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03/28/2013

**WAYNE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**WAYNESVILLE NONCERTIFICATED
EMPLOYEES ASSOCIATION/OEA/NEA**

EFFECTIVE JULY 1, 2012

to

JUNE 30, 2015

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ARTICLE ONE - PURPOSE

- 1.01 This Agreement is made and entered into as of this 1st day of July, 1999, by and between the Board of Education of the Wayne Local School District of Warren County, Ohio, hereinafter referred to as the "Board" and the Waynesville Noncertificated Employees Association affiliated with the Ohio Education Association and the National Education Association.
- 1.02 The Association recognizes the Board as the elected representatives of the citizens of the Wayne Local School District.
- 1.03 The Board and the Association agree that where provisions of this agreement address and/or provide for terms and conditions of employment which are also the subject of section(s) of the Ohio Revised Code, then the provisions of this agreement supersede and prevail over such section of the Ohio Revised Code.

ARTICLE TWO - RECOGNITION

2.01 **BARGAINING UNIT**

The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all employees in the following described bargaining unit:

All full-time and regular part-time non-certificated employees of the Board including all these job classifications -

Custodian	Maintenance	Paraprofessional
Bus Driver	Cook	Librarian Paraprofessional
Secretary	Charge Cook	Technology Assistant
Specialty Cook		

Excluded from the bargaining unit are all supervisors, as defined in ORC Chapter 4117, (the supervisor of buildings and grounds, cafeteria supervisor, transportation supervisor), confidential employees (Superintendent's and Treasurer's secretaries), all administrators, and all certificated staff.

- 2.02 It shall not be a condition of employment for any employee to either acquire or maintain membership in the Association. However, all employees shall be subject to the fair share fee provision described in Section 3.06 below. The Association shall represent all employees in the unit set forth in Section 2.01 equally and without discrimination, regardless of their membership or non-membership in the Association. Any individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, so long as such adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.
- 2.03 The term "employee," as used in this Agreement, shall refer only to those persons included in the bargaining unit described in Section 2.01.

- 2.04 Except as required under the provisions of Chapter 4117 ORC, the Board agrees not to recognize, for the purpose of representation of the employees in the unit described in Section 2.01, any bargaining representative other than the Association.

ARTICLE THREE - DUES CHECKOFF & FAIR SHARE FEE

- 3.01 The Board agrees to deduct unified Association dues from the pay of employees who have requested, through submission of dues deduction authorizations that such deductions be made on a continuing basis. As all employees in the unit covered by the Agreement benefit from the services performed by the Association, all employees are encouraged by the Board to voluntarily pay dues to the Association.
- 3.02 Such dues deductions shall be subject to the following:
- A. Association dues shall be collected by the Board in equal monthly deductions during the nine (9) months of the school year.
 - B. The first such monthly deduction shall be from the last payroll in September.
 - C. Dues deduction authorization cards may be submitted by employees to the Board at any time and shall be effective thirty (30) days after submission.
 - D. Dues deduction authorization in favor of the Association shall be on a continuing basis and the employee shall maintain membership, unless such authorization is canceled by written request of the employee. Such cancellation must be submitted to the Board Treasurer between June 22 through June 30 of any year, inclusive of the first and last date. Any member who cancels membership shall immediately be subject to the provisions in Section 3.06 below.
- 3.03 The Board agrees to honor any checkoff authorizations executed by any employee in the bargaining unit in favor of the Association.
- 3.04 The Administration agrees to notify the Association if any employee sends notification of revocation of any checkoff authorization to the Board. The Association agrees to notify the Board if it receives notification from any employee that such employee has revoked his/her checkoff authorization.
- 3.05 The Association agrees to indemnify and save the Board, its officers, agents and representatives harmless against any and all claims that shall arise out of or by reason of action taken by the Board in reliance upon any dues deduction authorization cards submitted by the Association to the Board.
- 3.06 **FAIR SHARE FEE**
- A. Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck.
 2. Upon Termination of Membership During the Membership Year - The Treasurer of the Board shall, upon notification from the Association 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 - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (3) of the Ohio Revised Code and that a 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 the Association 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, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association 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 misapply such fair share fee provision herein.

ARTICLE FOUR - MANAGEMENT RIGHTS

- 4.01 The Board, on its behalf and on behalf of the electors of the Wayne Local School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws of the State of Ohio and/or the United States. It is agreed that the management rights of the Board include the right to set policies; to manage, control and direct the operations and employees; and to discipline all employees in accordance with the laws of the State of Ohio.

ARTICLE FIVE - SERS PICK-UP UTILIZING THE EARNINGS REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up", nor is the Board's total contribution to the State Employees Retirement System increased thereby.

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation thereafter.
2. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for sick leave, personal leave, and severance, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
4. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under the State law. Should the reduction calculation result in an earning that is less than any minimum required under State law, a pro rata reduction shall result, with the employee contributing that portion which falls below such minimum as may be required by State law.

ARTICLE SIX - ASSOCIATION RIGHTS

- 6.01 In the interest of maintaining sound employee relationships, a labor-management committee shall meet one time per month during the school year for the purpose of discussing subjects of mutual concern not subject to the grievance procedures set forth in this Agreement or problems that arise during the terms of this contract. The dates and times of said meetings shall be established at the start of each school year. This committee shall consist of the Association president, two (2) representatives appointed by the president, and the superintendent.
- 6.02 The Association's designated representative may consult with employees in the bargaining unit before the start of and at the completion of the day's work. The designated representative shall be permitted access to work areas where such employees are employed or working at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement; provided, however, before entering any non-public area of any school building; the Association's representative shall first secure the permission of the building principal to do so and, before consulting with any individual in the bargaining unit regarding any matter, the Association's representative must secure the permission of the individual's supervisor. Permission to consult with individuals in the bargaining unit will not be unreasonably withheld, but may be delayed if the visit, at the time desired, will, in the opinion of the supervisor, interfere with the normal work duties of the employee to be contacted.
- 6.03 The Board will provide a copy of this Agreement to each employee and to the Association.
- 6.04 The Board shall provide the Association President with an employee roster each year which shall be updated upon request of the Association President.
- 6.05 The Association shall be afforded the use of Wayne Local Board of Education schools and buildings for Association meetings in accordance with the use of buildings policy of the Board in effect at the time of such usage.
- 6.06 The President of the Association shall be provided copies of all communications/directives sent to the employees as a whole or by classification.
- 6.07 The Board agrees to allow two (2) duly designated employees a maximum of three (3) days of professional leave with pay for attendance at the Ohio Education Association Representative Assembly. Such days shall not be deducted from sick or personal leave.

ARTICLE SEVEN - WORKING CONDITIONS, HOURS OF WORK, AND OVERTIME

7.01 OVERTIME/COMPENSATORY TIME

- A. The Board will pay for overtime worked at the rate of time and one-half for all hours over forty (40) worked in any work week. All overtime work must be approved in advance by the Superintendent, or his/her designee, as a condition of receiving such payment.

- B. An employee who works overtime hours may elect to take compensatory time off from work at the rate of one and one half hours for each hour of overtime worked in lieu of pay for such overtime hours. The election to take compensatory in lieu of overtime pay must be made no later than the end of the pay period in which the overtime hours were worked. A maximum of eighty (80) hours of compensatory time may be accumulated.
- C. An employee's immediate supervisor must approve the taking of compensatory time before such time can be taken. Approval shall not ordinarily be granted for more than three (3) consecutive days. In the event an employee decides not to take compensatory time off, and/or in the event the operational needs of the Board prevent an employee from taking compensatory time off, by August 1 of each year earned, the employee shall be paid for the overtime hours worked applicable to such compensatory time in the next pay period.
- D. Employees shall be required to accurately report all hours worked.
- E. All overtime, including work/time for outside organizations, shall be rotated by seniority within the classification, (see Article Nineteen for rotation for bus drivers). An employee outside the classification or a substitute may be used only after all employees within the classification have refused overtime.

