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AGREEMENT

BETWEEN

**THE CANTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/
AFSCME LOCAL 4, AFL-CIO AND
OAPSE LOCALS 107 AND 161**

EFFECTIVE THROUGH

JUNE 30, 2016

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ARTICLE I - RECOGNITION

1.01

The Canton City Board of Education, the “Board,” recognizes The Ohio Association of Public School Employees/AFSCME Local 4, AFL-CIO and OAPSE Locals 107 and 161, the “Union,” as the sole and exclusive bargaining agent for all regular classified unit members in the custodial and maintenance division, all regular classified secretarial-clerical unit members, bus drivers (SERB No. 84-RC-10-2162), bus mechanics and all regular educationally related unit members (other than certificated personnel) in the school district. The Board agrees to provide a copy of the current Collective Bargaining Agreement (“*Agreement*”) between the parties to each newly hired Unit Member.

1.02

For the purpose of this Agreement, Section 1.01 shall be considered as one single combined bargaining unit.

1.03

The following positions and/or individuals are excluded from the bargaining unit: a total of no more than eight (8) Executive Assistants; Benefits Liaison; all casual employees; all substitute employees; all certificated employees other than certificated educationally related employees; all unclassified employees in the secretarial-clerical classification and the educationally related classification regularly working less than thirty hours in a workweek except Sign Language Interpreters; all JTPA employees and all individuals paid on the administrative salary schedule.

1.04

When the Board establishes a new position similar to job classifications then included in the bargaining unit, the Board shall notify the Union and provide a copy of the proposed job description hours and rate of pay. Within ten days of such notice, the Union may request a meeting with the Business Manager to discuss whether the position should be included as part of the bargaining unit. If no agreement on the issue is reached, the Union may appeal the question directly to Step III of the grievance procedure within twenty (20) working days. The Board retains its right to implement its proposed wage rate pending resolution of whether the position is in the bargaining unit.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01

Either party may initiate negotiations for a successor agreement not more than 105 calendar days nor less than 75 calendar days in advance of the expiration date of this agreement by filing a Notice to Negotiate with the State Employment Relations Board and a copy to the other party. The parties shall hold their first negotiations session by May 1 unless they mutually agree to a different date in writing.

2.02

Each negotiating team shall consist of no more than seven (7) persons. (Three [3] team members per local and one [1] spokesperson.)

2.03

Each meeting shall be closed and held in executive session.

2.04

All proposals shall be exchanged in writing at the first meeting.

2.05

As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representative of each party.

2.06

- A. Upon reaching a tentative agreement, said contract shall be presented to the Union membership for ratification within ten (10) days. If ratified, the contract shall be presented to the Board for its consideration at its next regular or special meeting.
- B. Within thirty (30) days of approval of the tentative agreement by the Board, there shall be two original agreements prepared for signatures. After the agreement has been signed, sufficient copies will be made for distribution to the unit members and administration for the life of the contract. The cost of such copies will be shared equally by the Board and the Union.

2.07

If sixty (60) calendar days after the opening of negotiations or a date mutually agreed upon tentative agreement on all items is not reached, the parties may use the services of the Federal Mediation and Conciliation Service (FMCS).

2.08

The parties agree that the foregoing shall be the mutually agreed to alternative dispute settlement procedure.

ARTICLE III - BOARD OF EDUCATION RIGHTS

3.01

The Board hereby retains and reserves unto itself all powers, rights, and authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States including but without limiting the generality of the foregoing, the right:

- 3.0101 To the executive management and administrative control of the school system and its properties and facilities.
- 3.0102 To hire unit members and, subject to the provisions of this Agreement to determine their continued employment, their dismissal or demotion, and to promote, and transfer all such unit members.
- 3.0103 To determine the hours of employment and the duties, responsibilities, and assignments of unit members with respect thereto, and with respect to the terms and conditions of employment.
- 3.0104 The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies and rules, regulations and practices in furtherance thereof, of the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and applicable statutes and laws of the United States.

ARTICLE IV - INDIVIDUAL RIGHTS

4.01 - Discrimination

The parties have agreed that they shall work together to prevent any unlawful discrimination as to race, color, religion, national origin or ancestry, age, disability, or sex in hiring practices and assignments to jobs and selection for upgrading.

4.02 - Joining the Union

Individuals have the right to join or not join the Union.

4.03 - Personnel File

There shall be only one (1) official personnel file. Official personnel files shall be available for inspection at the Board's Central Administrative Office and, to the extent permitted by law, shall not be open to the public.

4.0301 A unit member shall have the right, at reasonable times, to examine and/or obtain at his/her own expense any material from his/her personnel file.

4.0302 A unit member shall be provided with a copy of any material placed in his/her file at the time it is placed in the employee's personnel file. The unit member shall be given an opportunity to prepare a written response to such material which shall be included in the file. No disciplinary action (warning, reprimand or suspension) nor any evaluation shall be placed into a unit member's file without the unit member having an opportunity to sign the document. The unit member's signature is merely an acknowledgement the unit member has received the document and has had an opportunity to read the document and does not indicate agreement with the content. Should the employee refuse to acknowledge receipt and an opportunity to review the document, such refusal shall be noted on the document and signed by the person delivering the document to the unit member. Any person who places written material in a unit member's file shall sign the material and signify the date on which such material was placed in the file. No anonymous materials shall be placed in the unit member's file.

4.0303 a. At any time, a unit member may request in writing that information or other documentation which he/she believes is outdated, irrelevant or immaterial be removed from his/her file. Such request shall detail the unit member's rationale as to why the material should be removed. If the material is not removed, the employee's request will be attached to the material.

b. Upon the request of a unit member any disciplinary records will be removed from the unit member's file after five (5) years if there has been no disciplinary warning, reprimand or suspension for any reason in the interim period.

c. Should a unit member be disciplined, suspended or discharged from employment, neither the unit member nor the Union may rely upon the defense that the unit member has been an employee with long service and a good record void of any prior disciplinary actions.

4.0304 If a complaint from a member of the public is to be placed in the unit member's file, such complaint shall include the name, address or phone number and particulars of the complaint. To the extent permitted by law, any complaint found by the District to be unwarranted shall not be placed in the unit member's file.

4.0305 When a request to examine an employee's personnel file has been made, the District will notify the employee that such request was made and, if known, who made it. Notification may be either oral or written. An employee will not be required to sign to see his/her own file. The unit member's social security number and any medical information shall be considered confidential.

4.04 - Evaluation

4.0401 Upon completion of their probationary period, unit members shall be evaluated every three (3) years, unless the Business Manager determines that more frequent evaluation is necessary due to poor job performance. Employees shall be entitled to a minimum of two (2) calendar days advance notice of any evaluation meeting. Each employee shall be evaluated on a standard evaluation form, which shall be the same for all unit members. Upon completion of an evaluation, the evaluation shall be discussed with the employee during the employee's paid time. Following the discussion, the unit member shall sign the evaluation and shall receive a copy of the same. Such signature shall denote neither agreement nor disagreement with the evaluation but shall denote only that the unit member has reviewed and discussed the evaluation. An evaluation should not be changed after the employee signs it. If for some reason a change is necessary, the employee shall be advised and has an opportunity to sign the revised evaluation before it is placed in the employee's personnel file. The unit member shall be permitted to respond in writing to the evaluation and such response shall be made a part of the evaluation. Comments in the evaluation should be reflective of the employee's performance and conduct and its impact and affect on the operations and mission of the District.

4.0402 All evaluations shall state the time period for which a unit member is being evaluated.

4.0403 All individual evaluation areas rated below satisfactory shall list suggestions for improvement. While it is not always possible to do so, supervisors are encouraged to discuss below satisfactory performance areas with the unit member prior to the final evaluation in any school year.

4.0404 The Local Union President shall be notified of the annual date evaluations for the bargaining unit members are anticipated to be completed.

4.0405 The Business Manager will consider any recommendations from the Presidents of Local 107 and 161 to modify the evaluation procedure and forms. Prior to implementing any such recommendations, the Business Manager will notify the Presidents and, if requested, will negotiate with them concerning the affects of any such change.

4.05

No member of the bargaining unit will formally evaluate another unit member.

4.06

With the exception of the health assistants and school community workers in elementary buildings, no bargaining unit member shall be required to administer medication. This provision will not apply to newly created positions that contain in a job description the administration of medication to students. Elementary school community workers will not be required to administer medication to students unless they have been provided with adequate training. In the absence of a health assistant or school community worker, one additional bargaining unit member (educationally related) in each building, who has been provided adequate training may be required to administer medication. Bargaining unit members who administer medication to students shall be defended and held harmless from any claims for negligent administration of medication to students arising out of their employment.

Other than school community workers, employees are not required to agree to transport students, parents or guardians or other staff in their personal vehicles.

Any employee who is required to transport students, parents, guardians or other staff in their personal vehicles shall be reimbursed the increased cost of their insurance premiums that can be established by the unit member as a result of providing such transportation.

4.07

On or before November 15 of each school year, the Board will post copies of the seniority list on designated bulletin boards in each facility. Unit members shall have to and including December 15 to notify the Business Manager of any alleged errors in the seniority list. Failure to notify the Business Manager of the alleged error shall waive the alleged error. Employees on an approved leave during the posting period shall be exempt from this provision. Two seniority lists will be provided to each local Union president each year.

4.08

The provisions of O.R.C. Section 124.57 shall not apply to unit members and such members may engage in partisan political activity during non-working hours.

4.09 - Employee Discipline and Discharge

- A. Non-probationary employees may be demoted, reduced in pay, or suspended, or discharged from their job or otherwise disciplined for cause.
- B. Disciplinary Procedure
 - 1. Before imposing a reduction in pay, demotion, suspension or discharge on a non-probationary employee, the Business Manager

shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the alleged behavior. The employee has the right to be accompanied at the conference by Union representation. The conference will be scheduled as promptly as possible by the Business Manager. The Business Manager may impose reasonable rules on the length of the conference and the conduct of the participants. At the employee's request, the conference shall be recessed for a maximum of three (3) work days to allow the employee time to provide necessary information relevant to the alleged behavior. If the Business Manager determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three (3) days pending the conference to determine final disciplinary action and for such additional time that the conference may be recessed.

2. The party bringing the charges will be present at the disciplinary hearing. The employee and/or the employee's representative may ask questions of the charging party relative to the facts of the charge.
3. Progressive discipline should generally be followed.
4. When imposing a demotion, reduction in pay, suspension, or discharge on a non-probationary employee, the Business Manager shall sign a written statement of demotion, reduction in pay, suspension or discharge. The statement shall state the grounds for the disciplinary action or removal. The Business Manager shall furnish a copy of the statement to the employee and, if requested by the employee, to the local Union representative. Disciplinary action is effective according to the terms of the statement of demotion, reduction in pay, suspension, or discharge. An employee who is demoted, reduced in pay, suspended or discharged shall have the right to file a grievance concerning such suspension or discharge directly to the last internal step of the grievance procedure. Such grievance shall be filed within the time limits set forth in the last internal step of the grievance procedure.
5. Notwithstanding O.R.C. Ch. 124, this Section shall exclusively govern the continued employment, discipline, and discharge of employees.
6. The parties have adopted a disciplinary form to be used in disciplinary matters. See Appendix A.

The disciplinary form should be completed within one business day of the meeting and only those present at the meeting shall be signatories

to the form. A copy of the disciplinary form shall be provided to the employee.

7. When the Business Manager's designee is holding the disciplinary hearing, the employee will be given notice of the designee.
8. When the discipline involves a suspension of more than three (3) days, the individual bringing the charge(s) against the employee may not also serve as the Business Manager's designee for purposes of the disciplinary hearing.
9. No unit member should be disciplined in the presence of other unit members or in public, but the parties recognize there may be exceptions that occur. To the extent provided by law, all matters herein shall be kept confidential.
10. In lieu of a suspension without pay, the Administration has the discretion to give an "administrative suspension" which shall be a suspension with a reduction in pay of 20% for each day of the suspension. For purposes of progressive discipline an administrative suspension carries the same weight as a suspension without pay.

