$ 18.15	\$ 18.24
7	10 month secretary class THREE	\$ 18.42	\$ 18.60	\$ 18.70
8	10 month secretary class THREE	\$ 18.93	\$ 19.12	\$ 19.21
9	10 month secretary class THREE	\$ 19.30	\$ 19.49	\$ 19.59
10	10 month secretary class THREE	\$ 19.68	\$ 19.88	\$ 19.98
1	12 month secretary class ONE	\$ 14.44	\$ 14.58	\$ 14.66
2	12 month secretary class ONE	\$ 14.88	\$ 15.03	\$ 15.10
3	12 month secretary class ONE	\$ 15.36	\$ 15.51	\$ 15.59
4	12 month secretary class ONE	\$ 15.82	\$ 15.98	\$ 16.06
5	12 month secretary class ONE	\$ 16.32	\$ 16.48	\$ 16.57
6	12 month secretary class ONE	\$ 16.76	\$ 16.93	\$ 17.01
7	12 month secretary class ONE	\$ 17.24	\$ 17.41	\$ 17.50
8	12 month secretary class ONE	\$ 17.70	\$ 17.88	\$ 17.97
9	12 month secretary class ONE	\$ 18.06	\$ 18.24	\$ 18.33
10	12 month secretary class ONE	\$ 18.41	\$ 18.59	\$ 18.69
1	12 month secretary class TWO	\$ 14.66	\$ 14.81	\$ 14.88
2	12 month secretary class TWO	\$ 15.15	\$ 15.30	\$ 15.38
3	12 month secretary class TWO	\$ 15.59	\$ 15.75	\$ 15.82
4	12 month secretary class TWO	\$ 16.08	\$ 16.24	\$ 16.32
5	12 month secretary class TWO	\$ 16.53	\$ 16.70	\$ 16.78

6	12 month secretary class TWO	\$ 17.03	\$ 17.20	\$ 17.29
7	12 month secretary class TWO	\$ 17.47	\$ 17.64	\$ 17.73
8	12 month secretary class TWO	\$ 17.95	\$ 18.13	\$ 18.22
9	12 month secretary class TWO	\$ 18.31	\$ 18.49	\$ 18.59
10	12 month secretary class TWO	\$ 18.68	\$ 18.87	\$ 18.96
1	12 month secretary class THREE	\$ 15.64	\$ 15.80	\$ 15.88
2	12 month secretary class THREE	\$ 16.12	\$ 16.28	\$ 16.36
3	12 month secretary class THREE	\$ 16.56	\$ 16.73	\$ 16.81
4	12 month secretary class THREE	\$ 17.06	\$ 17.23	\$ 17.32
5	12 month secretary class THREE	\$ 17.51	\$ 17.69	\$ 17.77
6	12 month secretary class THREE	\$ 17.98	\$ 18.16	\$ 18.25
7	12 month secretary class THREE	\$ 18.44	\$ 18.62	\$ 18.72
8	12 month secretary class THREE	\$ 18.94	\$ 19.13	\$ 19.23
9	12 month secretary class THREE	\$ 19.31	\$ 19.50	\$ 19.60
10	12 month secretary class THREE	\$ 19.69	\$ 19.89	\$ 19.99
1	Cleaner Custodian	\$ 15.94	\$ 16.10	\$ 16.18
2	Cleaner Custodian	\$ 16.47	\$ 16.63	\$ 16.72
3	Cleaner Custodian	\$ 17.08	\$ 17.25	\$ 17.34
4	Cleaner Custodian	\$ 17.74	\$ 17.92	\$ 18.01
5	Cleaner Custodian	\$ 18.61	\$ 18.80	\$ 18.89
6	Cleaner Custodian	\$ 19.73	\$ 19.93	\$ 20.03
7	Cleaner Custodian	\$ 20.13	\$ 20.33	\$ 20.43
8	Cleaner Custodian	\$ 20.53	\$ 20.74	\$ 20.84
9	Cleaner Custodian	\$ 20.94	\$ 21.15	\$ 21.26
10	Cleaner Custodian	\$ 21.35	\$ 21.56	\$ 21.67
1	Bus Dispatcher	\$	\$	\$