7.02 CUSTODIAN ASSIGNMENT

- A. A custodian shall be assigned to work whenever an activity takes place within a building for which a rental fee is charged or food and beverage is served/provided.
- B. Custodians will be provided with a weekly calendar which designates the day and time that an area in the building will be in use which will be posted in the custodian work area.
- C. When a need exists to assign custodians during the school year to a shift that is not his/her normal assignment, the least senior custodian at each building shall be assigned unless otherwise agreed by mutual agreement between the supervisor and custodians.

7.03 COOK ASSIGNMENT

- A. A cook shall be assigned to work whenever a group or activity uses the kitchen and/or the kitchen equipment (i.e., banquets, reunions, Sauerkraut Festival, Alumni Banquet, etc.). Such assignment shall be rotated by seniority within the cook classification with each cook indicating the amount of time that she is able to work. Hours shall then be equitably distributed to the extent possible. A cook working such assignments shall be paid her regular rate of pay (or overtime pay, if applicable).

A cook may volunteer her time but only if her name is up on the rotation list. If a cook elects to volunteer, such time will count as her place on the rotation. Under no circumstances will volunteering take precedence over the use of the rotation procedure or be used as a means to circumvent the rotation process.

- B. All extra time, including work/time for outside organizations shall be rotated by seniority within the cook classification. An employee outside the classification or a substitute

may be used only after all employees within the classification have refused the extra time.

- C. In an effort to increase a cook's hours and provide cross-training a shorter hour cook who can perform the work will be provided the opportunity to replace a longer hour cook who is absent.

In cases where a cook replaces the specialty cook, she shall be paid at the specialty cook rate on her step of the salary schedule.

In addition, a cook will be provided with the opportunity to learn other cafeteria functions as the workload allows. Exceptions may be the responsibilities involved with the cash register.

- D. If there is an occasional need to add hours to the kitchen staff such additional hours shall be assigned on a rotation basis by seniority and made available to all cooks. This rotation also applies to Section C above, unless a cook has notified the supervisor that she is not interested in working additional hours.
- E. Cooks shall not normally be responsible for transporting the cash register money to the bank. However, when the cafeteria supervisor is absent and not available to transport, a cook, who has been bonded by the district, may be asked to transport the money to the bank.

7.04 CALAMITY DAYS AND/OR DELAYS

- A. Employees covered by this agreement may be required, as determined by the Superintendent, to report to work on days when school is closed due to weather conditions or other unexpected reasons. Such employees shall be compensated at their regular rate of pay. In the event that the Board decides to make up the days that employees are required to work, said employees shall be paid their regular rate of pay for all such make-up days which extends the employee's contract year. Employee(s) not required by the Superintendent to report to work on any such day shall not suffer any loss of pay, provided, however, that in the event the Board determines to make up such days, employees covered by this agreement shall be required to work such make up days without additional compensation. Employees who are required to report to work on such a day will not be docked or disciplined for reporting late, provided the employee makes a good faith effort to report to work.
- B. Despite the language provided above, no employee shall be required to work when a Level 3 snow emergency is declared for the county or area.

7.05 SENIORITY

- A. There are two types of seniority for all employees:
 - 1. District seniority is defined as the total length of continuous service in a permanent position or succession of positions in the employ of the Board.
 - 2. Classification seniority is defined as the total length of continuous service in a particular job classification.

- B. Continuous service shall not be interrupted if: (1) the employee was on an approved leave of absence; or (2) the employee is re-employed within eighteen (18) months from the date of a layoff. Such time, however, shall not be counted in the total years of service. All other breaks in service of employment shall constitute interruptions in continuous service.
- C. A seniority list(s) shall be developed by the Superintendent or his/her designee annually. Such list shall be posted at each work site for five (5) calendar days. During the posting period, any employee who believes his/her district and/or classification seniority is inaccurate must notify the Superintendent.

7.06 ASSISTING WITH SELF-ADMINISTRATION OF STUDENT MEDICATION

- A. The school nurse is responsible for establishing the procedures for receiving any and all student medication and securing and storing it in the school clinic. Such medication shall be normally and routinely dispensed by the school nurse in the clinic.
- B. If the school nurse is absent and the building principal is not available, then an employee who has been previously appointed by the principal shall assist in the self-administration of medication to students in the clinic.
- C. No employee shall be required or appointed to assist in the self-administration of medication until he/she has been properly trained.

7.07 PROFESSIONAL DEVELOPMENT TRAINING

An aide assigned to assist a child with a disability will be provided with training and will receive ongoing training throughout the school year. Such training shall be provided within the employee's regular working hours or outside regular hours with the employee receiving his/her hourly rate of pay.

7.08 STUDENT TUITION CHARGE

Any employee covered by this agreement who resides outside of the Wayne Local School District may enroll his/her child(ren) in the Wayne Local School District free of any tuition charge provided the child does not require special education within the meaning of the Individuals With Disabilities Education Act and provided further the child does not enroll in a post-secondary option program. In the event it is determined that this provision would require the Wayne Local School District to accept children requiring special education who would not otherwise be eligible to attend Wayne Local Schools, then this provision shall be void and of no force and effect.

7.09 LUNCH

Full-time secretaries, aides, librarian aides, maintenance and custodians shall be provided an unpaid daily thirty (30) continuous minute duty free lunch period.

7.10 PARAPROFESSIONAL ASSIGNMENT

- A. By April 15 each school year the paraprofessionals shall complete a form indicating his/her interest in an assignment for the upcoming school year. The paraprofessional shall indicate the type of assignment, grade level, and the type of student that he/she

would like to work with. The form shall also provide the paraprofessional with the opportunity to indicate whether or not he/she would like to assume the additional duties of a crossing guard.

- B. By August 1 of each school year, paraprofessionals shall be given notice of their anticipated assignment for the ensuing school year. When determining assignments, consideration shall be given to individual qualifications, skills, training, experience and seniority. A paraprofessional shall review and/or receive a copy of the IEP for each child he/she is assigned to assist.
- C. Should there be a need to adjust hours after the start of the school year, the paraprofessional's salary shall be adjusted for the remainder of the paychecks, including pay issued for designated holidays in Article Thirteen.
- D. As initiated by the paraprofessional and as agreed by the Association and superintendent, additional compensation shall be provided to a paraprofessional assigned to student(s) who consistently engages in severe behaviors.
- E. If a sufficient number of paraprofessionals do not indicate an interest in the crossing guard duties, those paraprofessionals, whose assignment allows for time to assume the duties, shall be notified. These paraprofessionals shall then have the opportunity to decide amongst themselves as to how the crossing guard duties shall be covered. If the paraprofessionals cannot agree, the least senior paraprofessional shall be assigned by the superintendent.
- F. A paraprofessional shall be paid his/her hourly rate of pay when accompanying a student on an overnight field trip / camp for all time that he/she is responsible for the care of the student. During the hours that the paraprofessional does not have direct responsibility for the students, such as when the student is sleeping, the paraprofessional shall be paid at the Step 0 rate. It shall be the responsibility of the paraprofessional to record and subsequently report said hours for compensation. Additionally, said compensation shall include any and all appropriate overtime calculation.

7.11 LIBRARIAN PARAPROFESSIONAL

- A. The librarian shall be provided with a minimum of thirty (30) minutes of planning time per day when he/she will not be responsible for students. Such time may be scheduled before or after the student day.
- B. In addition to the scheduled workdays at the beginning and the end of the school year, librarians will also be paid/provided additional days as stated below to prepare and close the library;
 - High School: Two (2) days to be used either at the start or end of the school year;
 - Middle School: Two (2) days to be used either at the start or end of the school year;
 - Elementary: Two (2) days to be used at the start of the school year and two (2) days to be used at the end of the school year.
- C. In the event a minimum of seventy-five percent (75%) of a librarian's work day consists of direct instruction of students, the librarian will be paid an additional \$1.50 per hour.