C. New Employee Probation

1. Each new employee shall serve an initial probationary period of ninety (90) work days which may be extended by an additional ninety (90) work days by mutual agreement of the Local President and the Business Manager. At any time, during the initial or extended probationary period, the Business Manager or Superintendent may discharge the employee without providing reasons and without the need to establish proper cause. In the event a probationary employee is discharged, the Union President and employee shall receive a copy of the notice of discharge.
2. Neither the employee nor the Union shall have any right under the contract to challenge a probationary discharge. A probationary employee otherwise shall get the benefit of all provisions of this Agreement in accordance with the terms of specific provisions.
3. Bargaining unit members who are hired pending the completion of a preemployment criminal background check shall be subject to immediate termination of employment for failure to meet the requirements of such background check under the same terms as any probationary employee, even when such background check has been completed outside the time period set forth in Section 4.09(c)(1).

4.10 - Assault

Any incident of either verbal or physical assault suffered by an employee while on the job shall be promptly reported in writing to the immediate supervisor. The immediate supervisor shall acknowledge receipt of such report and shall report such information to the Business Manager and provide a copy to the Local Union President.

4.11

Beginning October 1 of each year, a regular class for elementary grades, which has thirty-two (32) or more students for more than ten (10) consecutive days, will have a classroom assistant assigned to it on a full-time basis. The assistant will remain in the classroom throughout the day unless the principal determines another assignment related to that class is needed. The assistant may be reassigned only when the class drops below thirty-two (32) students for more than ten (10) consecutive days. Upon the principal's request, an assistant will not be assigned to a classroom. Where IEP students, exclusive of speech and hearing students, are included without an included teacher or a follow-along assistant, each will count as two in the above ratio.

4.12

Employees regularly scheduled to work at least three (3), but less than six (6), consecutive hours each work day shall be entitled to one (1) fifteen (15) minute paid break as approved by the supervisor; those employees scheduled to work six (6) or more consecutive hours each work day shall be entitled to two (2) fifteen (15) minute paid breaks as approved by the supervisor.

Except for chief custodians, custodians and custodian firemen, it is understood that employee's lunch periods shall be uninterrupted except in the event of an emergency, in which case, the employee will be entitled to a full thirty (30) minute uninterrupted lunch break upon return from the emergency. Chief custodians, custodians and custodian firemen shall receive a thirty (30) minute paid lunch during which they may be interrupted as necessary.

4.13

Educationally related assistants assigned to classrooms shall not cover classrooms alone for extended periods of time.

4.14

Subject to program and space availability, children of bargaining unit members whose applications for admission have been received by August 15th will be allowed to enroll in the Canton City Schools without being required to pay tuition, provided that no additional staff will be required to admit a child. Transportation of the child to and from school will be the responsibility of the unit member and at the sole expense of the unit member. Such students shall be assigned to their school building and class by the Superintendent or designee.

Transportation services will be made available to children enrolled under the provision. Availability will be determined upon the same criterion as contained in the Board's Intradistrict Open Enrollment Policy.

4.15

In-service opportunities shall be made available to all classifications. When in-service is mandatory, unit members shall be paid for attendance. The District shall make a good faith effort to make training opportunities available to bargaining unit members. The Business Manager maintains sole discretion regarding the nature and frequency of training opportunities.

4.16

In order for the District to effectively enforce its policy prohibiting harassment because of sex, race, national origin, religion, disability, age or veteran's status and to take prompt, appropriate corrective measures, it is essential that any and all incidents of prohibited harassment be reported promptly in writing to either the immediate supervisor or to the Supervisor of Human Resources or to any other person who has been designated by the Business Manager for receipt of such incident reports.

4.17

Probationary employees shall receive training for their new position.

4.18

Unit members, upon successful completion of the Paraprofessional Assessment Test required by the No Child Left Behind Act, shall be reimbursed for the cost of the test.

4.19

All employees who are paraprofessionals must meet NCLB Parapro qualifications (2 years of qualifying college credit or completion of Professional Assessment Test).

ARTICLE V - UNION RIGHTS

As the recognized representative and bargaining agent for the bargaining unit, the Union has the following rights:

5.01

The use of one (1) designated bulletin board within each building for only Union postings. It shall be the responsibility of the Union to remove any non-Union postings.

5.02

The use of members' mailboxes for the distribution of Union announcements and memoranda. At the time of the distribution, the Union will provide the designated building administrator with an informational copy of any general announcements or memorandum.

5.03

The reasonable use of the board's inter-school mail service.

5.04

The right, upon request, to inspect and, if necessary, at its own expense, copy any public document.

5.05

Upon application to and approval by the Business Manager, the Union may use school buildings for meetings.

5.06 - Safety

5.0601

Twice a year the Administration shall conduct safety meeting(s) with the unit members. Additional meetings may be scheduled by the Business Manager as is appropriate.

Any safety or health problems perceived by any bargaining unit member must be brought to the attention of the employee's supervisor(s) and shall be done promptly through written description of the problem, including the location and date when the perceived safety or health problem was first observed. If the problems continue or are not resolved, they may be brought to the Safety Committee by the appropriate local Safety Committee representative.

5.0602

- A. Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned with no reduction in pay or hours while the condition is being investigated and/or corrected.
- B. No bargaining unit member shall be in any way discriminated against as a result of reporting any condition regarding safety, health, and sanitation. A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this Contract as the means for asserting such a claim.

5.07

Upon written request, the board shall provide the Union with a copy of any public record.

5.08 - Labor Management Committee

There shall be a Labor-Management Committee, the procedures and rules of which shall be established jointly by the Committee members. An agenda shall be established jointly by the Business Manager and the Local Presidents for each Labor-Management Committee meeting and shall be distributed to all committee members one week in advance of the meeting. Any issue committee members wish to discuss must be submitted to the Business Manager and Local Presidents for their consideration prior to distribution of the agenda. All discussions are limited to those issues on the agenda.

5.09 - Union Time

5.0901 Release time for a general meeting of all Union members on school time, not to exceed two (2) meetings a year with a two-hour (2 hour) limit, when school is not in session may be scheduled upon request of the individual Union locals.

5.0902 Each local Union shall be entitled to twenty-five (25) days each with pay per year to unit members elected or appointed to represent the local Union. A written notice specifying the names of the unit members attending the meeting shall be furnished by the Union to the Business Manager at least three (3) work days in advance, when feasible.

5.0903 In addition, a one-hour (1) meeting of all new Local 161 and Local 107 unit members with Union officers and school administrators may be held each year during working hours.

5.0904 Each union member will be entitled to attend scheduled union meetings. Members that are scheduled to work during this time shall notify their immediate supervisor to be excused and will make up the time they are excused for by adjusting their normal work time as approved by the immediate supervisor.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 - Grievance Definition

A grievance shall be defined as a dispute between a unit member or a unit member-represented group and the Board concerning the interpretation or application of only the specific and express written provisions of this Agreement. The Union as an entity may file a grievance for a dispute involving a specified express provision of Article I, Article II, Article IV, Article V, Article VI, Article XII and Article XIV and § 7.04 and § 7.09. Said grievance shall be filed within twenty (20) working days of the situation giving rise to the filing of said grievance. Grievances not filed within the twenty (20) working day period shall be regarded as invalid. Any grievance involving suspension from or termination of employment or alleged violation of Union rights is subject to immediate review at Step 2 of the Grievance Procedure.

6.02 - Grievance Procedure

- 6.0201 Expect as provided in Section 6.01, prior to a formal grievance being filed, the unit member and the administration shall attempt to verbally resolve the situation giving rise to the grievance. The attempt will be between the unit member and the administrator who is directly responsible. Settlements at this level will not be inconsistent with the terms of this Agreement and will set no precedents.
- 6.0202 Formal grievances by individual unit members must be signed by the grievant(s) and the appropriate local Union representative. The Union shall notify the Business Manager, in writing, of the local Union representative.
- 6.0203 Representation of unit members shall be limited to designated Union officials. Unit members may represent themselves at the grievance meetings. The Union shall have the opportunity to be present at the grievance meetings and no adjustment shall be inconsistent with the terms of the Agreement.
- 6.0204 All grievances and all grievance dispositions at all steps shall be in writing and dated. Special grievance-disposition forms shall be used. (Appendix B).
- 6.0205 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- 6.0206 The parties may mutually agree in writing to an extension of any time limit in this Article. If no extension is agreed upon, the failure of the administration to meet any time limit shall allow the grievant to move to the next step of the grievance procedure.
- 6.0207 The Union's designated representative shall receive a copy of written decisions.

6.0208 Any grievance filed prior to the expiration date of this Agreement shall be processed under the terms and the provision of the Agreement in effect when the grievance was filed.

6.0209 The Union shall not pursue any grievance to arbitration where the same issue(s) have been submitted to an outside agency for resolution. Unfair labor practices shall be exempt from this provision.

6.0210 When a formal grievance is filed, the unit member filing the grievance, or the Union, may contact the Business Manager, who will identify the appropriate administrator who will hear the grievance. At any level of the grievance procedure, the Supervisor answering the grievance shall identify the appropriate Supervisor that will be responsible at the next level.

6.0211 Unless the Section of the contract being grieved is one under which the Union has the right to file a grievance, the Board may not rely upon the failure to have filed a grievance previously as precedent.

6.03

STEP I - A grievance, filed within the time limits expressed under Section 6.01, shall be presented to the employee's designated immediate supervisor who shall endeavor to resolve the grievance. Within ten (10) work days after the receipt of the written grievance, the supervisor holds the Step I meeting. A decision shall be rendered within seven (7) work days of the meeting.

6.04

STEP II - If the grievant(s) is not satisfied with the disposition of the grievance under Step I, the grievant(s) may within seven (7) working days of the Step I disposition appeal the grievance to the Business Manager. Within twenty (20) work days of the receipt of the grievance the Business Manager shall reply in writing as to his/her disposition of the grievance. Such written disposition will occur after a meeting with the grievant has been held.

6.0401 If the Board fails to meet the time limits established in Step II and if the grievance proceeds to Step III, the arbitrator's fee shall be assumed by the Board.

6.0402 At the time of delivery of the Step I and II grievance response, the grievant shall be given a dated receipt of delivery.

6.05

STEP III - If the grievant is not satisfied with the disposition of the grievance at Step II, the Union may with the grievant's written concurrence within fifteen (15) work days of receipt of the answer, notify the Business Manager of its intent to submit the grievance to arbitration. If such notice of intent is filed with the Business Manager, the parties will meet within twenty-one (21) working

days to determine whether the grievance can be resolved. At that meeting, neither the employee-Grievant nor the employee-Grievant's immediate supervisor shall be present. The parties will exchange information that may be helpful in resolving the grievance. If the parties are unable to resolve the grievance through this process, a request for a panel of arbitrators will be submitted under § 6.0501 unless the Union decides to withdraw its intent to submit the grievance to arbitration. Any resolution must be approved by the grievant and the Union.

- 6.0501 The Union and the Business Manager shall jointly request the American Arbitration Association to submit a list of arbitrators that includes only members of the National Academy of Arbitrators. The parties shall select the Arbitrator by following the rules of the American Arbitration Association which rules will also govern the arbitration hearing.
- 6.0502 The arbitrator shall, if reasonably possible, schedule a hearing within thirty (30) days of notification of selection. The hearing shall be held at a time and place mutually agreeable to the parties.
- 6.0503 The Arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at the decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- 6.0504 The decision of the arbitrator shall be final and binding on all parties.
- 6.0505 The arbitrator's fees and expenses shall be paid by the Board if the grievance is sustained and shall be paid by the Union if the grievance is denied. If the grievance is sustained in part and denied in part, the Arbitrator's fees and expenses shall be shared equally between the parties.
- 6.0506 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. This does not prohibit either party from using the result of the grievance as precedent for other grievances.
- 6.0507 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons essential to the hearing to be present.
- 6.0508 Nothing contained in the grievance procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss

the matter informally with members of the administration through normal channels of communications.