		16.33	16.49	16.58
2	Bus Dispatcher	\$ 16.83	\$ 17.00	\$ 17.08
3	Bus Dispatcher	\$ 17.53	\$ 17.71	\$ 17.79
4	Bus Dispatcher	\$ 18.17	\$ 18.35	\$ 18.44
5	Bus Dispatcher	\$ 18.95	\$ 19.14	\$ 19.24
6	Bus Dispatcher	\$ 20.11	\$ 20.31	\$ 20.41
7	Bus Dispatcher	\$ 20.51	\$ 20.72	\$ 20.82
8	Bus Dispatcher	\$ 20.92	\$ 21.13	\$ 21.23
9	Bus Dispatcher	\$ 21.33	\$ 21.54	\$ 21.65
10	Bus Dispatcher	\$ 21.77	\$ 21.99	\$ 22.10
1	Bus Driver	\$ 16.33	\$ 16.49	\$ 16.58
2	Bus Driver	\$ 16.83	\$ 17.00	\$ 17.08
3	Bus Driver	\$ 17.53	\$ 17.71	\$ 17.79
4	Bus Driver	\$ 18.17	\$ 18.35	\$ 18.44
5	Bus Driver	\$ 18.95	\$ 19.14	\$ 19.24
6	Bus Driver	\$ 20.11	\$ 20.31	\$ 20.41
7	Bus Driver	\$ 20.51	\$ 20.72	\$ 20.82
8	Bus Driver	\$ 20.92	\$ 21.13	\$ 21.23
9	Bus Driver	\$ 21.33	\$ 21.54	\$ 21.65
10	Bus Driver	\$ 21.77	\$ 21.99	\$ 22.10
1	Assistant Mechanic	\$ 16.83	\$ 17.00	\$ 17.08
2	Assistant Mechanic	\$ 17.38	\$ 17.55	\$ 17.64
3	Assistant Mechanic	\$ 18.06	\$ 18.24	\$ 18.33
4	Assistant Mechanic	\$ 18.74	\$ 18.93	\$ 19.02
5	Assistant Mechanic	\$ 19.31	\$ 19.50	\$ 19.60
6	Assistant Mechanic	\$ 20.63	\$ 20.84	\$ 20.94

7	Assistant Mechanic	\$ 21.05	\$ 21.26	\$ 21.37
8	Assistant Mechanic	\$ 21.48	\$ 21.69	\$ 21.80
9	Assistant Mechanic	\$ 21.90	\$ 22.12	\$ 22.23
10	Assistant Mechanic	\$ 22.33	\$ 22.55	\$ 22.67
1	Elementary Head Custodian	\$ 17.48	\$ 17.65	\$ 17.74
2	Elementary Head Custodian	\$ 18.03	\$ 18.21	\$ 18.30
3	Elementary Head Custodian	\$ 18.70	\$ 18.89	\$ 18.98
4	Elementary Head Custodian	\$ 19.38	\$ 19.57	\$ 19.67
5	Elementary Head Custodian	\$ 19.95	\$ 20.15	\$ 20.25
6	Elementary Head Custodian	\$ 21.28	\$ 21.49	\$ 21.60
7	Elementary Head Custodian	\$ 21.71	\$ 21.93	\$ 22.04
8	Elementary Head Custodian	\$ 22.15	\$ 22.37	\$ 22.48
9	Elementary Head Custodian	\$ 22.59	\$ 22.82	\$ 22.93
10	Elementary Head Custodian	\$ 23.04	\$ 23.27	\$ 23.39
1	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 17.38	\$ 17.55	\$ 17.64
2	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 17.94	\$ 18.12	\$ 18.21
3	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 18.61	\$ 18.80	\$ 18.89
4	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 19.30	\$ 19.49	\$ 19.59
5	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 20.04	\$ 20.24	\$ 20.34
6	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 21.14	\$ 21.35	\$ 21.46
7	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 21.56	\$ 21.78	\$ 21.88