7.12 ATTENDANCE

The employee assigned to the middle school office to complete attendance and other secretarial responsibilities will be paid at the secretary rate on his/her step on the salary schedule for all time worked in the office.

7.13 COMP DAY

Prior to the start of the school year, those employees not scheduled to begin their contract year, typically the paraprofessionals, cooks, including specialty and charge cooks, and bus drivers, may be required to attend up to two (2) days of training or attend to other duties in preparation of their upcoming work assignments. Attendance during these days will allow for the use of a comp day on the Wednesday before Thanksgiving and on the Monday after the Sauerkraut Festival.

ARTICLE EIGHT - DISCRIMINATION AND COERCION

- 8.01 There shall be no discrimination or intimidation by the Board or the Association against any employee as a result of or because of such employee's race, color, creed, sex, age, handicap, national origin, or membership in or non-membership in the Association, in accordance with and as limited by applicable law.
- 8.02 The Board and the Association pledge to provide employment opportunities and advancement for employees without regard to the race, color, creed, sex, age, handicap, national origin, membership in or non-membership in the Association, in accordance with and as limited by applicable law.

ARTICLE NINE - EMPLOYEE EVALUATION - RULES AND REGULATIONS

- 9.01 The Board shall develop two performance evaluation documents: one for evaluating the bus drivers and one for evaluating employees in the other classifications.
- 9.02 A performance evaluation shall be conducted each school year for all employees.
- 9.03 Each supervisor will annually explain the evaluation procedure to each employee. This can be done in a group meeting. At the time of the explanation, the employee(s) will be provided with the evaluation document.
- 9.04 The evaluation form shall be used to record the results of an employee's performance evaluation.
- 9.05 A conference shall be held with each employee to discuss the results of his/her performance evaluation.
- 9.06 In the event an employee is regularly assigned to perform work under more than one (1) job classification, separate evaluations for each classification shall be completed.
- 9.07 The employee and the employee's supervisor shall sign the evaluation form. The signature of the employee does not mean approval or disapproval of the evaluation, but only that the evaluation has been reviewed.

- 9.08 A copy of each evaluation form, as reviewed with the employee, shall be given to the employee at the evaluation conference or the next work day following the conference. A copy shall also be forwarded to the Superintendent to be filed in the employee's personnel file.
- 9.09 An employee may present written comments or rebuttal to his/her evaluation, which shall be attached to and considered part of the employee's evaluation form.
- 9.10 Employees assigned to school buildings shall be subject to the rules and regulations established by the building principal which pertain to the employees assigned to his/her building. To the extent practicable, all rules and policies established by the Board shall be in writing and shall be communicated to the employees and to the Association. System-wide rules shall be uniformly applied throughout the entire Wayne Local School System.

ARTICLE TEN - CONTRACT STATUS AND PROBATIONARY PERIOD

- 10.01 The term, renewal, and termination of employment contracts of employees covered by this agreement shall be governed by R.C. 3319.081 and R.C. 3319.083. That is, newly hired employees shall be given a contract with a term of not more than one year. If renewed, the second or subsequent contract shall be for a period of two years. If reemployed at the expiration of the two year contract, the employee shall be employed under a continuing contract which can only be terminated in accordance with, or for one of the reasons listed in, R.C. 3319.081; provided, however, that a newly hired employee shall serve a probationary period of ninety (90) calendar days to allow the Board to determine the fitness and adaptability of the new employee to do the work required. During this probationary period the employee shall not be considered a regular or permanent employee; and, notwithstanding the provisions of R.C. 3319.081 and/or 3319.083, a probationary employee may be terminated at any time during the employee's probationary period for any reason in the sole and exclusive discretion of the Board of Education. In the event a probationary employee is terminated during his/her probationary period, neither the employee nor the Association shall have the right to challenge the termination under the grievance and arbitration provisions, or any other provision, of this agreement or under R.C. 3319.081 and/or R.C. 3319.083. The seniority of an employee retained after the probationary period shall date from the employee's date of hire.

ARTICLE ELEVEN - VACANCIES AND TRANSFERS

11.01 VACANCY

- A. A vacancy is defined as the creation of a new position or a current position vacated by a transfer, retirement, death, resignation, nonrenewal, or termination of an employee which the Board decides to fill.
- B. Posting of Vacancy

The Board shall post a notice indicating the position vacancy within seven (7) calendar days of the vacancy in the workroom of each work site. The President of the Association shall be provided with a copy of the posting. Postings shall also be included with paychecks in summer months. The posted vacancy shall describe the

experience, specifications, abilities, skills, duties and qualifications for the vacant position. The position vacancy shall remain posted for a period of seven (7) calendar days. Employees seeking consideration for the vacancy will submit written notification of their desire for consideration to their supervisor no later than the end of the posting period of the vacancy.

11.02 LATERAL TRANSFER (within the classification)

Employees holding the same classification of the vacancy will be permitted to bid on the position for a lateral transfer. The senior employee bidding who holds a position in the same classification shall be transferred to the position.

11.03 TRANSFERS (outside classification)

- A. In considering an employee who is not working in the classification of the vacancy, the Board will consider, but not be limited to, the following: skills, aptitude, education, experience, physical fitness, training, efficiency and performance. District seniority shall be the determining factor in filling the vacancy when the aforementioned factors are relatively equal.
- B. In the event the most senior applicant is not awarded a vacancy, the employee shall be provided, upon request, the reasons(s) as to why he/she was not awarded the vacancy.

11.04 INVOLUNTARY TRANSFERS

No employee shall be involuntarily transferred except under the following circumstances:

- 1. The job in question was offered in compliance with Section B and not successfully filled.
- 2. The employee involved is given a conference with the Superintendent to explain the reasons for the involuntary transfer.

11.05 TIME LIMITS

Vacancies shall be filled within thirty (30) calendar days when a current employee applies and is assigned to the position.

If current employees do not apply for the position, vacancies shall be filled within thirty (30) calendar days, whenever possible.

- 11.06 Under no circumstances will an individual be employed on a substitute basis in an attempt to avoid posting or filling a vacant position.

ARTICLE TWELVE - REDUCTION IN FORCE

12.01 NOTIFICATION

In the case of a reduction in force of employees in the bargaining unit including a reduction in an employee's/position's working hours, the impact of such action shall be a matter of

discussion between the parties at least thirty (30) days in advance of Board action to implement a layoff. The Association will be notified in writing of the names of all job classifications and employees potentially affected by the layoff. The final decision as to such layoff shall rest exclusively with the Board.

12.02 SUBCONTRACTING

The Board will not contract for work which could be performed by employees if such subcontracting will result in a layoff or reduction in an employee's hours unless the Board:

- a) Notifies the Association at least sixty (60) calendar days prior to any Board action of its desire to subcontract and provides economic rationale and data for such contemplated action; and
- b) Provides the opportunity for the Association to be heard at a public Board meeting before any decision is made.

Additionally, an agreement to subcontract will include the provision that affected employees will be offered employment in his/her current or a similar assignment within the district with any subcontracting employer.

12.03 PROCEDURE

- A. The number of reductions shall first be made through normal attrition, to the extent possible.
- B. Whenever it becomes necessary to lay off employees, an affected employee shall be laid off according to his/her classification seniority, with a probationary employee laid off first and with the least senior employee(s) to be laid off next, as noted on the classification seniority list.

Seniority shall commence on the date of the Board meeting at which the employee was hired. If two (2) or more employees have the same seniority date, placement on the seniority list shall be determined by:

Total number of days of substituting experience in the district prior to being hired into a position within the bargaining unit; then by the date the employee applied for initial employment with the district; then broken by lot.