6.0509 No reprisals of any kind will be taken by either party against any party in interest, any building representative or any other participant in the grievance procedure by reason of such participation.

6.0510 No Administrator/Supervisor shall be responsible for more than one step of the grievance procedure.

ARTICLE VII - DEFINITION OF TERMS

7.01 - Classified Personnel

Classified personnel include unit members hired under civil service regulations in the Canton City School System.

7.02 - Educationally Related

As applicable to this Agreement, school unit members who are not covered by civil service regulations are considered to be educationally related personnel.

7.03 - Regular Unit Members

Unit members who work on a continuing basis throughout the school year shall be considered regular unit members, provided they have completed their initial probationary period.

7.0301 Full-time unit members are regularly employed on a continuing five-day-a-week basis for a minimum of six (6) hours a day or the time needed to fulfill the schedule of a school day.

7.0302 Part-time unit members are regularly employed on a continuing five-day-a-week basis for fewer hours than constitute a complete school day.

7.04 - Substitute/Temporary Employees

Personnel hired to fill temporary vacancies due to absence, shall be considered a substitute employee. These employees do not accumulate seniority and are not considered bargaining unit members. Temporary employees are personnel hired to fill vacancies until a permanent employee can be selected and are not considered bargaining unit members. The vacancy should be filled within forty-five (45) days.

7.05 - System Seniority

A. System seniority shall be defined as the period of continuous employment with the Canton City Schools, commencing with the first work day as a regular unit member from the last date of hire.

B. The system seniority of every employee, after he/she successfully satisfies the probationary period of his/her job, shall be considered continuous until he/she:

1. Resigns;
2. retires;
3. is laid off for a time exceeding the recall period; or
4. is discharged for cause.

7.06 - Days

Unless otherwise specified in this Agreement, the word “days” shall mean calendar days.

7.07 - Year

Unless otherwise specified in this Agreement, the word “year” shall mean the work year, as measured from July 1 through June 30.

7.08

As used in this Agreement, Business Manager shall mean the Business Manager or designee. The Business Manager will provide the Union Presidents notice of any designees. Designees shall not be changed without notice to the Union Presidents.

7.09 - Vacancy

A position that remains unfilled as a result of resignation, retirement, termination, transfer or death after the Administration has made a determination that it intends to fill such position or a position that is created as a new position, or a position that has been filled by a substitute or temporary employee for longer than four (4) months, exclusive of summer help.

ARTICLE VIII - EMPLOYMENT PROCEDURE

8.01 - Applications

To be considered for a unit position, a candidate must be a high school graduate or equivalent. New employees or unit members not currently covered by Civil Service must apply to Civil Service for openings in positions covered by Civil Service. For openings in positions not covered by civil service, candidates must apply to the Business Manager. Current unit members already covered by

Civil Service must also apply to the Business Manager for any openings. When a list is requested by the Board for an opening in a position covered by Civil Service, the Commission shall provide the Board with the ten (10) top scoring applicants passing the Civil Service examination.

8.02 - Announcement of Openings

8.0201 The Business Manager shall announce the existence of any vacancy or new position to all personnel within five (5) work days after the Business Manager determines a vacancy exists or a new position is established. The notice of opening shall be posted for five (5) work days. The notice shall contain a job title, work schedule (days of work), location (primary area(s) of responsibility) and department(s) for the position and the deadline for submitting a bid. A copy of the notice shall be provided to the appropriate Local President.

Employees who wish to be considered for the posted position must file a letter of interest with the Business Manager by the end of the posting period.

8.0202 All openings will appear in a weekly journal during the school year and on the Canton City Schools web site and Channel 11. Unit members shall be notified in writing when they are selected or not selected for an opening for which they have submitted a letter of interest. A copy of the letter shall be provided to the appropriate Local President.

8.0203 During the summer openings shall appear in the weekly journal and be posted concurrently on the Canton City Schools web site and will be available on the telephone hotline number and posted on Channel 11.

8.0204 Copies of job descriptions shall be available from the Business Manager. The Union shall have the opportunity to provide input to the Business Manager for consideration in formulating job descriptions and job duties.

8.0205 When Civil Service is directed by the District to give a test, the District will distribute a copy of the announcement to each Board facility where bargaining unit members are assigned. This announcement should be listed in the next weekly journal.

8.0206 All vacancies will be advertised as the same position vacated. If a job opening is to be filled, it shall be advertised as the same position vacated. This shall not prohibit the administration from reevaluating or modifying the job description as provided by law. If the District is considering abolishing a position, it will notify the Union; who shall then have an opportunity to offer input.

Should the administration exercise its right to modify a position or decide to create a new position, it shall be advertised in accordance with Section 8.0201.

The Union will have the opportunity to provide input into the modified or new job description as provided in Section 8.0204.

8.0207 Summer work shall be advertised in a weekly journal, if known, prior to the close of the school year. After that time, unit members interested in summer work shall notify the appropriate hiring offices in order to be considered for summer employment.

8.0208 Any shift change of two (2) hours or more will require a minimum of thirty (30) days advance notice to the Union and the employee affected. Other than for a temporary change or as a result of a building closing, no more than one involuntary shift change of two hours or more will occur during a year. Shift changes during vacation and holiday breaks and during the summer are not considered to be part of this limitation.

8.03 - Filling Vacant Positions

8.0301 If a vacant position is to be filled, such position beyond the entry level shall be filled, unless an extension is mutually agreed upon by the Union and Administration, within fifteen (15) work days from the close of the posting.

8.0302 A unit member who has been promoted shall receive the higher pay beginning with the first day following his or her date of appointment by Board resolution.

8.0303 All presently employed personnel eligible and bidding on positions shall be considered for the position by the appropriate supervisor, and said unit members shall be notified of the selection decision by the supervisor within seven (7) working days thereafter. The Board agrees to consider present qualified unit members who file a timely application before employing personnel from outside the system. The following factors are guidelines for evaluating the candidacy of present unit members:

- A. Previous job experience.
- B. Quality and quantity of work performed in the present position.
- C. Skills.
- D. In the event that applicants are sufficiently qualified, and in the event that there are at least three (3) applicants for transfer to a lower classification and/or lateral transfer, the Board agrees to fill the vacant position from among those Unit Members requesting transfer to a lower classification or lateral transfer. In the event that a vacancy occurs in a classification which contains only one (1) or two (2) positions exclusive of the vacant position, then the Board agrees to fill the vacant position from among those Unit Members requesting lateral

transfer or transfer to the lower classification in which the opening exists.

If fewer than three (3) apply as above stated, then the Board may appoint and shall consider applicants under Paragraph E hereof.

In the event the other factors are equal, system seniority will be applied. The final decision on promotional appointments rests with the Business Manager, and, it is understood that seniority shall not be the exclusive determinant for selection.

- E. Applicants shall be considered in the following sequence:
1. applicants requesting transfer to a lower classification;
 2. lateral transfer requests;
 3. promotions inside classification series;
 4. promotions outside classification series;
 5. laid off employees (guaranteed assignment); and
 6. other applicants.
- F. Bargaining unit members who are selected for the vacant position shall be placed on the same step of the salary schedule as held in the prior bargaining unit position.

8.04 - Probationary Period for Transfers

8.0401 A selected candidate for a promotional transfer shall serve a probationary period in the new assignment, and the assignment shall be confirmed or denied within this time period. The probationary period shall be thirty (30) work days to allow the Board to determine the fitness and adaptability of any unit member for the work required. During the probationary period, there will be at least one evaluation completed within the first twenty (20) work days. The Business Manager may return the unit member to his/her former position at any time during the probationary period provided it is not for an arbitrary or capricious reason. Once promoted and trained in the new position, the employee is ineligible to bid on another promotional transfer for one (1) year. The restriction which forbids a lateral transferee to bid on another open

position for ninety (90) calendar days shall not be applicable in this particular case; and, this waiver shall be valid for only one transfer.

An employee who has a promotional transfer shall have the right to voluntarily return to his/her former position at any time during the thirty (30) work day probationary period.

8.0402 A selected candidate for a lateral transfer shall serve a probationary period in the new assignment, and the assignment shall be confirmed or denied in this time period. The probationary period shall be for fifteen (15) work days and either the employee or the Business Manager may return the employee to the former position at any time during the probationary period.

8.0403 The position vacated by the employee will not be considered a vacancy until after the employee successfully completes his/her probationary period.

8.05 - Limited Mobility

8.0501 - Current Unit Members

Mobility for unit members on any lateral or promotional transfer following the effective date of appointment, other than described by any exceptions to this Agreement, shall be as follows:

- A. Except as otherwise specifically provided in this Agreement, no bargaining unit member will be permitted to make a lateral transfer more than once in any ninety (90) day period.
- B. Except as otherwise specifically provided in this Agreement, any bargaining unit member who successfully bids on a promotional transfer will not be eligible to bid on another promotional transfer for one full year from the date the promotion is effective.
- C. Any unit member may withdraw in writing a request for a transfer at any time prior to being offered the assignment in writing. The written withdrawal request shall be given to the Business Manager.
- D. If a successful bidder declines to accept a position offer, said employee shall not be eligible to bid on another position in the classification for a period of ~~one~~ six (6) months starting from the date of the declined job offer.

8.06 - Appointments and Placement

8.0601 Unit members involved in an involuntary transfer shall be apprised in advance and be given an opportunity to request a meeting with Union representation

present. Vacancies created by such transfers shall be subject to the regular bid procedure. Involuntary transfers shall not be considered a bid.

8.0602 New unit members shall receive a notification of wage rate.

8.0603 Unit members shall be given first consideration for any lateral transfer or transfers to a lower classification. The Board will not hire outside the bargaining unit unless no qualified candidate is developed by following the factors listed in Section 08.0303 A through E.

8.07 - Temporary Assignment

If an employee is asked by the Business Manager to do work normally done by unit members in a higher classification, the employee shall be paid at the temporary unit member's corresponding step in the higher classification for the duration of the temporary assignment.

8.08 - Assignment of Fireman and Custodial Classes

Unit members working in the Fireman and Custodial classes shall not be called upon to perform duties which are matters relating to electrical repair except for temporary and/or emergency situations as determined by the Business Manager.

8.09 - Eligibility for Promotional Tests

All unit members shall be eligible to take a promotional test after having completed their probationary period.

8.10 - Promotional Openings

Unit members currently covered by Civil Service shall not be required to take a Civil Service examination for promotional openings, but may instead be selected by the procedure outlined in Section 8.0303. For unit members not currently covered by Civil Service, the following procedure shall apply: Promotions shall be made from eligible persons qualified by Civil Service promotional examination so long as there is a field of ten (10) interested and eligible candidates from which to choose. Any inside list provided by the Canton Civil Service Commission shall include a list of all qualified candidates, including both eligible internal full-time employee candidates and eligible substitute employee candidates on a single list. The Board may fill the vacancy if fewer than three (3) interested and eligible candidates from which to choose are available.

8.11 - Moving to Different Classifications

8.1101 When a unit member is assigned to a different classification, the unit member shall be placed in the new assignment on the corresponding step.

8.1102 A promotion occurs when the entry level hourly rate of the unit member's current classification is lower than the entry level hourly rate of the member's new classification.

8.12 - Resignation

Any unit member desiring to resign from the staff of the Canton City Schools shall notify the Board of such intent, in writing, as soon as possible. The unit member shall send the notice to the Business Manager. A unit member may withdraw his/her resignation prior to the Board action accepting it, by giving written notice to the Business Manager. If withdrawn prior to Board action on the resignation, following this procedure there will be no loss of seniority.

8.13

Custodial personnel shall not be responsible for inventory of instructional books or the stamping of instructional books.