8	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 21.99	\$ 22.21	\$ 22.32
9	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 22.42	\$ 22.64	\$ 22.76
10	Head bus mechanic, Asst. Sup. Grounds & Asst. Sup. Transp.	\$ 22.88	\$ 23.11	\$ 23.22
1	Secondary Head Custodian	\$ 18.03	\$ 18.21	\$ 18.30
2	Secondary Head Custodian	\$ 18.60	\$ 18.79	\$ 18.88
3	Secondary Head Custodian	\$ 19.24	\$ 19.43	\$ 19.53
4	Secondary Head Custodian	\$ 19.94	\$ 20.14	\$ 20.24
5	Secondary Head Custodian	\$ 20.70	\$ 20.91	\$ 21.01
6	Secondary Head Custodian	\$ 21.77	\$ 21.99	\$ 22.10
7	Secondary Head Custodian	\$ 22.21	\$ 22.43	\$ 22.54
8	Secondary Head Custodian	\$ 22.65	\$ 22.88	\$ 22.99
9	Secondary Head Custodian	\$ 23.09	\$ 23.32	\$ 23.44
10	Secondary Head Custodian	\$ 23.57	\$ 23.81	\$ 23.92
1	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 14.87	\$ 15.02	\$ 15.09
2	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 15.34	\$ 15.49	\$ 15.57
3	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 15.86	\$ 16.02	\$ 16.10
4	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 16.34	\$ 16.50	\$ 16.59
5	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 16.85	\$ 17.02	\$ 17.10
6	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 17.31	\$ 17.48	\$ 17.57
7	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 17.82	\$ 18.00	\$ 18.09

8	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 18.30	\$ 18.48	\$ 18.58
9	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 18.66	\$ 18.85	\$ 18.94
10	Bookkeeper/Payroll/Comp. Oper./ Class One	\$ 19.04	\$ 19.23	\$ 19.33
1	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 15.16	\$ 15.31	\$ 15.39
2	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 15.64	\$ 15.80	\$ 15.88
3	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 16.15	\$ 16.31	\$ 16.39
4	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 16.60	\$ 16.77	\$ 16.85
5	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 17.12	\$ 17.29	\$ 17.38
6	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 17.59	\$ 17.77	\$ 17.85
7	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 18.11	\$ 18.29	\$ 18.38
8	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 18.59	\$ 18.78	\$ 18.87
9	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 18.96	\$ 19.15	\$ 19.25
10	Bookkeeper/Payroll/Comp. Oper./ Class Two	\$ 19.33	\$ 19.52	\$ 19.62
1	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 15.39	\$ 15.54	\$ 15.62
2	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 15.91	\$ 16.07	\$ 16.15
3	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 16.37	\$ 16.53	\$ 16.62
4	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 16.90	\$ 17.07	\$ 17.15
5	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 17.36	\$ 17.53	\$ 17.62
6	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 17.88	\$ 18.06	\$ 18.15
7	Bookkeeper/Payroll/Comp. Oper./ Class Three	\$ 18.34	\$ 18.52	\$ 18.62