- C. Written notice of layoff will either be delivered personally or through the mail to the affected employee's residence at least thirty (30) calendar days prior to the effective date of the layoff.
- D. An employee who is laid off and has worked in another job classification shall have the right to bump into that classification provided:
 - (1) He/she has greater classification seniority than an employee currently assigned to the job classification;
 - (2) The employee has the present ability to perform the responsibilities of the classification without training;

- (3) The employee holds the required certificates or licenses required of the job classification.
- (4) For purposes of this section, the librarian paraprofessionals hired prior to the 2005-06 school year shall be deemed to have worked in the paraprofessional classification.

12.04 RECALL

- A. A laid off employee shall have recall rights for a period of eighteen (18) months from the date of layoff, or for a period equal to his/her length of service with the Board, whichever period is shorter.
- B. Vacancies which occur in the classification(s) of the layoff shall be offered to employees on the recall list in reverse order of the layoff.
- C. An employee who declines recall to work shall no longer retain recall rights.
- D. Any employee who is laid off shall have all his/her rights restored upon reinstatement including but not limited to all unused accumulated sick leave, seniority, placement on salary schedule, etc.

ARTICLE THIRTEEN - HOLIDAYS

Current language with the following changes:

13.01 The holidays in effect during the term of this Agreement shall be:

- | | |
|------------------------|----------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Presidents' Day | Thanksgiving Day |
| *Good Friday | The Day after Thanksgiving |
| Memorial Day | Christmas Day |
| *Christmas Eve Day | |

*For 12-month custodians only.

The Board reserves the right to provide a compensatory holiday in lieu of the day after Thanksgiving in the event that the Board requires an employee to work on such day.

13.02 Employees on the active working payroll on the date of a holiday who are not scheduled to work on a designated holiday because it is a holiday shall be paid holiday pay computed at the number of hours they are regularly assigned to work, not to exceed eight (8) hours, at their applicable regular rate of pay. Employees who work on a designated holiday shall be paid their holiday pay plus time and one-half for all hours worked on such holiday. Employees under contract during the regular school year only shall not receive holiday pay for holidays occurring during the summer break.

ARTICLE FOURTEEN - VACATIONS

14.01 The vacation allowance for employees under contract on an eleven (11) or twelve (12) month basis is as follows:

<u>Length of Continuous Service</u>	<u>Number of Annual Vacation Days</u>
1 Through 7 Years	10 Days
8 Through 14 Years	15 Days
15 Through 24 Years	20 Days
25 or More Years	25 Days

14.02 Twelve (12) month employees shall be required to take their vacation when regular school is not in session or during the winter and spring periods when school is not in regular session. Exceptions to this requirement must be approved, in advance, by the Superintendent.

14.03 Employees on leave of absence or otherwise off the active working payroll shall not be eligible to receive vacation under this Article.

14.04 Employees working less than eleven (11) months each calendar year shall not be eligible to receive a vacation under this Article.

ARTICLE FIFTEEN - CALL-IN/REPORTING PAY

15.01 CALL-IN PAY

Any employee who accepts a request by his/her appropriate supervisor to work during hours outside the regularly scheduled straight time hours on the day in question, which hours will not abut their regularly scheduled shift hours on that day, will receive a minimum of two (2) hours' pay at the applicable hourly rate.

15.02 REPORTING PAY

Any employee who reports for work at his/her scheduled starting time on any regularly scheduled day or for previously scheduled overtime shall receive a minimum of two (2) hour's pay for each such incident, at the applicable rate. The employee may be required to work the two (2) hours.

15.03 EXTRA ASSIGNMENT

An employee who accepts an assignment outside of his/her normal work responsibilities (i.e., daily cleaning of cafeteria, assignment of field trips, etc.) shall receive the hourly rate of pay in the appropriate classification and receive step experience for all time worked in that classification.

ARTICLE SIXTEEN - PAID LEAVES OF ABSENCE

16.01 DEFINITIONS

- A. Immediate Family - "Immediate family" includes the father, mother, current spouse, child (including stepchild), brother, sister, grandparents, grandchildren, and in-laws bearing any of these relationships, and any other person who is a permanent resident of the household.
- B. Other Relatives - "Other relatives" for purpose of attending a funeral, includes uncle, aunt, cousin, niece, nephew, step-parents and in-laws bearing any of these relationships.

16.02 SICK LEAVE

- A. Each employee covered by this agreement shall earn fifteen (15) days of sick leave per year credited at the rate of one and one-fourth (1-1/4) days per calendar month.
- B. At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve, but such reserve shall not exceed:

One hundred ninety-four (194) days for 9-month employees

Two hundred four (204) days for 10-month employees

Two hundred twenty-four (224) days for 12-month employees

- C. Any employee who has transferred from the service of any public agency in the State of Ohio shall be credited with the unused balance of the employee's accumulated sick leave in accordance with the applicable law.
- D. Absence from work due to illness on holidays, non-work days and days when schools are closed by order of the Superintendent, shall not have that day of absence charged against their sick leave.
- E. An employee eligible for sick leave may be granted such leave when absent from work and is entitled to such sick leave in accordance with the provisions of 3319.141 of the Ohio Revised Code.
- F. The Board shall require each employee to furnish a written signed statement on forms provided by the Board justifying the use of such sick leave. In the event an employee is on sick leave for three (3) or more consecutive workdays, the employee may be required to provide appropriate verification for the use of sick leave. In case of illness/injury of an employee's immediate family which requires three (3) or more consecutive workdays of absence, he/she shall provide a statement from the family member's attending physician explaining the general nature of the illness/injury and a statement as to why it is necessary for the employee to attend to the family member. The filing of any willfully false statements by the employee shall be considered by the Board as grounds for disciplinary action including discharge.
- G. Each newly hired employee and each employee having exhausted all available sick leave will be given an advance of sick leave of five (5) sick leave days.

- H. When necessary, a leave of absence due to the death of a person listed in 16.01 A & B shall be granted for a period of five (5) work days. If it is necessary for an employee to be absent from work for more than five (5) work days, permission for such additional leave must be secured from the Superintendent.
- I. An employee may use up to four (4) weeks of accumulated sick leave for the adoption of a preschool child.
- J. SICK LEAVE BANK

The purpose of a Sick Leave Bank is to loan additional days to an employee who has a catastrophic experience with an injury, surgery, or illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave, and is not eligible for disability retirement under SERS.

Prior to October 1 of each school year, an employee may activate his/her participation in the Sick Leave Bank by contributing one (1) day of his/her accumulated sick leave. After this initial enrollment, an additional one (1) day will automatically be deducted from the employee's accumulated sick leave during the month of October of each year. Such days shall be placed in the Sick Leave Bank. Membership and subsequent deductions shall be continuous unless the employee notifies the Treasurer's office, in writing, between September 1 and September 15 that he/she cancels his/her membership.

An employee must be an active participant in order to be eligible to borrow sick leave days from the bank.

The maximum number of days that an employee can borrow for one (1) event is fifteen (15%) percent of the total number of days in the bank or fifteen (15) days, whichever is less.

The employee shall pay back the days he/she borrows at the rate of fifty (50%) percent of his/her annual accumulated sick leave at the end of the contract year, each year until the total number of borrowed days has been restored to the bank.

A Sick Leave Bank Committee consisting of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board shall oversee the functions of the Sick Leave Bank, including the approval and/or disapproval of all requests. The decisions of this committee shall be final and shall not be subject to the grievance procedure in Article Eighteen.

16.03 LEGAL PROCESS ABSENCE

A. Absence in Response to Subpoena As A Witness

(1) Employee Not a Party to Court Case or Administrative Hearing.

- a. Statement must be signed by the employee and filed with the Treasurer stating that either:

(i) No compensation was received as a result of the court appearance, or

(ii) Compensation was received in the amount shown.

b. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reasons of the subpoena, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.

B. Absence in Response to Jury Summons

(1) There shall be no loss of salary if:

a. The employee signs a statement and files same with the Treasurer immediately upon return from jury duty stating that compensation was received in the amount shown, and;

b. The employee remits the compensation received to the office of the Treasurer before the end of the pay period in which the compensation is received.