ARTICLE IX - LAYOFF

9.01 - Layoff

When the Board determines a layoff is necessary, the number of people affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position. Bumping shall be exercised only within the job classification or classification series for which the person is qualified. All temporary, provisional or probationary unit members within the classification or classification series shall be laid off prior to any further layoffs. Layoff shall be on a system seniority basis with the most recent unit member being displaced.

9.0101 - Layoff Procedure

On the basis of seniority, displaced personnel, if qualified, and if unassigned because of the conditions described under Section 09.01, shall be given the opportunity to select temporary assignment to any existing lateral or lower classification vacancies as well as to all lateral or lower classification vacancies resulting from conditions described under Section 9.01. The assignment would be subject to the procedure outlined under 9.0101 A.

A. There shall be but two (2) methods of displacement:

1. Lateral

A lateral transfer shall be defined as: the displacement of the least senior unit member with equal hours and with less system seniority in the same classification; if no such person exists, the least senior unit member with fewer hours and less system seniority in the same classification.

2. Lower classification

A lower classification transfer shall be defined as: the displacement of the least senior unit member with equal hours and with less system seniority in another classification in the same classification series, whose classification base hourly rate of pay is less than that of the classification base hourly rate of the affected unit member; if no such person exists, the least senior unit member with fewer hours and less system seniority in another lower rated classification in the classification series.

9.0102 All openings, including vacancies resulting from Section 9.01, shall be announced and open for bids to all eligible unit members as provided by this Agreement. Therefore, displaced personnel assigned in the manner outlined under 9.0101 may bid on their temporarily assigned positions or on any other existing openings for which they are qualified. If the displaced unit members' bids are accepted, said group of unit members shall not be required to remain in these positions as outlined under Section 08.05 before bidding on other positions. This waiver shall be valid for only one transfer.

9.0103 Unit member(s) who bump laterally or into a lower classification either to temporarily fill a vacancy or to displace another employee under this procedure shall not be subject to a probationary period.

9.0104 Voluntary bumping will automatically place the unit member on his or her present step at the lower rate on the lower salary classification.

9.0105 In the event of bumping when no first shift vacancy exists, an affected unit member, if not the least senior first shift unit member, will have the option of being assigned to a second or third shift vacancy or of displacing and being assigned to the position held by the least senior first shift unit member in his or her classification or classification series. If the latter option is selected, the least senior first shift unit member would be assigned automatically to either the second or third shift vacancy based upon the unit member's preference.

9.0106 Unit members who bump, under the provisions of this procedure to a lower full-time classification, shall not be reduced in pay but shall retain their current applicable hourly or contract rate if the unit member agrees to maintain the same number of annual and daily hours in the new job as in the old job. If the unit member does not wish to retain the same number of hours he or she shall

be permitted to retain only the same hourly rate in the new position. After the unit member is moved, he or she shall retain either the current hourly or annual rate until the salary or hourly rate of the new position surpasses that which the unit member was earning at the time of bump.

9.0107

Any unit member reduced in classification or laid off shall retain recall rights for a period of two (2) years from the effective date of lay-off. The appointing authority shall not hire nor promote anyone into the classification series of reduction or lay-off until all reduced or laid-off unit members are reinstated. Persons declining an offer of reinstatement shall be removed from the recall list.

A. Any unit member subject to layoff shall be notified by certified mail no later than twenty-one (21) calendar days prior to the effective date of the layoff. A copy of the lay-off notice shall be sent to the Local Union President.

9.0108

The laid-off unit members shall provide the Business Manager with his or her current mailing address, telephone number, and any other pertinent information. In the event of a recall, the unit member being recalled shall be notified by certified mail as to the date of his or her expected return to work. Each unit member being recalled shall be given ten (10) work days notice prior to his or her expected return to service. Should a medically verified personal health problem exist and the unit member is unable to return to service because of that health problem, that unit member may decline the offer of return to service and shall remain on the recall list. Unit members refusing to accept or failing to respond within the ten (10) work day period shall be removed from the recall list.

9.0109

Only the procedure by which layoff is carried out shall be subject to the arbitration provisions of this Agreement. Thus, for example, the reasons for reduction in force as determined by the Board are not subject to the arbitration provisions of this Agreement.

9.0110

A laid off employee shall have the right to remain in the group health insurance coverage at his/her own expense for a period of eighteen (18) months after he/she is laid off or until such person returns to work whichever occurs first. Premium payments must be received in the Supervisor of Human Resources or designee's office prior to the first of the month should an employee fail to make timely payment, he shall forfeit his rights under this section. The Board shall pay the employee's group health premium through the end of the month of the layoff.

9.0111 - Classification Series

A. Secretarial-Clerical

The following classification series denote the order of retrogression.

1. Secretarial-Clerical Classification Series

- a. Secretary I
- b. Secretary II
- c. LRC Technician
- d. PBX Operator
- e. Mail Duplicating Specialist
- f. Clerk-Typist

2. Technician Classification Series

- a. Technician III
- b. Technician II
- c. Technician I

3. Payroll Classification Series

- a. Payroll Officer
- b. Payroll Specialist
- c. Bookkeeper

4. Accounting Classification Series

- a. Accounting Officer
- b. Accounting Specialist
- c. Bookkeeper

B. Educationally Related

The following series denote the order of retrogression.

- 1.
 - a. Attendance Officer
 - b. School Community Worker
 - c. Building Assets and Character Coach/In School Suspension
 - d. Senior High Monitor
 - e. Middle School Assistant
 - f. Education Assistant

2.
 - a. Occupational Therapy Assistant (COTA/L) - Physical Therapy Assistant (PTA/L)
 - b. Health Assistant (LPN)/1:1 Specialized Behavior Assistant
 - c. Orthopedic/Multiple Handicap Assistant
 - d. Vocational Assistant
 - e. Special Education Assistant (includes DH, HI, VI, Cross Categorical, SBH)
 - f. Education Assistant
3.
 - a. Computer Lab Assistant
 - b. Education Assistant
4.
 - a. Brailist
 - b. Education Assistant
5.
 - a. Sign Language Interpreter
 - b. Education Assistant
6.
 - a. Parent Mentor
 - b. Education Assistant
7.
 - a. Ticket/Student Athletic Activity Assistant
8.
 - a. Child Care Community Outreach Worker
 - b. Education Assistant

C. Custodial Maintenance

The following series denote the order of retrogression. For purposes of these classification series only, retrogression occurs when the entry level hourly rate of the unit member's current classification is higher than the entry level hourly rate of the unit member's new classification. In order to qualify for each step, the unit member must have previously held the position on a permanent basis, while in the employment of the Board.

1.
 - a. Stage Manager
 - b. Electrical Maintenance, HVAC Automation Technician
 - c. Chief Custodian
 - d. Maintenance Mechanic, A/V Bookroom Technician, Warehouse Manager, Maintenance Mechanic Roofer
 - e. Carpenter
 - f. Custodian Fireman
 - g. Painter
 - h. Custodian
 - i. Delivery Driver
 - j. Locker Room Attendant

2. a. Transportation Technician
- b. Bus Mechanic
- c. Bus Driver

9.0112 The parties agree the foregoing procedure shall be the exclusive layoff procedure and that Civil Service statutes, rules or regulations relating to layoff shall not apply.

ARTICLE X - COMPENSATION AND PAYROLL PROCEDURES

10.01 – Wage Schedule

During the life of this Agreement, the following wage increases shall be implemented:

1. 1.95% increase effective July 1, 2013;
2. 1.75% increase effective July 1, 2014; and
3. 1.55% increase effective July 1, 2015

The unit members' wage schedules are attached as Appendix C.

10.02 - Longevity Increments

10.0201 Unit members shall qualify for longevity increments by progressing through the salary schedule. Once a member qualifies for longevity, such increase shall become effective with the first pay after July 1 or the new contract year where appropriate.

10.0202 Time on the recall list shall not be considered a break in seniority and unit members will only qualify for longevity on the schedule if they meet the requirements of § 10.10.

10.03 - Severance Pay

10.0301 No person shall collect severance pay more than one time from the Canton City Schools.

10.0302 An eligible unit member must have been accepted in his or her retirement system and approved for retirement benefits.

10.0303 The Board shall provide severance pay in an amount equal to one fourth (1/4) of the unit member's accumulated sick leave days up to a maximum accumulation of one hundred twenty (120) sick leave days. In addition, unit

members who have accumulated more than one hundred twenty (120) days of unused sick leave shall be entitled to an amount equal to one fifth (1/5) of the days accumulated over one hundred twenty (120) days to a maximum of two hundred eighty-five (285) days or an additional payment of thirty-three (33) days, for an aggregate of sixty-three (63) days. If, upon retirement, the bargaining unit member has the maximum amount of sick leave accumulated and unused, e.g., two hundred eighty-five (285) days, the unit member shall receive a credit of two additional days of severance pay. A daily rate of pay will be based on the unit member's daily rate of pay for the last completed year of service.

10.0304 In the event a bargaining unit member dies while in the employ of the schools after rights have vested under SERS, severance pay will be paid to that employee's estate.

10.0305 To be eligible for payment, unit members or his/her estate shall make application for severance pay on Board forms.

10.0306 The severance payment provided in Section 10.0303 above will be made within sixty (60) calendar days of the later of the retirement date or the employee's application for such payment.

10.04 - Payroll Deductions

The Board shall agree to have payroll deductions for all unit members as follows:

- a. Union dues;
- b. Annuities will be made available when at least fifteen (15) employees enroll with a new company;
- c. Insurance;
- d. Credit Union;
- e. United Way;
- f. Union designated political action committee;
- g. Ohio Public Employee Deferred Compensation Program;
- h. Ohio Tuition Trust;
- i. United Negro College Fund; and
- j. Service credit buy back (per SERS guidelines).

The Board will transmit the PAC contributions with a report of contributors within fifteen (15) days of the deductions to the designated Union political action organization.

In addition, the Board will have payroll deductions for fair share fee as provided in Section 10.0402.

10.0401 - Process for Credit Union Payments

For hourly unit members, if possible and when possible, there shall be bi-weekly deductions (two per month) from September through June.

10.0402 - Union Dues

- A. The Employer agrees to provide payroll deduction of dues for any employee upon presentation of a signed authorization individually executed by the employee.
- B. Payroll deduction shall commence in September and continue for twenty-six (26) consecutive pay periods for twelve month employees and twenty (20) consecutive pay periods for all other employees. New hires shall have their dues pro-rated over the portion of the year for which they are members and the District shall start payroll deduction with the first pay following at least a one week receipt of the signed authorization for the deduction.
- C. Dues deduction authorizations, once submitted by the employee, shall be continuous until the authorization is revoked by the employee through written notification by the employee to the Business Manager. The revocation must be made in writing to the Business Manager between June 20 and June 30 in the final year of the contract.
- D. A Union officer shall be required to notify the Business Manager of the Board, in writing, prior to August 15 of any school year of any change in the dues for the fall semester or by December 15 of any change in the dues for the spring semester.
- E. The Union agrees to indemnify and save the Employer harmless against any and all claims that may arise of, or by reason by, action taken by the Employer in reliance upon an authorization card submitted by the employee.
- F. Dues deductions may be started at any time during the year, but any deduction missed must be made up by the employee on a prorated basis as specified by the local Union Treasurer.
- G. All monies deducted and a report of all deducts shall be sent to the State Union Treasurer within five (5) days of the pay period. A copy of the report shall be sent to each local Union Treasurer.
- H. The Employer agrees not to honor any check off authorization or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.
- I. Fair Share Fee
 - 1. 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 Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

2. 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 Union, shall be transmitted by the Union to the Business Manager or designee of the Board no later than October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union.

3. Schedule of Fair Share Fee Deductions

- a. Payroll deductions of such fair share fees shall begin at the second pay date in January and end the second pay in June except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after the date of their employment.
- b. The Business Manager or designee of the Board shall, upon notification from the Union 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.