8	Bookkeeper/Payroll/Comp.Oper./ Class Three	\$ 18.84	\$ 19.03	\$ 19.12
9	Bookkeeper/Payroll/Comp.Oper./ Class Three	\$ 19.22	\$ 19.41	\$ 19.51
10	Bookkeeper/Payroll/Comp.Oper./ Class Three	\$ 19.60	\$ 19.80	\$ 19.89
1	Library Assistant	\$ 10.58	\$ 10.69	\$ 10.74
2	Library Assistant	\$ 11.29	\$ 11.40	\$ 11.46
3	Library Assistant	\$ 12.01	\$ 12.13	\$ 12.19
4	Library Assistant	\$ 12.67	\$ 12.80	\$ 12.86
5	Library Assistant	\$ 13.51	\$ 13.65	\$ 13.71
6	Library Assistant	\$ 14.22	\$ 14.36	\$ 14.43
7	Library Assistant	\$ 15.05	\$ 15.20	\$ 15.28
8	Library Assistant	\$ 15.72	\$ 15.88	\$ 15.96
9	Library Assistant	\$ 16.03	\$ 16.19	\$ 16.27
10	Library Assistant	\$ 16.36	\$ 16.52	\$ 16.61
1	Media Technician (210 days)	\$ 18.82	\$ 19.01	\$ 19.10
2	Media Technician (210 days)	\$ 19.51	\$ 19.71	\$ 19.80
3	Media Technician (210 days)	\$ 20.19	\$ 20.39	\$ 20.49
4	Media Technician (210 days)	\$ 20.87	\$ 21.08	\$ 21.18
5	Media Technician (210 days)	\$ 21.56	\$ 21.78	\$ 21.88
6	Media Technician (210 days)	\$ 22.23	\$ 22.45	\$ 22.56
7	Media Technician (210 days)	\$ 22.67	\$ 22.90	\$ 23.01
8	Media Technician (210 days)	\$ 23.12	\$ 23.35	\$ 23.47
9	Media Technician (210 days)	\$ 23.59	\$ 23.83	\$ 23.95

10	Media Technician (210 days)	\$ 24.05	\$ 24.29	\$ 24.41
1	Cafeteria-Head Cook	\$ 11.74	\$ 11.86	\$ 11.92
2	Cafeteria-Head Cook	\$ 11.87	\$ 11.99	\$ 12.05
3	Cafeteria-Head Cook	\$ 12.31	\$ 12.43	\$ 12.50
4	Cafeteria-Head Cook	\$ 12.72	\$ 12.85	\$ 12.91
5	Cafeteria-Head Cook	\$ 13.18	\$ 13.31	\$ 13.38
6	Cafeteria-Head Cook	\$ 13.67	\$ 13.81	\$ 13.88
7	Cafeteria-Head Cook	\$ 14.14	\$ 14.28	\$ 14.35
8	Cafeteria-Head Cook	\$ 14.81	\$ 14.96	\$ 15.03
9	Cafeteria-Head Cook	\$ 15.12	\$ 15.27	\$ 15.35
10	Cafeteria-Head Cook	\$ 15.41	\$ 15.56	\$ 15.64
1	Cafeteria-Cashier	\$ 10.95	\$ 11.06	\$ 11.11
2	Cafeteria-Cashier	\$ 11.35	\$ 11.46	\$ 11.52
3	Cafeteria-Cashier	\$ 11.48	\$ 11.59	\$ 11.65
4	Cafeteria-Cashier	\$ 11.75	\$ 11.87	\$ 11.93
5	Cafeteria-Cashier	\$ 12.15	\$ 12.27	\$ 12.33
6	Cafeteria-Cashier	\$ 12.37	\$ 12.49	\$ 12.56
7	Cafeteria-Cashier	\$ 12.67	\$ 12.80	\$ 12.86
8	Cafeteria-Cashier	\$ 13.03	\$ 13.16	\$ 13.23
9	Cafeteria-Cashier	\$ 13.30	\$ 13.43	\$ 13.50
10	Cafeteria-Cashier	\$ 13.54	\$ 13.68	\$ 13.74
1	Cafeteria-Server/Preparer	\$ 10.73	\$ 10.84	\$ 10.89
2	Cafeteria-Server/Preparer	\$ 10.99	\$ 11.10	\$ 11.16
3	Cafeteria-Server/Preparer	\$ 11.30	\$ 11.41	\$ 11.47