16.04 PERSONAL BUSINESS DAYS

A. Upon request, employees will be granted a maximum of three (3) personal business days per year. Personal days may be used by the employee for the reasons listed below. Such days are not to be deducted from sick leave.

1. Mandatory court appearance.

2. Legal or business matters.

3. Family emergencies.

4. Unusual family obligations.

5. Medical appointments.

6. Weddings.

7. Religious holidays.

8. Personal business that cannot be conducted except during working hours.

B. Approval for the use of personal business days shall be requested from the employee's immediate supervisor. Except in emergency situations, requests for the projected use of a personal business days shall be directed to the supervisor at least seventy-two (72) hours prior to the designated day(s).

C. The immediate supervisor shall forward the employee's request to the Superintendent's office immediately upon receipt.

D. Any unused personal days shall be converted to sick leave by September 1 of each year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.

16.05 ASSAULT LEAVE

An employee who must be absent due to physical disability resulting from an assault on such employee, which occurs in the course of Board employment, shall be eligible for assault leave and shall be paid his/her full compensation for the period of such absence. Such absence shall not count as sick leave.

The length of leave shall not exceed twenty (20) days. Upon request from the Superintendent, the member shall provide the Superintendent with a statement from his/her physician that the member is unable to perform the duties due to the injury.

ARTICLE SEVENTEEN - UNPAID LEAVES OF ABSENCE

17.01 REASONS FOR LEAVE

Employees may, under conditions specified herein, be granted leaves of absence without pay for the following purposes: personal illness, adoption of a child, illness in the immediate family, injury, study, military service, and child rearing or for other reason(s) approved by the Superintendent.

17.02 LEAVE AUTHORIZATION

Leaves of absence may be authorized only by the Board upon the recommendation of the Superintendent and as provided by the following rules and regulations and within the provisions of the Ohio Revised Code and/or applicable federal law governing such leave. Failure to report for duty following the expiration of a leave of absence, unless additional absence is approved in advance, or failure to comply with the provisions of the leave may be considered by the Board as termination of contract by the employee by resignation.

17.03 FAMILY LEAVE ACT

In accordance with the Family Leave Act, group health insurance benefits shall be continued to a maximum of twelve (12) weeks, during any twelve (12) month period of time, on the same basis as when the employee is actively working, for an employee on paid or unpaid leave due to the birth or adoption of a child or to care for a newly born or adopted child; or in order to care for the spouse, son, daughter or parent of the employee because the spouse, son, daughter or parent has a serious health condition, or because of a serious health condition of the employee. The twelve (12) month period shall begin on the first day the employee takes leave under this provision. The twelve (12) week limitation shall not apply so long as an employee is on paid sick leave, but all time on paid sick leave shall count towards the twelve (12) weeks during which the employee is entitled to continuation of group health insurance benefits.

17.04 APPLICATION FOR LEAVES

An application for all unpaid leaves must be filed with the Superintendent and should specify the anticipated duration of the leave. Applications for unpaid leave for personal

illness or for illness in the immediate family must be accompanied by a statement from the attending physician verifying the basis and need of such leave. Application for unpaid leave for adoption must include a statement from the agency through which the adoption has been arranged recommending that the leave be granted for the welfare of the adoptive child. Employees must have completed two (2) years of continuous service to apply for adoption leave and three (3) years of continuous service for study leave. Application for study leave must be made at least sixty (60) days prior to the effective date of such leave. Application for military leave shall be made as far in advance as feasible, but no later than the date that the duty commences, and will be granted in accordance with the provisions of the law.

17.05 PHYSICIAN STATEMENT

An employee who, in the judgment of the principal or supervisor, is physically and/or emotionally unable to perform all of the duties required of the employee shall furnish a statement from the employee's physician verifying the employee's ability or inability to continue in the present position.

An employee verified unable to continue shall be placed on unpaid leave, per Ohio Revised Code Section 3319.13, after exhaustion of sick leave benefits.

17.06 DURATION OF LEAVES

All unpaid leaves, except military and medical leave, shall be on a one (1) year basis. Written request for renewal must be accompanied by a verifying statement.

17.07 RETURN FROM LEAVES

- A. Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence, including personal illness, adoption of a child, or illness in the immediate family. Not less than ten (10) days before the termination of the leave, the employee shall submit a written statement from the attending physician certifying that the employee has been medically examined and that the employee is or will be able to resume the employee's duties with the Board when the leave of absence expires.
- B. Nothing in this section shall be construed to preclude an employee from returning to active employment from medical leave status prior to the expiration of such leave, upon the authorization of the attending physician or authorized practitioner; provided, however, the employee notifies the Board of the employee's intent to return to work fifteen (15) working days in advance of such return.
- C. Upon return from leave status, the employee shall be returned to the same position that the employee held at the time said leave commenced, if available; if not, to an equivalent position.
- D. Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of leave of absence for study. The application shall be accompanied by supporting evidence or statements showing that the plan for study was substantially carried out.

17.08 INJURY LEAVE

- A. In the event of a service connected occupational illness or injury, as determined by the Industrial Commission, the employee shall have the option of taking a charge against the sick leave credits of the affected employee only to the extent necessary to provide the employee with full pay, so that when the employee is receiving Workers' Compensation benefits the employee will only be charged, on a pro-rata basis, the difference in pay between the Workers' Compensation benefits and the employee's regular compensation. This option may be exercised by the employee presenting the check received from the Bureau of Workers' Compensation to the Treasurer of the Board. Otherwise, the employee shall receive Workers' Compensation benefits only without remuneration from or diminution of sick leave benefits.
- B. Any employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of the employee's application to return to work. Such application will be made within one (1) year following the date of the exhaustion of the employee's injury leave and sick leave. This period may be extended with the approval of the Board and upon advice of the Industrial Commission physician.

ARTICLE EIGHTEEN - GRIEVANCE

18.01 DEFINITION

- A. A "grievance" is defined as any question or controversy between an employee or the Association (brought at Step 2) with the Board involving the interpretation, application, or compliance with or non-compliance with the provisions of this Agreement; provided, however;
- B. Any action by the Board or any recommendation of the Superintendent to discipline and discharge the employment of any employee with the Board may be made the subject of a grievance and may be processed as such. Such grievance shall be brought at Step 2 of the grievance and arbitration procedures set forth at paragraphs 18.02 and 18.03.

18.02 PROCEDURE

- A. All employees should make every effort to settle differences or disputes without filing a grievance. In the event that an agreement cannot be reached, the following steps must be taken with respect to any grievance.
- B. Step 1 -The aggrieved employee shall present his/her grievance in writing to the fifteen (15) work days after the employee has knowledge of the facts which gave rise to the grievance or with reasonable diligence should have knowledge of such facts. If the employee does not refer his/her grievance to the second step of the procedure within five (5) work days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.
- C. Step 2 -The grievance shall be submitted in writing to the Superintendent who shall investigate the grievance. As part of such investigation, the Superintendent or his/her

designee(s) shall meet with the aggrieved employee and his/her representative and others having knowledge of the matter within ten (10) working days of receipt of the grievance at this step. Within seven (7) work days after this investigation meeting is held, the Superintendent's answer to the grievance shall be issued to the aggrieved employee, the Association, and all other affected individuals.

- D. The aggrieved employee shall have the right to be represented by a representative of the Association, upon request, at any step of the foregoing grievance procedure.
- E. If an employee does not receive an answer to his/her grievance within the time limits contained in Steps 1 or 2, the grievance shall be considered denied and may be processed under paragraph 18.03 or the next step, whichever is appropriate.

18.03 ARBITRATION

- A. Notification of the intent of the Association to appeal a grievance to arbitration must be submitted in writing to the Superintendent within five (5) work days after the written answer was given or should have been given by the Superintendent under Step 2 of the grievance procedure. Upon receipt of such notification, the Superintendent and Association will jointly request the American Arbitration Association to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the American Arbitration Association.
- B. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).
- C. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Association, and the employee involved in the matter.
- D. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances, as defined herein, shall be subject to arbitration.