4. 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.

5. Procedure for Rebate

- a. The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(c) of the 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 Union 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.

- b. Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

6. Hold Harmless

- a. The Union agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including court costs. If the Union refuses to provide an attorney to defend the Board in any such action, the Union agrees to reimburse the Board for attorneys' fees, in addition to the aforementioned costs. For purposes of this Section, the term "Board" includes the Board of Education Canton City School District, its members, the Business Manager, Superintendent and all members of the administrative staff.
- b. The Board shall provide written notice within ten (10) calendar days of any claim made or action filed by a non-member for which indemnification may be claimed. The Board agrees to (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Union or its affiliates' application to file briefs *amicus curiae* in the action.

7. Objections to Fair Share Fees

- a. Any member of the bargaining unit who objects to the payment of the fair share service fee by reason of membership in and adherence to the tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board ("SERB") to seek a declaration from SERB that the member not be required to financially support the local in accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code.
- b. It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount

to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C) of the Ohio Revised Code.

8. Upon receipt of a list provided by the OAPSE State Office, the Union agrees to verify the names of union members and fair share payers. The Union will report to the payroll department any errors found in union dues and fair share fees being deducted.

10.0403 A list of all unit employees will be mailed to the State Union Treasurer annually. The list will indicate the employee's job classification, hourly rate, step and annual number of hours scheduled. A copy will be provided to the local Union Presidents.

10.0404 – Annuity Deductions

Deductions of annuities shall be made in twenty-six (26) bi-weekly deductions.

10.0405 – United Way Deductions

United Way bi-weekly deductions will begin in January and end in December.

10.0406 - Each employee shall have the option to buy back military or other government retirement time through payroll deductions.

10.05 – Payroll

10.0501 - All unit members regularly scheduled to work four(4) or more hours per day shall receive twenty-six (26) pay or twenty-seven pays in those years where the Treasurer opts to have twenty-seven (27) pays. If there are to be twenty-seven pays in a year, the Treasurer will notify the local presidents of that fact one school year in advance.

All unit members regularly scheduled to work less than four (4) hours per day shall receive twenty-one (21) pays.

10.0502 - Payroll shall be made by direct deposit. Pay stubs shall be provided to each bargaining unit member.

10.06 – Travel Allowance

10.0601 Use of Personal Vehicle

Any unit member asked to use his/her personal vehicle in the performance of his/her duty shall be granted a mileage allowance equal to the per mile allowance being utilized by the Internal Revenue Service. The effective date

of such new mileage allowance shall be the date of the Board's action in adopting such rate.

10.0602 Overnight Travel

If an employee is assigned to an overnight trip, lodging and meals shall be provided or reimbursed according to Board policy. Employees will be paid their regular rate for all hours of work during the trip. If an employee's assigned work result in hours qualifying for overtime under this Agreement, the employee will be paid at time and one-half for those hours.

10.07 – Overtime

- A. The normal work day consists of eight (8) hours of work within the twenty-four (24) hour work day commencing when the unit member is scheduled to report to work. The normal work week shall consist of forty (40) hours of work within the work week, beginning Monday and ending Friday unless the unit member and the Board have agreed to a different normal work week either on a regular basis or during a random week.
- B. Overtime at the rate of one and one-half (1-1/2) times the unit member's regular hourly rate will be paid for any hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week. Holidays, jury duty, calamity days and union time shall be considered hours worked when it is paid time. The overtime rate will be computed on the weighted average basis as established by federal regulations except as otherwise specified in this Agreement.
- C. There shall be no pyramiding of overtime hours or premiums, and hours paid for at an overtime premium under any section of this contract shall not be counted again for purposes of determining the application of any other premiums. Whenever two (2) or more premium provisions are applicable to the same hours worked, the higher premium shall be paid.
- D. Four Day Work Week During Summer - Notwithstanding any other provision in this Agreement:
 - 1. Should the Board implement a four (4) day work week during the summer, there shall be no reduction in the total hours worked when the employee was working a five (5) day work week. Each scheduled work day during a conversion to a four (4) day work week shall be considered to be one and one-quarter (1 ¼) days. Once returning to a five (5) day work week, each scheduled work day will again be one (1) day. During a four (4) day schedule, the regularly scheduled hours in an employee work day will be

1.25 times the hours in their normal regularly scheduled work day during a five (5) day work week.

2. Should the Board implement a four (4) day work week during the summer, it will be in effect from the Monday of the second full week after students are dismissed for the summer through the end of the second full week prior to the commencement of the new school year unless the Business Manager and the affected Local Union President agree otherwise. The work days will be Monday through Thursday.
3. Should the Board implement a four (4) day work week during the summer, overtime at the rate of one and one-half (1-1/2) times the unit member's regular hourly rate will be paid for any hours worked in excess of ten (10) hours in a work day or in excess of forty (40) hours in a work week. Holidays, jury duty, calamity days and union time shall be considered hours worked when it is paid time. The overtime rate will be computed on the weighted average basis as established by federal regulations except as otherwise specified in this Agreement. This subparagraph will take precedence over Section 10.07, paragraph B. Should the Board implement a four (4) day work week during the summer, each vacation day taken while on a four day work week schedule shall be charged at 1 ¼ days and partial days will be apportioned appropriately. Requests for a ½ day vacation shall not be denied solely on the basis the request is for a ½ day.
4. Should the Board implement a four (4) day work week during the summer, each full special leave day taken shall only be charged as a single day and partial days will be apportioned appropriately.
5. Should the Board implement a four (4) day work week during the summer, each sick leave day taken while on a four day work week schedule shall be charged at one and one-quarter (1 ¼) days and partial days will be apportioned appropriately.
6. Should the Board implement a four (4) day work week during the summer, the schedule of work shall be from 6:30 a.m. until 4:30 p.m. for forty (40) hour per week employees and generally from 7:00 a.m. until 4:30 p.m. for thirty-seven and one-half (37.5) hours per week employees. For those employees working less than thirty-seven and one-half (37.5) hours per week shall be scheduled between the hours of 6:30 a.m. and 4:30 p.m. The schedules listed in this paragraph may be modified by mutual agreement of an employee with his or her supervisor. Nothing in this provision shall require the Board to negotiate with respect to schedule of hours in any future negotiations.
7. When Independence Day falls on a Friday, Saturday or Sunday, it will be observed on the following Monday.

8. In any building where there is a “make-up” day after a four day work week is implemented, the employees who would not otherwise be affected by the changes due to the four day work week will work their normal schedule as though a five day week was in effect and those employees who will otherwise be affected by the four day work week during the summer, will work as though on a four day week during the make-up day.
 9. For those employees who work less than 260 days per year, yet may be impacted by a four-day work week in the summer, their scheduled work days and hours shall be adjusted by mutual agreement between the Board and the Union in accordance with the above provisions, with the understanding that such employees shall have neither a net increase nor a net decrease in the number of annual days for which they have been approved by the Board as a result of such adjustment.
 10. Unless otherwise announced by the Superintendent prior to April 30th each year, the four (4) day work week during the summer shall be implemented.
- E. Compensatory time off is not permitted unless specifically provided in the terms and conditions of this contract.

10.0701 – Granting Building Overtime

- A. Overtime work shall be divided as equally as possible among unit members who are in the same classification performing the work within the same building.
- B. Secretarial, clerical and educationally related overtime will be offered to employees first within the classification on a rotating seniority basis if said overtime is related to the work responsibilities of employees within the department and building. The Administration shall provide individual authorization forms for overtime and extra time.
- C. Overtime shall be granted on an hourly equalization basis to those bargaining unit members desiring such overtime. Overtime will be granted within a building and shift in which the overtime is to be worked.
- D. At the beginning of each contract year, each unit member not desiring such overtime shall notify his supervisor of this fact in writing. If a Unit member desires to be placed back on the list during the same year, he/she will notify their supervisor of this in writing.
- E. The appropriate supervisor shall post the seniority list of those desiring overtime and shall indicate the date, time and number of hours of overtime after their name. The appropriate supervisor shall grant overtime to

bargaining unit members by equalizing as closely as possible, the total number of hours granted to each unit member.

- F. At the beginning of each week the previous week's hours shall be totaled and a new eligibility list will be established, (i.e. the unit member with the least number of total hours shall be placed at the top of the list and the unit member with the most total number of hours shall be placed at the bottom of the list for the next week.)
- G. The unit member who declines overtime for any reason shall be charged with the total number of overtime hours as will the unit member working the overtime.
- H. If any unit member is absent from work due to sick leave, or personal leave, said unit member's overtime hours shall be frozen at the last totaled figure until the unit member returns to work, provided such unit member returns to work within one (1) calendar week. If the unit member is absent from work for greater than one week, the overtime hours of the individual with the most overtime hours and the individual with the least overtime hours will be averaged and that number of hours will be assigned to the unit member unless it is lower than the number of hours the employee had at the beginning of the leave, in which case, the higher number of hours shall be assigned to the unit member. The regular hours in positions regularly scheduled for more than eight (8) hours shall not be used in this averaging. Upon the unit member's return to work the unit member shall be given every opportunity to work overtime until his/her hours are equalized with the other unit members. In the event said unit member refuses to work to equalize his/her hours, the overtime shall be given to the next unit member on the list. The overtime hours shall be counted against the unit member refusing to take the overtime, and the unit member taking the overtime.
- I. If a unit member becomes eligible and is added to the overtime list after the school year begins, the overtime hours of the individual with the most overtime hours and the individual with the least overtime hours will be averaged and that number of hours will be assigned to the unit member.
- J. Where reasonable efforts have failed to secure a unit member, the least senior unit member of the building qualified to do the job will be assigned the work.
- K. Chief Custodians, Custodian/Firemen, Licensed Custodians and Custodians, in that order of preference, shall do building checks when required for their building; time spent on building checks shall be included and considered for overtime equalization.
- L. At the beginning of each contract year, a new overtime list will be started with all Unit members on this list starting at zero (0) hours of overtime.

- M. For purposes of this Section of the Agreement (§ 10.0701), all buildings on the Timken Campus shall be considered as the same building and there shall be only one overtime board for the entire Timken Campus.

10.08 – Overtime Procedure

- 10.0801 Whenever there is rental usage of buildings to large groups, it will require a custodial employee on duty for the event.
- 10.0802 Events such as graduation and school plays where many parents are in the audience shall be assigned to the chief custodian or such other qualified employee who has at least one year of experience in the building.
- 10.0803 Any time admission is charged for any event in any Board property, a custodian shall be on duty in the building.
- 10.0804 In the event there is an extensive amount of clean-up for an activity, additional Canton custodial/maintenance personnel will have the first opportunity for extra work.
- 10.0805 The custodial staff shall have first opportunity for overtime in clean-up of facilities for all rental contracts except those of school related organizations where clean-up is the responsibility of the rental group.
- 10.0806 A custodian assigned one-half day to two buildings shall receive his fair share of overtime in each building.
- 10.0807 Overtime will be paid to custodian/firemen, chiefs for checking buildings, as required, on weekends and paid holidays, excluding OAPSE day. One hour per building per day will be allowed for weekends, and one hour per day for holidays. Unit members who perform building checks for other regular unit members shall receive overtime pay based on their own regular pay rate.
- 10.0808 New Unit members in their probationary period shall only be eligible for overtime that is an extension of their work day. However, the immediate supervisor may utilize such unit members when and if necessary after using eligible employees.
- 10.0809 Upon providing documentation, an employee who uses Union time under § 5.0902 or who is participating in a grievance step or arbitration shall not be charged with overtime for declining overtime because it conflicts with accepting such overtime. Transportation Department employees will not be charged for declining trips as it applies in this section.