4	Cafeteria-Server/Preparer	\$ 11.59	\$ 11.71	\$ 11.76
5	Cafeteria-Server/Preparer	\$ 11.92	\$ 12.04	\$ 12.10
6	Cafeteria-Server/Preparer	\$ 12.21	\$ 12.33	\$ 12.39
7	Cafeteria-Server/Preparer	\$ 12.59	\$ 12.72	\$ 12.78
8	Cafeteria-Server/Preparer	\$ 12.85	\$ 12.98	\$ 13.04
9	Cafeteria-Server/Preparer	\$ 13.10	\$ 13.23	\$ 13.30
10	Cafeteria-Server/Preparer	\$ 13.37	\$ 13.50	\$ 13.57
1	Cafeteria-Cook/Cashier	\$ 10.79	\$ 10.90	\$ 10.95
2	Cafeteria-Cook/Cashier	\$ 11.00	\$ 11.11	\$ 11.17
3	Cafeteria-Cook/Cashier	\$ 11.23	\$ 11.34	\$ 11.40
4	Cafeteria-Cook/Cashier	\$ 11.44	\$ 11.55	\$ 11.61
5	Cafeteria-Cook/Cashier	\$ 11.68	\$ 11.80	\$ 11.86
6	Cafeteria-Cook/Cashier	\$ 11.91	\$ 12.03	\$ 12.09
7	Cafeteria-Cook/Cashier	\$ 12.14	\$ 12.26	\$ 12.32
8	Cafeteria-Cook/Cashier	\$ 12.40	\$ 12.52	\$ 12.59
9	Cafeteria-Cook/Cashier	\$ 12.65	\$ 12.78	\$ 12.84
10	Cafeteria-Cook/Cashier	\$ 12.90	\$ 13.03	\$ 13.09
1	Graphics Operator	\$ 15.94	\$ 16.10	\$ 16.18
2	Graphics Operator	\$ 16.47	\$ 16.63	\$ 16.72
3	Graphics Operator	\$ 17.31	\$ 17.48	\$ 17.57
4	Graphics Operator	\$ 17.74	\$ 17.92	\$ 18.01
5	Graphics Operator	\$ 18.61	\$ 18.80	\$ 18.89
6	Graphics Operator	\$ 19.73	\$ 19.93	\$ 20.03

7	Graphics Operator	\$ 19.92	\$ 20.12	\$ 20.22
8	Graphics Operator	\$ 20.12	\$ 20.32	\$ 20.42
9	Graphics Operator	\$ 20.52	\$ 20.73	\$ 20.83
10	Graphics Operator	\$ 20.93	\$ 21.14	\$ 21.24
1	Graphics Operator/ Typesetter	\$ 22.11	\$ 22.33	\$ 22.44
1	Transportation Aides	\$ 12.71	\$ 12.84	\$ 12.90
2	Transportation Aides	\$ 13.11	\$ 13.24	\$ 13.31
3	Transportation Aides	\$ 13.50	\$ 13.64	\$ 13.70
4	Transportation Aides	\$ 13.91	\$ 14.05	\$ 14.12
5	Transportation Aides	\$ 14.30	\$ 14.44	\$ 14.52
6	Transportation Aides	\$ 14.69	\$ 14.84	\$ 14.91
7	Transportation Aides	\$ 15.10	\$ 15.25	\$ 15.33
8	Transportation Aides	\$ 15.40	\$ 15.55	\$ 15.63
9	Transportation Aides	\$ 15.70	\$ 15.86	\$ 15.94
10	Transportation Aides	\$ 16.02	\$ 16.18	\$ 16.26
1	Paraprofessional	\$ 14.77	\$ 14.92	\$ 14.99
2	Paraprofessional	\$ 15.07	\$ 15.22	\$ 15.30
3	Paraprofessional	\$ 15.36	\$ 15.51	\$ 15.59
4	Paraprofessional	\$ 15.67	\$ 15.83	\$ 15.91
5	Paraprofessional	\$ 15.99	\$ 16.15	\$ 16.23
6	Paraprofessional	\$ 16.29	\$ 16.45	\$ 16.54
7	Paraprofessional	\$ 16.62	\$ 16.79	\$ 16.87
8	Paraprofessional	\$ 16.96	\$ 17.13	\$ 17.22