ARTICLE NINETEEN - TRANSPORTATION

19.01 EXTRA TRIP ASSIGNMENT

- A. All field trips, athletic trips, band trips and the like, excluding the equipment bus, which are paid for out of the General Fund of the Board and which involve the use of school buses to transport students of the school district (herein referred to as "extra trip assignments") will be offered on a rotation plan to all eligible drivers.
- B. The rotation list used to select drivers to be assigned to extracurricular bus trips shall list regular drivers, in the order of their classification seniority. Assignment will be made on a rotation basis from the roster of eligible drivers with the first trip of the school year offered to the driver with the greatest classification seniority.
- C. Any driver who refuses to accept a posted trip will go to the bottom of the list and wait until his/her name goes through the rotation process.

- D. All extra trip assignments which are driven by school bus drivers pursuant to the foregoing rotation shall be paid as follows:
- (1) On trips which do not require the driver to be out-of-town overnight, the driver taking the trip shall be paid the Bus Driver, Step 0 hourly rate in effect at the time the trip is run for all time worked from the time the driver is directed to report for such extra trip assignment until the trip is completed.
 - (2) On trips which require the driver to be out-of-town overnight, the driver taking the run shall be paid the Bus Driver Service Step 0 hourly rate in effect at the time the trip is run for all driving time and shall either be provided with meals and lodging or be reimbursed by the Board for actual expenses incurred for meals and lodging during the trip, as determined by the Board. For purposes of this section, the term "driving time" is all time worked from the time the driver is directed to report for such extra trip assignment until the bus reaches its destination point and all time from such destination point back to the school district until such trip is completed. Sitting time or waiting time is not considered driving time. In the event an extra trip assignment involves multiple destination points, the same method shall be used to determine the driver's pay with the driver only paid for actual driving time.
- E. A driver assigned a trip which is cancelled shall be offered the same trip if and when it is rescheduled.
- F. Trips are scheduled on Tuesday, the week before the trip's actual date. However, should a trip be scheduled after Tuesday, assignment will be made on a rotation basis from the "late trip roster" of eligible drivers, including substitute drivers, with the first late trip of the school year offered to the driver with the greatest classification seniority.
- G. If assignment is made outside of rotation for trips scheduled less than twenty-four (24) hours from its departure time, the driver offered and assigned such trip shall be passed for the next "late trip" and his/her name will go to the bottom of the "late trip roster."
- H. Nothing in this section shall be interpreted as requiring any bus driver to accept any extra trip assignment. In the event sufficient bus drivers do not accept a particular extra trip assignment, the Board shall be free to secure drivers from the substitute driver list or from any available other source, including volunteers. Volunteers need not be compensated in accordance with the provisions of this Agreement.
- I. If a substitute is not available to take an extra trip that overlaps with the regular route time, a driver in rotation may take such trip without any loss in pay.

19.02 ELIGIBILITY

- A. Within the first week of each school year, all drivers must submit a letter to the transportation supervisor stating their desire to drive trips and their availability to do so. Any driver not submitting a letter will not be eligible to drive.
- B. If an extra trip leaves prior to the time the regular driver would ordinarily complete his/her regular route, the transportation supervisor may authorize a substitute if a substitute is available. If no satisfactory substitute is available, the driver must complete the normal contract obligations.

- C. Any driver not submitting a letter at the beginning of the school year, but later decides he/she will be available, must submit a letter and wait two (2) weeks before he/she becomes eligible, providing other drivers are available on the rotation list.
- D. If any driver refuses a trip or is absent on the day of the assigned trip, he/she will not be considered for assignment until their name comes up again for assignment.

19.03 PERFORMANCE

- A. All drivers of extra trips agree to comply with the rules and regulations of the Wayne Local School System. They will meet the performance expectations of the transportation supervisor and the rules and regulations set by the State and the Board.
- B. The Superintendent will maintain authority to relieve a driver of his/her assignment for lack of performance and for other good and just cause until an investigation and determination in the case is completed. The driver will be eligible for immediate assignment if the suspension is not upheld by the Board of Education. Otherwise, the driver will not be eligible until his/her name comes upon the rotation list.

19.04 OVERTIME PROVISIONS

All pay for extra trips outside the regular scheduled day shall be at the Step 0 base pay. When extra trips occur within the regular school day, the worked hours will be calculated toward overtime if more than forty (40) hours during a week is worked combining the regular job hours and the extra trip hours during the school day.

19.05 REPORTING TIME

- A. Drivers shall be paid an additional fifteen (15) minutes per day to conduct pre-trip inspection and to clean the interior of the bus. Such time shall be calculated as part of the route time and paid whenever the driver is on paid status.
- B. Should the district announce a delay in the start of the school day after the driver's normal time to report to work, drivers shall be paid for any time that such delay extends normal working hours, provided the driver remain on grounds. Drivers may be assigned transportation duties during this time.

19.06 BUS ROUTE ASSIGNMENT

- A. In August of every year, all routes shall be subject to bidding, including kindergarten and private school runs, with the most senior driver having first choice, second senior driver having second choice, etc. Also subject to bidding shall be the assignment of the field trip coordinator which shall also be subject to bidding by seniority.
- B. Prior to the bidding, the drivers shall receive written notice of the location of the routes, along with the bus assigned to the route and the approximate time and miles.
- C. Bus routes shall not be rebid after the start of the school year, even if the route changes during the year, except as provided in 19.07.
- D. An employee driving a kindergarten run, including the young fives and handicapped routes, shall be paid for two (2) hours. If the actual drive time/pre-trip is less than two

(2) hours, the driver may be assigned to additional duties in the transportation department to make up for the hours paid.

19.07 BUS ROUTE VACANCIES

- A. Bus route vacancies shall be posted in accordance to Article 11.01. If more than one driver applies, the driver with the most seniority shall be assigned the route.
- B. In the event a route becomes vacant during the school year, drivers shall have the right to bid on that route, by seniority, up to a maximum of two (2) bids per vacancy. The remaining route shall then be filled by a new employee. Said route shall then be posted and filled in accordance to 19.06 above.

Any route which becomes vacant after April 1, shall be filled with a substitute driver and posted in accordance to 19.06 above for the following school year.

ARTICLE TWENTY - SEVERANCE ALLOWANCE

- 20.01 An employee who has been employed by the Board continuously for a period of five (5) years and retires through the State Employees Retirement Systems (SERS) is entitled to severance pay based upon the following:
- 20.02 Sick leave accumulated by the employee may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave to a maximum of fifty-two (52) days.
- 20.03 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.
- 20.04 If an employee who is eligible for retirement/severance pay but deceases, completion of the required form certifying eligibility shall be waived and any severance pay he/she is eligible to receive shall be paid to his/her estate upon receipt by the Treasurer of a certified copy of the death certificate.

ARTICLE TWENTY-ONE – SALARY

- 21.01 The salary schedule in effect for the 2011-12 school year shall continue in effect through the 2014-15 school year.

However, for each year of the contract (2012-13, 2013-14 and 2014-15) the following stipend shall be provided:

- \$500 for those employees working four (4) or more hours per day.
- \$250 for those employees working less than four (4) hours per day.

Additionally, for each year of the contract, any employee working four (4) or more hours a day who is not eligible for a step increase will receive a six hundred dollar (\$600.00) stipend payable in a lump sum payment.

For an employee working less than four (4) hours a day who is not eligible for a step increase will receive a three hundred dollar (\$300.00) stipend payable in a lump sum payment.

PAYMENT SCHEDULE

2012-13: Stipends will be paid within thirty (30) days after the Board approves the agreement.

2013-14: Stipends will be paid no later than January 31, 2014.

2014-15: Stipends will be paid no later than January 31, 2015.

21.02 Effective July 1, 2012 the Board will pay for the fees related to the State and Federal background checks required by the Ohio Revised Code to perform primary job responsibilities/assignment, excluding any supplementals.