10.0810 In case of scheduled systemwide overtime opportunities overtime shall be offered to those employees who have signed up for such overtime at the beginning of the contract year and who are qualified to perform the work. To the extent practicable, the overtime opportunities will be equalized on a weekly basis. If an employee turns down the opportunity for overtime two times, they employee will be removed from the list until the following contract year. If an employee accepts an overtime opportunity and fails to show up, the employee will be immediately removed from the list until the following contract year and may be subject to discipline. If an employee is removed from the list in two consecutive years, the employee will not be eligible to go back on the list for two (2) years. If an employee signs up for the systemwide overtime opportunity and removes his/her name from the list, the employee will not be eligible to go back on the list until the following contract year. For overtime to be scheduled, it must be known at least two days prior to its occurrence.

10.09 – Call-In-Time

Whenever a unit member is called in to work on an overtime basis, said unit member will be paid a minimum of three (3) hours pay at time and one-half. If there is a subsequent call-in to the same building before the start of the next shift or within twenty-four hours of the first call-in, whichever occurs first, the unit member must accept the subsequent call-in. For subsequent call-ins, for hours falling within the original three (3) hour call-in, there shall be no additional pay; for hours falling outside the original three (3) hours call-in, unit members will be compensated for the actual hours worked, at time and one-half.

10.10 – Annual Increments

Annual increments are earned if a unit member is on pay status at least one hundred twenty (120) work days during the preceding contract year.

10.11 – Building Assignments for Educationally Related Personnel

Upon reassignment, notice shall be given or sent to each unit member.

10.12 – Summer Employment

Unit members employed for duties beyond their regular assignment term will be paid at the appropriate hourly rate for the classification to which the employee is assigned. Unit members utilized in hourly summer positions shall be paid at the Board established rate for the position, except summer school secretary, who shall be paid at the hourly rate for Secretary II. Qualified unit members shall be given first consideration for summer assignments and, if employed, will not be eligible for vacation. When the Board determines the qualifications are otherwise equal, more senior employees will be given preference over less senior employees.

10.13 – Shift Differential Pay

The shift differential pay shall be, as follows:

Regular Shift Begins Between 6:30 a.m. and 3:00 p.m. - \$.00/hr

Regular Shift Begins Between 3:00 p.m. and 11:00 p.m. - \$.25/hr

Regular Shift Begins Between 11:00 p.m. and 6:30 a.m. - \$.30/hr

10.1301 Whenever normally assigned work hours overlap two shifts as defined above, the unit member working said hours shall be paid at the shift differential for which fifty per cent (50%) or more of those hours occur.

10.1302 Overtime hours that are an extension of regular shift hours shall be paid at that unit member's regularly assigned shift differential rate. With the exception of instances when 10.1301 may apply, overtime other than an extension of regular shift hours shall be paid as required by law.

10.14 - Educational Incentive

The educational incentive program shall be:

1. \$100.00 for each 15 quarter hours; 10 semester hours or 30 CEU credits up to 90 quarter hours, 60 semester hours and 180 CEU.
2. If the employee is awarded a one year certificate, he/she will be entitled to \$200.00 additional dollars for a total of \$500.00 (\$300 & \$200).
3. If the employee is awarded an associate degree or a state approved four (4) year apprentice certificate, he/she will be entitled to an additional \$200.00 dollars for a total of \$1,000.00 (\$600 & \$400).

Such courses, CEU classes, or apprentice certificate must be related to the employee's job. The courses or CEU classes must have prior approval of the Superintendent or his/her designee before they are begun and must be satisfactorily certified to receive credit.

Transcripts or grades must be submitted to the Superintendent or his/her designee by September 15 for credit during the current year.

An employee can appeal an Educational Incentive decision. The appeal must be in writing to the Executive Director of Human Resources.

The education incentive adjustment will be made once a year normally in the first pay in October.

The Canton City Schools Adult Evening School classes shall be open to unit members on a space available basis at no charge. When the Low Pressure Boiler Operator's class is given, the only charge to a unit member shall be for course materials.

10.15 - Stipends

- A. Unit members with secretarial classifications who are designated as cashiers by the Board, shall be paid an additional \$.20 per hour above their normal hourly rate.
- B. Custodians who have obtained and hold a valid Ohio boiler operator's license by June 30, 2011 shall be paid an additional \$.10 per hour above their normal hourly rate. Such custodian shall be subject to temporary assignment as custodian/fireman.
- C. Unit members, excluding bus and truck drivers, who obtain a commercial drivers' license with school bus validation prior to the first day of school in each year of this contract and who are placed upon the substitute bus and truck driver's list for assignment on a sporadic, as needed basis shall be eligible for an annual stipend on the following basis:

No Refusal of Assignment	\$500
One Refusal of Assignment	\$400
Two Refusal of Assignments	\$300
Three Refusals of Assignments	\$200
More than Three Refusals of Assignments	\$0

It shall not be considered a refusal of an assignment if the assignment conflicts with the employee's regular assignment unless the employee has been released from the regular assignment to perform the driving assignment. A refused assignment offered less than one hour prior to the departure time will not count as a refusal.

The annual stipend is in addition to the hourly rate to be paid for performance of the sporadic substitute or truck driver assignment.

10.16 - Payroll Errors

Any error resulting in insufficient payment of \$25 or more in the regular pay for a unit member shall be corrected and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the payroll department. Any error resulting in insufficient payment of less than \$25 in the regular pay for a unit member or any error in extra pay for overtime or extra hours or extracurricular services shall be corrected and added to the next payroll check issued not earlier than five (5) working days after the unit member provides notice to the payroll department. Payroll will provide proper notice to a unit member of an overpayment before a deduction is made at least fourteen (14) days in advance. An adjustment of \$50 or less will be deducted from the unit member's next pay. An adjustment in excess of \$50 but less than \$100, will be deducted in equal amounts from the unit member's next two pays. Adjustments of \$100 or more shall result in an agreement between the employee and the Business Manager to work out the schedule of repayment. Payroll reductions made

necessary by a Workman's Compensation claim may be resolved by an agreement between the employee and the Business Manager to work out the schedule of repayment.

10.17 - Lost Checks

Any paycheck for a unit member in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than (5) working days following the unit member's request of the payroll department for replacement of said check.

10.18 - Asbestos

No bargaining unit member will be required to remove asbestos.

10.19 – Extracurricular Contracts

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

10.20 Cancellation

When a sign language interpreter has a scheduled extra time activity with a student and the interpreter reports to work and the student is a "no show", the interpreter shall be paid a minimum of three(3) hours.

ARTICLE XI - FRINGE BENEFITS

11.01 INSURANCES

11.0101

The Board shall provide coverage as set forth in The Stark County Schools Council of Governments (COG) Health Benefit Plan, subject to such changes as may be made in the COG Health Benefit Plan from time to time. Unit members who are enrolled in the District's insurance plan(s) as of the effective date of the conversion to the COG Health Benefit Plan shall continue to be eligible for coverage under the COG Health Benefit Plan provided there is no loss of seniority. Unit members hired on or after the date of conversion to the COG Health Benefits Plan must be contracted to work at least 22.5 hours per week to be eligible for insurance benefits. Coverage shall be fully paid family hospitalization, surgical/medical and major medical coverage, dental, vision and group life coverage for all secretaries; all other unit members employed 1,950 or more hours per year shall also receive full coverage. Employees enrolled under fully paid family hospitalization, surgical/medical and major medical coverage as of June 30, 1995, shall have their premiums fully paid by the Board if they work at least six hours per day for at least 184/186 days. The employees referenced in Section 11.0101 shall receive fully paid dental, vision and group life for the term of the contract and hospitalization, surgical/medical and major medical fully paid through June 30, 2009. Effective July 1, 2013, those unit members shall contribute via payroll deduction 7.50% of the premium. Should an employee's premium contribution under the terms of this Article exceed the maximum amount allowed by law, that employee's premium contribution shall be reduced to match the maximum amount allowed by law. Any increase in insurance premiums that exceeds seven percent (7%) from the amount paid the previous year shall be picked up by the Board of Education. Premium contributions will not be required in months where there is a premium holiday. The Flex Plan Program will be used in connection with employee premium contributions.

11.0102

Full individual hospitalization and group life coverage shall be paid by the Board for all unit members who participate in the benefit program as set forth below and whose hours per year times the current hourly fringe allowance equal the cost of the coverage, except that effective July 1, 2013, those unit members shall contribute via payroll deduction 7.50% of the premium. Should an employee's premium contribution under the terms of this Article exceed the maximum amount allowed by law, that employee's premium contribution shall be reduced to match the maximum amount allowed by law. Any increase in insurance premiums that exceeds seven percent (7%) from the amount paid the previous year shall be picked up by the Board of Education. Premium contributions will not be required in months where there is a premium holiday. The Flex Plan Program will be used in connection with employee premium contributions.

11.0103

If a unit member works fewer hours than outlined under the preceding item (11.0102) (provided the unit member is contracted to work at least 22.5 hours

per week), individual hospitalization and group life insurance coverage shall be based on the formula listed below:

- A. Assigned hours per day times scheduled working days, including paid holidays, equals total hours.
- B. Total hours times current fringe rate per hour (based on family coverage for a unit member working 1,950 or more hours) equals total fringe benefit.
- C. Apply balance to individual or family hospitalization.
- D. Should the premium be inflated in any year to repay any loan from the COG Health Benefit Plan to the Canton Schools, the amount of such inflated premium shall be fully paid by the Board and the inflated premium less the amount of inflation will provide the amount against which the percentage of Employee Share will be applied.
- E. In no event will the premium share paid by employees under this section be less than the premium share paid by employees under §§ 11.0101 or 11.0102.

Salaried unit member's share of the cost shall be deducted over the year from the unit member's bi-weekly salary. Hourly unit members shall have the cost prorated over the school year and deducted from their bi-weekly pay. Any difference in amount shall be paid by the unit member before the end of the school year or per month during the summer.

No additional credit shall be given on family premium for hospitalization if a unit member chooses not to take group life insurance.

Any unit member granted an unpaid leave of absence shall have the option of assuming the costs of such premiums or dropping such coverage during the leave of absence if permitted by the insurance carrier(s).

Hospitalization, dental, vision and group life insurance policies are terminated at resignation, termination or retirement. Life insurance terminates on the day that resignation, termination or retirement is effective. Hospitalization and dental terminate on the last day of the month in which the resignation, termination or retirement is effective.

Persons remaining in the employ of the Board who complete a given assignment year shall be covered until the beginning of the next assignment year.

Deductions for unit member's share of the premiums due during the summer shall be deducted in advance. If pays are not sufficient to make deductions conveniently, a unit member must

pay the premiums by the tenth of each month. Failure to do so shall result in immediate cancellation of the policy.

Under a “grandfather clause,” currently employed braillists will continue to receive health, dental and life insurance benefits according to their hourly schedules.

Insurance coverage under this Article shall commence the first day of the month following an eligible employee’s application for benefits.

Bargaining unit members enrolled in the District’s insurance programs (whether directly or as a dependent) and employed by the District as of August 31, 2004, if reemployed, shall continue to be eligible for insurance benefits. Bargaining unit members who enroll in the District insurance programs after August 31, 2004 shall be eligible to participate in the District’s insurance programs if scheduled to work 22.5 or more hours per week.

If an employee is absent on leave but has been awarded workers’ compensation in any claims, the Board will continue its share of insurance benefits for up to one year, cumulatively, during the lifetime of the employee’s employment with the Board if permitted by the COG/ insurance carrier.

Stark County Schools Council of Governments

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

A. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

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

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family

Accumulation Period Calendar Year

Co-Insurance Provision In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each employee. The Board shall pay 100% of the cost of this insurance.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Upon the death of the employee, the District will notify such person as previously listed by the employee for notification of the life insurance benefit and provide information as to whom to contact to make a claim.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance Amounts
 - a) Class I -
Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II -
Basic 80% of Usual & Customary
 - c) Class III -
Major 80% of Usual & Customary
 - d) Class IV -
Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

Vision

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

Specifications

- 1) Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

- 2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

<u>Per Lens</u>	<u>Per Pair</u>	
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$100	\$200
Contact lenses		
(cosmetic)	\$ 35	\$ 70
Contact lenses		
(medically necessary)	\$200	\$400

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

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
 - a) The lenses are necessary following cataract surgery;
 - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c) The lenses are necessary for the treatment of anisometropia or keratoconus.

- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

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

11.0111 If an employee is absent on leave but has been awarded workers' compensation in any claims, the Board will continue its share of insurance benefits for up to one year, cumulatively, during the lifetime of the employee's employment with the Board if permitted by the COG/ insurance carrier.

11.02 - Paid Holidays

11.0301 Paid holidays for those unit members working more than eleven (11) months shall be set at twelve (12) days, including the following:

Independence Day

Labor Day
Thanksgiving Day plus one additional day
Christmas Day plus one additional day
New Year's Day plus one additional day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

11.0202 Paid holidays for unit members working less than eleven (11) months shall be set at eight (8) days, including the following:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

11.0203 Unit members who work less than eleven (11) months and who have completed the previous school term will be paid for Labor Day. If hourly, this pay will be based on the number of hours assigned in the current school year.

11.0204 In order to receive holiday pay, a unit member must work or accrue earnings for a full regular work day on the last scheduled day before the holiday and the first scheduled work day after the holiday, unless the absence is excused in advance.

11.03 - Vacation Plan - (260-Day Unit Members or Legally Required)

Employees shall receive earned vacation days on the first day of the month of their anniversary month. For purposes of vacation eligibility, the definition of a year shall be the twelve month period beginning with the first day of the month of the employee's anniversary date. Any employee hired on or after July 1, 2011 will be entitled to a maximum of twenty-five (25) vacation days.

Number of Vacation Days	Years Worked
10	1 – 5
15	6 – 10
20	11 – 15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25 or more

- 11.0301 The vacation earned as arranged with the immediate supervisor. Vacation time is not cumulative from one year to another, except that the employee shall have the option to rollover up to a maximum of ten (10) unused vacation days in any year. Unless there is a special reason, vacation should not be requested during the last week of school nor the week before school opens.
- 11.0302 Vacation in each building should be worked out among the custodians in the building and then submitted to the immediate supervisor for approval. If there is a conflict, system seniority shall prevail. However, with the approval of the Business Manager, vacations may be taken at the same time as other unit members when such conflicts exist.
- 11.0303 Upon leaving employment, unit members shall receive any earned vacation days due from which shall be deducted any amounts owed to the District.
- 11.0304 Employees who are assigned to a vacation eligible classification during their work year shall receive a pro rated share of their vacation in their first year in addition to being credited with their total years of service.
- 11.0305 Vacation time may be taken in full hour increments, subject to Sections 11.0301 and 11.0302. When taken in increments of less than one full day, employees shall report such vacation time on their time sheets in full hour increments, which the Treasurer's office shall convert to fractions of days based upon the employee's Board approved daily hours for the purpose of recording time in the payroll system.

ARTICLE XII - ABSENCE

12.01 - Unpaid Leaves of Absence

12.0101 - Illness or Disability Leave

Any member of the bargaining unit who is unable to perform the duties of his/her position because of personal illness or other disability, upon application to the Board shall be granted a leave of absence without pay or benefits for a specific period not to exceed one (1) year. Such leave may be renewed for another specified period not to exceed one (1) year.

12.0102 - Parental Leave

Parental leave of up to one (1) year shall be granted to a member of the bargaining unit immediately after birth or adoption of a child. Application for parental leave must be made at least sixty (60) days prior to the anticipated commencement. Such leave shall be without pay or benefits.

12.0103 - Educational or Professional Growth Leave

Upon written request, the District may grant an unpaid leave of absence for a specified period of time for educational or professional growth purposes. Seniority shall not be considered to have been interrupted during the term of such leave although no service credits for pay or benefits shall accrue.

12.0104

A member's seniority shall continue for the entire leave period and any extensions, although there will be no accumulation of service credits for pay or benefits under the Agreement. Upon return from leave, the member shall be entitled to reinstatement in his/her classification in the same or a comparable position. If that position or comparable position no longer exists, such person shall be assigned to such next lower comparable position for which he/she is qualified. An employee returning from a leave of three (3) months or less shall be returned to the same assignment held before the leave, if it exists.

12.0105 - Reinstatements or Early Terminations

Applications for reinstatement or termination of a leave of absence before its expiration date shall be made in writing by the member to the Business Manager and accompanied by a statement from the attending physician, if applicable, permitting a return to duty. This request must be made fifteen (15) days prior to the member's return to duty.

12.02 - Assault Leave

12.0201 A unit member who is required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment, shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed ninety (90) work days upon the unit member's delivering to the Business Manager a signed statement on forms provided to the unit member by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s), if available, causing the assault, the facts surrounding the assault and the willingness of the unit member to participate and cooperate with the Board in pursuing legal action against the assailant(s). The Board will likewise be willing to support Unit members if they choose to file charges on their own. If medical attention is required, the unit member shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration.

12.0202 Full payment for assault leave, less workers' compensation, shall not exceed the unit member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Business Manager. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under this Agreement.

12.0203 Where the member exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein became exhausted, the unit member may apply for further assault leave. Whether such additional paid leave is granted shall be determined solely by the Board. Where the assaulted unit member becomes eligible for benefits under the School Employees Retirement System because of any disability or because of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

12.03 - Special Leave

A maximum of three (3) days special leave per school year (July 1 to June 30), not cumulative, shall be available to all regularly employed classified and educationally related unit members, except as provided in Section 12.0304.

12.0301 Special leave may not be used on the first or last day of the school year, ~~or~~ on the day before or after a school holiday, on a training day, or on any Monday or Friday in the month of May, except by permission of the Business Manager.

12.0302 Special leave shall not be charged to sick leave and shall not be added to total days absent on evaluations.

12.0303 Except in cases of emergency, three (3) days notice for use of special leave shall be required and in the case of emergency, verbal notification to the immediate supervisor shall be required. An employee may use email as a method of notification in the case of emergency only when the immediate supervisor has given prior authorization for using email for emergency notification.

12.0304 Special leave days shall not be available to newly hired probationary unit members until they have successfully completed their probationary period. This clause does not apply to unit members who have been promoted from another position within the district.

12.04 - Sick Leave

Days of absence authorized under this provision shall be deducted from the sick leave accumulation.

12.0401 One and one-fourth (1-1/4) days of sick leave shall be granted to regular unit members for each completed month of employment up to fifteen (15) days per year. Unused sick leave is cumulative to two hundred eighty-five (285) days.

12.0402 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the unit member's immediate family. Members of the unit member's immediate family shall include grandparent, parent, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparents, stepchildren, foster children, foster parents, grandchildren, and any other person who because of relationship to the unit member shall be determined by the Superintendent of Schools to be members of the unit member's immediate family. Up to ten (10) days may be used for the adoption of a child.

12.0403 Any accumulated sick leave of a unit member separated from any other public service shall be transferable in accordance with R.C. 3319.141 provided none of such accumulated sick leave has been converted to pay upon retirement.

12.0404 If sick leave is taken the unit member may be required to provide a statement from a physician justifying the absence if the unit member has been absent for more than three (3) days or has a pattern of absences. Use of sick leave for death in the immediate family or for illness or injury of a school age (or younger) child will not be considered as part of any pattern of absence.

12.0405 The misuse of sick leave by a unit member shall be grounds for disciplinary action.

12.0406 Each newly hired unit member and each unit member who has exhausted his or her accumulated sick leave shall be eligible for an advancement of up to five (5) days of sick leave each year to be charged against sick leave he or she subsequently earns. Such advancement will be made only upon the employee's request.

12.0407 Any unit member who has exhausted all of his/her sick leave including the five (5) day advancement and still is unable to return to work shall be entitled to apply for any vacation time accrued up to this point.

12.0408

1. When a bargaining unit member has exhausted accumulated sick leave and benefits, if any, remaining under the Family Medical Leave Act, and is still unable to return to work for health reasons, such bargaining unit member shall be placed on an extended medical leave without pay or benefits until able to return to work. Such leave shall not exceed two years, however it may at the discretion of the Board be extended for up to two additional years.
2. Individuals electing to use such leave shall:
 - a. Be entitled to notification of the last day of paid leave or termination of benefits as a result of FMLA leave terminating and to the continuation of insurance coverage at Board expense until the end of the month of notification provided a doctor's statement justifying the continuation of the leave is submitted promptly upon notification.
 - b. Shall notify the Business Manager in writing of the intent to use the leave within one (1) week of learning that sick leave or FMLA leave has expired.
 - c. Identify the anticipated duration of the leave.
 - d. Unless already advanced in that contract year, be entitled to the advancement of five (5) days sick leave.
 - e. Notify the Business Manager in writing of whether to continue any or all insurance coverage. If coverage is to be continued, payment in the amount of the premium shall be made to the Business Manager on or before the 28th day of the month prior to the month the premium is due and shall continue monthly until no longer desired, until the leave expires or the individual returns to work, whichever occurs first.
 - f. Be entitled to return to employment in the same position held at the commencement of the leave.

- g. Upon return from the unpaid leave of absence, be entitled to have the Board pay the insurance coverage as provided in the contract if the employee works at least one-half of the scheduled work days for the month.

12.0409 Any bargaining unit member who utilizes sick leave while off work due to a work related injury or illness and whose absence from work, is more than thirty (30) work days shall have the right to purchase back the sick leave they utilized during this time at the level which the total workers' compensation payment will purchase. Such sick leave can be purchased "one time only" per claim at the same daily rate which exists when it was utilized, and can be repurchased upon payment for lost wages from the Ohio Bureau of Workers' Compensation and Industrial Commission.

12.0410 Sick Leave Bank

The Canton City Board of Education and the OAPSE Locals 107, 161, 161A and 609 agree to administer a Sick Leave Bank according to the following:

1. A Sick Leave Bank Committee comprised of the Superintendent or his/her designee; the President of each local or his/her designee; the Treasurer or his/her designee; the Business Manager or his/her designee; and the Child Nutrition Supervisor or his/her designee.
2. A Sick Leave Bank shall be established to provide sick leave benefits to bargaining unit members who had exhausted all their accumulated sick leave due to catastrophic or serious injury/illness suffered personally or by a family member that includes: employees, employee's spouse, employee's dependent and employee's children under the age of 18.
3. Definitions:
 - a. Catastrophic illness means a life-threatening illness or injury.
 - b. Serious illness or injury means an illness or injury which is not life-threatening but is seriously debilitating for the employee and will require an absence for significant period of time and is found to be a serious condition in the sole discretion of the Sick Leave Bank Committee.
 - c. Normal pregnancy does not fall within the definition of a catastrophic or serious illness.
4. The decision to grant or deny any request shall not be subject to the grievance procedure. Neither the granting nor denial of any request for such leave shall be considered precedent for any future Sick Leave Bank request. An individual may contact the Sick Leave Bank Committee for further

explanation should they have no sick leave days; and/or to arrange for unique requirements for use of sick leave while in the Sick Leave Bank.

The member shall not receive sick leave days from the Sick Leave Bank if the absence pertains to workers compensation and/or disability retirement. This leave is not intended to substitute for Disability Retirement.

5. To be eligible to receive sick days from the bank, an employee must have exhausted all sick days prior to applying for Sick Leave Bank days and exhausted any unused vacation days. There will be no advancement of sick leave days while using days from the Sick Leave Bank.
6. The member's maximum annual (calendar year) use of Sick Leave Bank days shall be forty (40) days with a lifetime maximum of one hundred and twenty (120) days per member.
7. While in the Sick Leave Bank an employee does not accumulate sick leave days, nor do sick leave days accumulate to the bank.
8. An employee will not be required to pay back sick days after they return to work.
9. Requests for Sick Leave Bank days shall be made on forms provided by the Sick Leave Bank Committee.
10. An approval form will be provided by the Sick Leave Bank Committee. The form will require certification by a physician, as well as signature of receipt of approval form by the Treasurer's Office.