9	Paraprofessional	\$ 17.30	\$ 17.47	\$ 17.56
10	Paraprofessional	\$ 17.65	\$ 17.83	\$ 17.92
1	Laborer	\$ 11.32	\$ 11.43	\$ 11.49
2	Laborer	\$ 11.56	\$ 11.68	\$ 11.73
3	Laborer	\$ 11.77	\$ 11.89	\$ 11.95
4	Laborer	\$ 12.02	\$ 12.14	\$ 12.20
5	Laborer	\$ 12.26	\$ 12.38	\$ 12.44
6	Laborer	\$ 12.49	\$ 12.61	\$ 12.68
7	Laborer	\$ 12.74	\$ 12.87	\$ 12.93
8	Laborer	\$ 13.01	\$ 13.14	\$ 13.21
9	Laborer	\$ 13.28	\$ 13.41	\$ 13.48
10	Laborer	\$ 13.52	\$ 13.66	\$ 13.72
1	Maintenance Technician	\$ 20.91	\$ 21.12	\$ 21.22
2	Maintenance Technician	\$ 21.55	\$ 21.77	\$ 21.87
3	Maintenance Technician	\$ 22.20	\$ 22.42	\$ 22.53
4	Maintenance Technician	\$ 22.86	\$ 23.09	\$ 23.20
5	Maintenance Technician	\$ 23.54	\$ 23.78	\$ 23.89
6	Maintenance Technician	\$ 24.25	\$ 24.49	\$ 24.61
7	Maintenance Technician	\$ 24.73	\$ 24.98	\$ 25.10
8	Maintenance Technician	\$ 25.21	\$ 25.46	\$ 25.59
9	Maintenance Technician	\$ 25.72	\$ 25.98	\$ 26.11
10	Maintenance Technician	\$ 26.23	\$ 26.49	\$ 26.62
1	Security Guards	\$ 14.12	\$ 14.26	\$ 14.33
2	Security Guards	\$ 14.99	\$ 15.14	\$ 15.22

3	Security Guards	\$ 15.86	\$ 16.02	\$ 16.10
4	Security Guards	\$ 16.72	\$ 16.89	\$ 16.97
5	Security Guards	\$ 17.59	\$ 17.77	\$ 17.85
6	Security Guards	\$ 17.95	\$ 18.13	\$ 18.22
7	Security Guards	\$ 18.30	\$ 18.48	\$ 18.58
8	Security Guards	\$ 18.67	\$ 18.86	\$ 18.95
9	Security Guards	\$ 19.04	\$ 19.23	\$ 19.33
10	Security Guards	\$ 19.43	\$ 19.62	\$ 19.72

**APPENDIX C**  
**GUIDELINES FOR DRUG & ALCOHOL TESTING**  
**FOR EMPLOYEES REQUIRED TO POSSESS**  
**A COMMERCIAL DRIVER'S LICENSE (CDL)**

The provisions contained herein are intended to comply with the Warrensville Heights City School District Drug Free Work Place Policy, the Omnibus Transportation Employee Testing Act of 1991, and relevant U.S. Department of Transportation regulations. This Federal Law requires that all employees who are required to hold a Commercial Drivers License (CDL) as a condition of employment be tested for the use of alcohol, marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP).

The purpose of these Guidelines is to identify the employees in the bargaining unit who are subject to this law and to identify the procedures under which these employees may be tested for use of the above mentioned substances. The parties recognize that substance abuse is an addictive illness; therefore, this procedure is designed to protect the interests of the Board of Education in maintaining a safe environment as well as to assist affected employees in overcoming their illness.