**WAYNE LOCAL SCHOOLS
SALARY SCHEDULE FOR 2012 – 2013, 2013-2014, 2014-2015**

	CUSTODIAN DAY	CUSTODIAN NIGHT	MAINT.	BUS	COOK	PARA- PROFESS.	SECRETARY	CHARGE COOK	LIBRARIAN/ AIDE	TECH ASST
0	\$13.02	\$13.14	\$13.29	\$15.55	\$10.71	\$11.52	\$13.79	\$11.40	\$11.73	\$11.65
1	\$13.47	\$13.60	\$13.68	\$16.03	\$10.91	\$11.93	\$14.25	\$11.61	\$12.18	\$11.70
2	\$13.92	\$14.06	\$14.13	\$16.51	\$11.12	\$12.33	\$14.70	\$11.81	\$12.57	\$11.76
3	\$14.11	\$14.23	\$14.53	\$16.64	\$11.56	\$12.76	\$15.02	\$12.51	\$13.03	\$11.82
4	\$14.19	\$14.35	\$14.96	\$16.93	\$11.98	\$13.18	\$15.48	\$12.67	\$13.47	\$11.89
5	\$14.63	\$14.79	\$15.38	\$17.39	\$12.41	\$13.60	\$15.93	\$13.09	\$13.88	\$11.94
6	\$15.07	\$15.21	\$15.81	\$17.69	\$12.73	\$14.02	\$16.39	\$13.42	\$14.15	\$12.00
7	\$15.37	\$15.50	\$16.25	\$17.98	\$13.10	\$14.44	\$16.66	\$13.73	\$14.57	\$12.08
8	\$15.58	\$15.72	\$16.66	\$18.08	\$13.48	\$14.72	\$16.78	\$14.10	\$15.00	\$12.13
9	\$16.06	\$16.16	\$17.08	\$18.34	\$13.58	\$14.87	\$17.09	\$14.31	\$15.16	\$12.19
10	\$16.13	\$16.26	\$17.49	\$18.52	\$13.88	\$15.28	\$17.53	\$14.50	\$15.54	\$12.24
11	\$16.55	\$16.67	\$17.90	\$18.84	\$14.27	\$15.66	\$17.77	\$14.93	\$15.92	\$12.29
12	\$16.78	\$16.92	\$18.33	\$19.10	\$14.66	\$16.06	\$18.04	\$15.33	\$16.33	\$12.36
13	\$16.78	\$16.92	\$18.33	\$19.10	\$14.66	\$16.06	\$18.04	\$15.33	\$16.33	\$12.36
14	\$17.20	\$17.35	\$18.74	\$19.51	\$15.05	\$16.16	\$18.48	\$15.73	\$16.78	\$12.46

- A. An employee shall be given credit for past experience in the same or similar work for placement on the salary scale.
- B. For movement to Step 14 in a specific classification, an employee shall be given credit for experience granted in A. above in addition to the years that he/she has been employed by the Board.

ARTICLE TWENTY-TWO- INSURANCE

22.01 ELIGIBILITY FOR BENEFITS

- A. For full-time insurance benefits "regular full-time employee" means any employee who works at least twenty (20) hours or more during a regular work week. Employees hired prior to the 2013-14 school year, shall be grandfathered at the twenty (20) hours per week qualifier for full-time benefits eligibility.
- B. Effective with the 2013-14 school year, any newly hired employee will be eligible for full-time benefits provided he/she works at least twenty-five (25) hours or more during a regular work week.

An employee who works less than twenty-five (25) hours but at least fifteen (15) hours during a regular work week shall be eligible for benefits with the Board's share of the premium provided at a pro-rata basis.

22.02 PROCEDURES FOR COVERAGE

- A. All insurance provided pursuant to this master contract shall be subject to the conditions set forth in any insurance contract secured by the Board: provided, however, if the Board elects to change carriers, any new insurance coverage secured shall be equivalent to the coverage, provided on October 1, 2000, unless otherwise approved and ratified by the Board and the Association.
- B. A notification regarding the annual open enrollment period will be posted in each school building/work location prior to and during the annual open enrollment period. Election of participation in the plans, along with a selection of coverage of a family or single plan, shall occur at this time. Exception to the open enrollment period will be when an employee experiences a life altering event, such as a change in marital status, or a hardship situation as defined by the carrier.
- C. For purposes of this Article, the effective date of the resignation of any employee shall be either: (1) the day prior to the commencement of the next school teaching year; or (2) the effective date of resignation as submitted on the employee's resignation notification, whichever date shall occur first.
- D. All insurances shall continue while an employee is on active pay status, including any paid leave of absence with the board assuming the premium payments as established in 22.03, 22.04 and 22.05. In addition, insurances and premium payments shall continue when an employee is on an unpaid leave of absence of less than thirty (30) days. Exceptions shall be when an employee is on a leave under the Family Medical Leave Act in which case, said insurances and premium payments shall continue for the duration of the leave as stipulated by law and Section 17.03 of this agreement.

22.03 HEALTH INSURANCE COVERAGE

Health Insurance Coverage (2012-13 school year and through December 31, 2013)

- A. The health insurance plan available to employees shall be a non-gatekeeper plan with a network and out-of-network level of benefits.
- B. The Board shall pay ninety-five percent (95%) of the premium for a single health insurance plan, eighty-five percent (85%) of the premium for an employee plus kids' plan or eighty percent (80%) of the premium for a family health insurance plan for all eligible employees.

For married couples both employed by the Board, the employees shall select either two (2) single plans, in which case the Board will pay ninety-five percent (95%) of the premiums for both plans, or one family plan in which case the Board shall pay one hundred percent (100%) of the premium.

- C. The employee's share of the monthly insurance premium shall be processed through a Section 125A – IRC plan. In addition, employees may elect to participate in medical and dependent care reimbursement provided under Section 125 of the Internal Revenue Code.
- D. The plan shall include the following copays, deductibles and co-insurance.

Office Visit Copay:	\$ 25.00	
Urgent Care Copay:	\$ 50.00	
ER Copay:	\$150.00	
Coinsurance	In Network	90%
	Out of Network	70%
Deductible	In Network	\$100 – Single / \$200 – Family
	Out of Network	\$300 – Single / \$600 – Family
Max Out of Pocket	In Network	\$1,000 – Single / \$2,000 – Family
	Out of Network	\$2,000 – Single / \$4,000 – Family

22.04 Health Insurance Coverage (Effective January 1, 2014)

- A. Effective January 1, 2014, the Health Insurance Plan will be administered as a High Deductible Health Plan with a Health Savings Account (HSA) for all eligible employees (Section 22.01) who qualify under IRS rules. The plan will maintain the same covered services and benefits provided by the medical plan in effect immediately prior to January 1, 2014. The plan year shall run January 1st through December 31st.
- B. Deductible
 - 1. The deductible for a single plan shall be \$2,000 per plan year.
 - 2. The deductible for an employee plus kids' plan shall be \$4,000 per plan year.
 - 3. The deductible for a family plan shall be \$4,000 per plan year.

- C. Preventative services as reasonably identified by the member's service provider shall be covered at one hundred percent (100%) and not subject to the deductible stated in 22.04 above.
- D. Once the deductible is reached, all insurance claims, including prescriptions will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.
- E. The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in Section B above subject to the lifetime maximum.

F. Contribution to Deductible

- 1. The Board's contribution to a employee's Health Savings Account is as follows:
 - a. Single: \$1,000
 - b. Employee + Kids: \$2,000
 - c. Family: \$2,000
- 2. The Board's full contribution shall be made by the first payroll in January.
- 3. The Board will contract with a financial institution of its choice to establish the HSA Account which will include a debit card with no fees to employees.
- 4. Employees may elect to contribute to their deductible through payroll deduction or lump sum as designated by the employee.
- 5. The contribution rate for the Board is the amount applicable to a full-time employee (Section 22.01). Part-time employees shall receive a pro-rata contribution to the deductible based on the number of full-time equivalent hours.