Employees who are required to hold a CDL as a condition of employment are subject to these Guidelines.

*A. Definitions*

The following words used in these Guidelines have the meaning as defined below unless the context plainly requires otherwise:

1. Alcohol, the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
2. Alcohol use, the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
3. Alcohol concentration (for content), the alcohol in a volume of breath as indicated by an evidential breath test.
4. Board, the Warrensville Heights City School District Board of Education.
5. CDL, commercial driver's license.
6. Certificate, a certificate issued by the Warrensville Heights City School District Board of Education to operate a school bus or other school district-owned vehicle.

7. "Covered employee," an employee of the Board who holds a CDL and performs any safety-sensitive function (i.e. bus drivers and bus mechanics).
8. Drugs, amphetamines, cocaine, marijuana, opiate, or phencyclidine (PCP). As used in this Section, Drug is used interchangeably with controlled substance. When administering a drug test the Board shall ensure that the following are tested for: (1) Marijuana; (2) Cocaine; (3) Opiates; (4) Amphetamines; and (5) Phencyclidine (PCP).
9. School bus, a commercial moving vehicle owned by the Board. As used in this Section, "school bus" includes any moving vehicle owned by the Board requiring a CDL to operate.
10. Safety-sensitive function, for the purposes of this Section, includes all time a covered employee is:
  - a. Waiting to be dispatched;
  - b. Inspecting equipment as required, or inspecting, servicing or conditioning any school bus;
  - c. Driving at the controls of a school bus in operation or remaining in readiness to operate a school bus;
  - d. Loading or unloading a school bus, or assisting in the same;
  - e. Performing functions relating to accidents; or
  - f. Repairing, obtaining assistance, or remaining in attendance upon a disabled school bus.
11. Substance abuse professional, a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or an addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with the knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders, who is not employed by the School District.
12. Superintendent, the Superintendent of Schools of the Warrensville Heights City School District, or designee.
13. Test site, the designated location of the contracted health provider where drugs and/or alcohol testing occurs.

B. *Notification That Testing is Required*

Before performing an alcohol or drug test under the Federal Law or the collective bargaining agreement, the Board shall notify the covered employee that the alcohol or drug test is required by Federal Law and the collective bargaining agreement.

C. *Pre-Employment Testing*

1. Alcohol: Prior to employment, a covered applicant must undergo an alcohol test. The applicant shall not be hired unless the test comes back with a verified negative result.
2. Drugs: Prior to employment, a covered employee must undergo a drug test. The applicant shall not be hired unless the drug test comes back with a negative result.

D. *Post-Accident Testing*

1. A covered employee shall be tested for drugs and alcohol as soon as practicable following an accident involving loss of human life and/or if the employee received a citation under State or local law for a moving traffic violation arising from the accident.
2. The alcohol tests shall be administered within two (2) hours of the accident or as soon as practicable, but in no case more than eight (8) hours after the accident.
3. A covered employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until the covered employee undergoes the post-accident alcohol testing, whichever occurs first.
4. A covered employee shall be tested for drugs as soon as practicable and within thirty-two (32) hours of the accident.
5. If a covered employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying his/her supervisor of his/her location if he/she leaves the scene of the accident prior to the submission of such test, he/she shall be deemed to have refused to submit to testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people leaving the scene of an accident for a period to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

E. *Return-to-Duty Testing*

Before a driver who has been disciplined or enrolled in an employee assistance program for substance abuse under these Guidelines may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.

F. *Random Testing*

1. Covered employees are subject to random unannounced alcohol and drug testing.
  - a. Alcohol: The minimum annual percentage rate for random alcohol testing shall be 25% of the covered employees, or other such number as is published in the Federal Register annually.
  - b. Drugs: The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing under this provision.
2. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection will be conducted by the test site. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. The Board shall insure that random alcohol and drug tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.
3. Employees selected for random alcohol and/or drug testing may be notified of their selection while on either their morning or afternoon route, and shall proceed to the test site during their elementary run (i.e. a substitute will meet the employee at the conclusion of his/her high school run, and take the employee's elementary run).

G. *Reasonable Suspicion Testing*

1. A covered employee who a supervisor has a reasonable suspicion to believe has violated Article 50, Section 17 of the collective bargaining agreement and these Guidelines (i.e. is either under the influence of alcohol or a prohibited drug) shall submit to an

alcohol and/or drug test upon the supervisor's request. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the work day when the covered employee is required to be in compliance with Article 50, Section 17 of the negotiated agreement and these Guidelines.

2. The supervisor's belief must be based on his/her observation concerning the appearance, behavior, speech, or body odor of an employee. If another supervisor is available, he/she may be asked to offer a second opinion on the employee's condition prior to sending the employee for testing. Supervisors must be provided with annual training by a substance abuse professional and must receive such training before a reasonable suspicion determination can be made.

#### H. *Follow-Up Testing*

1. A covered employee who returns to work in a position requiring the performance of safety-sensitive functions following discipline or enrollment in an employee assistance program for substance abuse is subject to follow-up testing. The number and frequency of such follow-up testing is determined by a substance abuse professional and consists of six (6) unannounced tests during the first twelve (12) months following the employee's return to duty. After the first year, the substance abuse professional may terminate this requirement or continue follow-up testing for another four (4) years after the date of initial disclosure, discovery or determination hereunder.
2. Such follow-up testing shall be conducted just prior to the start of the covered employee's performing his/her duties, during the performance of such duties, or just after the completion of such duties.

#### I. *Information Available to Covered Employees*

Educational materials explaining the requirements of the federal regulations and of the Board's policies and procedures to meet the federal regulations shall be provided to all covered employees, including the following:

1. The name of the person designated by the Board to answer questions about the materials;
2. Information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations;

3. Information concerning what conduct is prohibited;
4. The circumstances under which employees are subject to testing;
5. The procedures for testing in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee;
6. The requirement that covered employees must submit to testing as required by the regulations;
7. An explanation of what constitutes a refusal to be tested and the attendant consequences;
8. The consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation and treatment;
9. The consequences for a test indicating an alcohol concentration greater than 0.02; and
10. Information concerning the effects of alcohol and drug misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected (including confrontation and how to refer someone to an employee assistance program or to management).

These materials are to be distributed to each covered employee upon being hired or transferred to a covered position thereafter. Each covered employee must sign a statement certifying receipt of these materials. Each employee and labor organization representing Board employees shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering employee questions about the materials.

**APPENDIX D**

**Warrensville Heights Grievance Form**

A. Employee's Level One Statement of Grievance:

\_\_\_\_\_  
(Name of Grievant – Please Print) (Grievant's Position)

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts Upon Which Grievance is Based: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Article(s) and Section(s) of Agreement Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_

Statement of Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Date of Filing) (Signature of Grievant)

\_\_\_\_\_

-----  
Immediate Supervisor's Level One Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Date of Level One Response) (Signature of Immediate Supervisor)

\_\_\_\_\_

B. Grievant / OAPSE Representative's Level Two Appeal:

Date of Receipt of Level One Response: \_\_\_\_\_

Reason for Level Two Appeal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Date of Filing)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Name of OAPSE Representative –  
Please Print)

\_\_\_\_\_  
(Signature of OAPSE Representative)

Supervising Administrator / Designee's Level Two Response:

\_\_\_\_\_  
(Date of Receipt of Level Two Appeal)

\_\_\_\_\_  
(Name of Supervising  
Administrator / Designee)

Level Two Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Date of Level Two Response)

\_\_\_\_\_  
(Signature of Supervising  
Administrator / Designee)