6. Pro-Rata Contribution and Reimbursement:

If an employee leaves the employment with the Board prior to the end of any calendar year (December 31), he/she will be required to reimburse the Board a pro-rata share of the Board's contribution towards his/her deductible/health savings account. If an employee is aware that he/she may be leaving prior to December 31 of any year, he/she can make arrangements with the Treasurer's office to provide a pro-rata contribution towards his/her deductible.

Additional pro-rata reimbursement to the Board may be necessary if an employee alters his/her plan during the calendar year, such as changing from a family to single coverage, or alters working hours to less than full-time.

The Board's contribution will be adjusted, on a pro-rata basis, should an employee alter his/her plan during the calendar year, such as changing from a single to family coverage or increasing working hours to full-time.

7. Hardship Advancement:

The Board agrees to advance up to the full amount of the employee's deductible as a loan to the employee if the employee can demonstrate through documentation extreme hardship or exigent circumstances. An employee shall be required to provide a written request for a hardship application/advancement to the Superintendent and the Treasurer.

An employee shall be required to reimburse the Board the amount of advancement that was the employee's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt by the employee of the advanced funds. A decision by the Superintendent/Treasurer to deny a request for advancement shall be final and shall not be subject to challenge through the grievance process contained in this agreement.

G. PREMIUMS:

1. Effective January 1, 2014, the sharing of premiums shall be as follows:

- Single: Board – 95% Employee – 5%
- +Kids: Board – 90% Employee – 10%
- Family: Board – 82.5% Employee – 17.5%

2. The premium sharing above is considered the base-line.

Effective January 1, 2015, and each year thereafter, if the health insurance premium increase is greater than eight percent (8%), the percentage of the employee's share will be increased by the percent that the premium exceeded eight percent (8%) until the employee's share reaches a maximum of: Single – 5%; +Kids – 15%; Family – 20%.

If in any year after the employee's share exceeded the base-line negotiated amount, the premium increase is less than eight percent (8%), the employee's share will decrease by the percent that the premium increase is less than eight percent (8%) until the employee's share reaches the base-line of: Single – 5%; +Kids – 10%; Family – 17.5%.

Employees enrolled in Medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said employees the High Deductible Health Plan (HDHP). The plan will pay for eligible claims up to the amount of the Board's normal contribution, the employee will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at one hundred percent (100%) by the plan for the balance of the plan year subject to the lifetime maximum.

22.04 LIFE INSURANCE

Life insurance, including accidental death and dismemberment shall be provided to all employees without cost in the amount of \$25,000.

22.05 DENTAL INSURANCE

- A. The Board shall continue to provide the Delta Dental plan, or its equivalent, for regular full-time employees and their dependents, paying the full amount of the premium.
- B. The above mentioned dental plan shall be provided to part-time employees with the Board paying 50% of the premium for those employees electing such coverage.

22.06 HEALTH INSURANCE COMMITTEE

- A. Members of the Health Insurance committee shall include four (4) employees appointed by the WEA President, two (2) non-certificated employees appointed by the WNEA President and two (2) representatives from the Board.
- B. The Health Insurance Committee shall meet for the remainder of the 2012-13 school year and into the 2013-14 school year to develop training sessions on topics related to a Health Savings Account. The intent is to provide teaching staff members with enough information about a HSA to assist with the transition in January 2014.

ARTICLE TWENTY-THREE - NEGOTIATIONS PROCEDURE

23.01 REQUEST TO OPEN

To open negotiations a written notice shall be submitted by the President of the Association to the Superintendent or by the Superintendent to the President of the Association by April 1, unless the parties mutually agree on a different date.

23.02 PROPOSALS

Written proposals shall be exchanged by the parties at the first negotiations meeting. The party requesting negotiations shall first present and explain its proposal followed by the second party's presentation and explanation of proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.

23.03 TENTATIVE AGREEMENT

When an agreement is reached through negotiations on an article/issue, language shall be reduced to writing and signed by the spokesperson of each negotiations team.

When a tentative agreement is reached on all issues, the package shall be submitted to the Association's membership for a vote.

Following the Association's vote, the Board shall vote on the package at the next regular Board meeting.

If the agreement is ratified by both parties, the contract shall be signed by both parties.

23.04 IMPASSE

In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first negotiation session, either party may declare impasse in writing on all issues being negotiated. The parties may mutually agree to withdraw from the impasse procedures any item which may be submitted later for ratification as part of a total package. Upon declaration of impasse, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service. The impasse procedures of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator.

ARTICLE TWENTY-FOUR - DURATION OF AGREEMENT

24.01 This agreement shall be effective July 1, 2012, and shall remain in effect to June 30, 2015.

WAYNESVILLE NONCERTIFICATED
EMPLOYEES ASSOCIATION, OEA/NEA

Lisa Pennington
Lisa Pennington, President, Cafeteria

Marla Bell
Marla Bell, OEA Representative

Marilyn Whitsel
Marilyn Whitsel, Team Member,
Paraprofessional

Hazel C Brown
Hazel Brown, Team Member, Custodian

Barb Campbell
Barb Campbell, Team Member, Driver

Debbie Benton
Debbie Benton, Team Member, Secretary

Kathy Hale
Kathy Hale, Team Member, Librarian

4/8/2013
Date

WAYNE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Danny McCloud
Danny McCloud, President

Patrick Dubbs
Patrick Dubbs, Superintendent

Ronald L. James
Ronald L. James, Treasurer

4/8/2013
Date

**WAYNE LOCAL SCHOOLS
STAFF ABSENCE FORM**

Employee's Name _____ Date Submitted _____

CHECK TYPE OF LEAVE TO BE USED. ONE TYPE OF LEAVE PER FORM.

- _____ A. SICK LEAVE. (Falsification of Sick Leave will be Grounds for Termination.)
The undersigned says that he/she is hereby making application for the use of sick leave as provided in Revised Code 3319.141 (3319.14.1) and that the use of such sick leave is justified for appropriate reasons.

- _____ B. PERSONAL BUSINESS LEAVE

- _____ C. JURY DUTY OR SUBPOENA

- _____ D. MILITARY DUTY

- _____ E. UNPAID LEAVE

- _____ F. INJURY OR DISABILITY LEAVE

- _____ G. ASSAULT LEAVE

- _____ H. PROFESSIONAL ABSENCE (Assigned, Excused or Professional)

- _____ I. VACATION LEAVE (For 12 Month Employees)

- _____ J. OTHER – Specify _____

I am requesting _____ of leave on _____
Day(s) Hour(s) Date(s)

Signature of Employee _____
Signature of Superintendent,
Principal or Supervisor _____

CENTRAL OFFICE USE ONLY

_____ Accepted _____ Rejected Date _____ By _____

If rejected, state reasons and return to employee PRIOR TO THE DAY OF THE REQUESTED LEAVE _____

Signature of School Official

WAYNE LOCAL BOARD OF EDUCATION

SICK LEAVE BANK APPLICATION

DATE: _____

NAME: _____

NUMBER OF SICK LEAVE DAYS USED THIS SCHOOL YEAR: _____

NUMBER OF SICK LEAVE DAYS YOU CURRENTLY HAVE AVAILABLE TO YOU:

PROVIDE A BRIEF EXPLANATION AS TO THE REASON FOR YOUR REQUEST:

NUMBER OF DAYS YOU ARE REQUESTING FROM THE BANK: _____

SIGNATURE

WAYNE LOCAL BOARD OF EDUCATION

SICK LEAVE BANK
PHYSICIAN VERIFICATION

_____ Is unable to perform his or her teaching duties and
requires extended sick leave because:

This patient has been under my care for the present illness for (length of time): _____

Physician's estimate of number of days needed for recovery: _____

Physician's Signature

I give my physician permission to release the above requested medical information.

Employee's Signature