Once approved employees will be solicited for contributions to the sick leave bank on behalf of the individual who has been approved for use of sick leave bank days. To be eligible to contribute, an employee must have at least fifty (50) sick leave days accumulated and may not contribute more than five (5) sick leave days in any one year. If there are days left in the bank after the employee ceases to use them or after using the maximum sick leave allowed under this section, the remaining sick leave will be returned on a pro rata basis to the employees who donated the sick leave.

12.0411 – Bus driver use of sick leave for mid-day run

Bus drivers may use sick leave for their mid-day run and will only be charged one-quarter day.

12.05 - Calamity Days

- 12.0501 Contract and hourly unit members shall be required to work on days when schools are closed due to a calamity if specifically requested by the board

unless, because of said calamity, a unit member is unable to report. (Calamity shall be considered to be snow, fire, or other events which create personal hazards.)

12.0502 Unit members requested to report are required to report for work and shall not be paid overtime pay unless they work hours extending beyond their regularly scheduled hours. In this case, they are entitled to overtime pay.

12.0503 Any unit member required to work on a calamity day shall be paid for such time at double his/her regular hourly rate, or, at the option of the unit member, be granted compensatory time off equal to hours worked on the calamity day.

12.0504 All other contract and hourly unit members shall not be required to work on days when schools are closed due to a calamity. If days are made up at a later date, unit members shall work without additional compensation.

12.0505 Calamity days time off shall not be counted in determining a unit member's sick leave or special leave.

12.0506 All unit members unable to reach their work site must report to the supervisor of custodians, principal, immediate supervisor, or switchboard operator, if the switchboard is open.

12.06 - Jury Duty - Court Witness

- A. Any regular unit member who is absent from his/her work assignment for jury duty shall be paid for the day/s at his/her regular rate of pay. Unit members shall not be required to turn over any jury duty pay.
- B. Where a regular unit member is subpoenaed to a court of law on school related legal business, i.e., witness to a crime, student assault or child abuse, involving persons other than the unit member (and exclusive of disputes with the Board of Education), the unit member shall be granted the necessary time off with full pay less any witness fee paid by the court upon presenting a copy of the official subpoena to the Business Manager.

12.07 - Early Dismissal

Classified and educationally related personnel shall work their regular hours on days when school is dismissed early. When schools are closed by the administration due to an impending emergency, calamity or act of God which is a threat to the health or safety of the unit members, all unit members shall be dismissed at the same time. Provided however, the unit member who is responsible for securing the building shall not leave until the building is secured.

12.0701 One hundred eighty-six (186) day educationally related unit members shall not work days when school is in session and students are not present, unless granted special permission by the Business Manager.

12.08 - FMLA Leave

12.0801

- A. Under the Family and Medical Leave Act (“FMLA”), a bargaining unit member who has been in pay status at least 1250 hours in the twelve month period preceding the commencement of a leave is entitled to take up to twelve weeks of unpaid leave in a twelve month period (for purposes of this Agreement, such twelve month period shall be considered to run from July 1 through June 30, consistent with the District’s fiscal year) in the following circumstances:
1. the birth of a child; or
 2. the placement of an adoption or foster care child with the employee; or
 3. the care of a spouse, child or parent who has a serious health condition; or
 4. a serious personal health condition that prevents the employee from performing the functions of his/her position.
- B. In cases where the Board employs both the husband and wife, each is entitled to twelve (12) weeks of FMLA leave for the birth or placement of their child.
- C. This Section does not limit or enlarge entitlement to paid or unpaid leave for which a unit member is otherwise eligible under this Agreement. However, if a unit member is entitled to and takes paid sick leave for any of the circumstances set forth in A (1-4) above, the leave will be treated as and counted against FMLA available under this Section and the unit member must comply with the requirements of this Section.

12.0802

- A. The unit member will provide the Business Manager with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the unit member’s need for leave is foreseeable. If the unit member’s need for the leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to FMLA for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
- B. Whenever the leave is necessitated by the serious health condition of the unit member or his/her family member, and is foreseeable based upon planned medical treatment the unit member shall provide the Business Manager with no less than thirty (30) days prior written certification issued by a health care provider to support his/her request

for leave. If a unit member requires intermittent leave as set forth below, the unit member shall provide the Business Manager with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the unit member shall provide notice as early as possible.

12.0803

When medically necessary, a unit member may take intermittent FMLA Leave. The unit member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

12.0804

The Board retains its right, at its own expense, to require the unit member to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at its expense, the unit member obtain the opinion of a third health care provider who shall be mutually agreed upon by the unit member and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for FMLA Leave.

12.0805

Any ambiguities in this Section shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms not defined in this Section shall have the same meaning as those terms are defined in the FMLA.

12.0806

During such leave the bargaining unit member is entitled to the continuation of health benefits with the same level of Board contribution as exists during work time.

12.09 Temporary Duty Plan

The principle purpose of this Temporary Duty Plan ("Plan"), is to assist an expedited return of the bargaining unit member(s) to their original, prior to injury, status, as soon as possible, without jeopardizing the operations of the District or the safety of the employee. It is an interim step in the physical conditioning and recovery of a worker who has a work related injury.

1. The Plan shall be overseen by the Business Manager who will coordinate the employee's participation in the Plan in accordance with the employee's limitations as set forth by the Managed Care Organization ("MCO") in consultation with the employee's physician and consistent with the needs of the District and in accordance with the limitations of the Agreement or any laws or statutes that may apply. The District retains the sole right to:

- A. Determine those employees that shall be permitted to participate in the Plan.

- B. Change the work hours and work location of any employee that has agreed to participate in the Plan and the set work hours and location for any employee that has agreed to participate in the Plan.
 - C. Determine the duration of the Plan which shall not exceed fifty (50) days.
2. Any employee who has been approved for a compensable lost time claim under Workers' Compensation is eligible to participate in the Plan.
 3. An employee wishing to participate in the Plan shall submit a request to participate to the Business Manager. The MCO will provide the Business Manager with a statement as to any and all limitations that need to apply for consideration of the employee's approval to participate in the Plan.
 4. When the Business Manager determines a position exists for the injured worker to participate in the Plan (in keeping with the limitations as set forth by the MCO in consultation with the employee's physician), the Business Manager shall reduce the offer to writing. The statement shall include the number of hours and days to be worked per week and in total; actual times and location of the position; job description of the position; and hourly wage and benefits to be provided. A copy shall be sent to the appropriate Local President. The statement shall be submitted to the MCO for approval.
 5. Subject to the conditions above and the approval of the MCO for the employee's participation in the Plan, the Business Manager will give written confirmation of the reporting date and hours of work. The employee must respond to the Business Manager's written offer within five (5) work days. Failure of the employee to respond to the written offer within five (5) work days will be considered a rejection of the offer.
 6. An employee participating in the Plan shall receive the same rate of pay as the employee was receiving at the time the employee left work because of the injury and will receive all other benefits afforded under the Agreement.
 7. The eligible employee will be given a specific start and stop date for the transitional program. The period of time may be extended for special circumstances.
 8. The District retains the exclusive right to determine the number of employees or the positions in any particular job classification eligible to participate in the Plan. No employee will be permitted to participate in the Plan if there is an existing layoff in that classification of a senior person or if such participation would cause a layoff or reduction in hours for a senior, existing bargaining unit member.
 9. The employee will be denied participation in the Plan if the MCO in consultation with the employee's physician determines the employee is physically unable to perform the duties of the position. Denial of participation in the Plan will not prohibit an employee from future consideration for participation, if so warranted.

ARTICLE XIII - TRANSPORTATION

13.01 - Miscellaneous

- 13.0101 Assistants will be placed on Special Education/Orthopedic buses as determined necessary by the Administration.
- 13.0102 The Board agrees to reimburse all regularly employed transportation personnel who are required to drive a bus for the cost of the renewal of CDL upon receipt of proof of renewal.
- 13.0103 The Board will pay the costs and compensate regularly employed transportation employees for any Board or Administration mandated training that is required.
- 13.0104 When an employee is required to attend a meeting by the Administration that is either outside of his/her hours or extending his/her hours, the employee shall be compensated at his/her regular rate.
- 13.0105 The Board will pay all regularly employed transportation personnel one hour for each random drug/alcohol test outside of regular work hours while they are in active employment status.
- 13.0106 A transportation employee who has to go for medical testing related to a job incident for exposure to blood borne pathogens will not lose any pay as a result of having to go for medical testing during his/her regular work hours.
- 13.0107 A driver who selects a route that includes non-public runs is responsible and must account for all days when any part of the route is operating. On days when the non-public schools are running, but Canton City Schools is closed, the driver shall submit a time sheet. The time sheet shall be for all regularly hours of either the A.M. or P.M. route which includes the non-public schools. The driver will be paid at their regular rate for all such hours. The hours non-public schools scheduled for days when Canton City Schools is closed will be included in the numerator for calculation of benefit entitlement under Section 11.01 and will be effective starting with the October premium and will be applied through the following September.

13.02 - Trips

Bus drivers will drive requisitioned school vehicles to scheduled athletic events, field trips or extracurricular activities. Trips shall be distributed as follows:

(a) One list will be established for all trips both during the school days trips and post school day trips.

1. Trip work shall be divided as equally as possible among available and interested drivers.
2. Trips shall be granted on an hourly equalization basis to those drivers desiring such trips.
3. At the beginning of each school year, each unit member not desiring trips shall notify his supervisor of this fact.
4. The Supervisor of Transportation shall post the seniority list of those desiring trips and shall indicate the date, time and number of trip hours after their name. The Supervisor of Transportation shall grant trips to drivers by equalizing as closely as possible, the total number of hours granted to each driver.
5. Every two weeks the previous two week's hours shall be totaled and a new eligibility list will be established, (i.e. the driver member with the least number of total trip hours shall be placed at the top of the list and the unit member with the most total number of hours shall be placed at the bottom of the list for the next week).
6. The trip driver who declines a trip for any reason shall be charged with the total number of trip hours as well as the driver working the trip. A refused offer made less than either the work day before or the work day of the trip will not be charged to the driver.

A driver who declines a trip after accepting it shall be charged with the hours for such trip, unless the trip is declined either the work day before or the work day of the trip, in which case, the driver will be charged the hours.

Trips assigned after the start of the assigned driver's afternoon routes will be treated as though assigned on the subsequent workday.

The form used to assign trips will include the date and time the trip has been assigned to a driver.

7. For purposes of determining hours, drivers will be charged on the basis of hours worked. Hours worked on training will not be charged to a driver. Any driver who takes an extra run that is already part of another driver's regular route will not be charged with the hours. Upon providing documentation, a driver who is a transportation employee who uses Union time under § 5.0902 or who is participating in grievance step or arbitration shall not be charged with hours for declining a trip because it conflicts with such time.

8. If a driver becomes eligible and is added to the trip list after the school year begins, the trip hours of the individual with the most trip hours and the individual with the least trip hours will be averaged and that number of hours will be assigned to the unit member. No driver shall be considered eligible to be added to the trip list until that driver has successfully completed the probationary period.

If a driver is absent from work due to sick leave, or personal leave, the driver's trip hours shall be frozen at the last totaled figure until the driver member returns to work, provided the driver returns to work within one (1) calendar week. If the driver is absent from work for greater than one week, the trip hours of the driver with the most trip hours and the individual with the least trip hours will be averaged and that number of hours will be assigned to the driver unless it is lower than the number of hours the driver had at the beginning of the absence, in which case, the higher number of hours shall be assigned to the driver.

9. Available regular transportation employees shall be given the first opportunity for trips. A regular transportation employee shall not be considered available for a trip that leaves or returns during the driver's regularly scheduled time except when the trip is an overnight trip.
10. If an employee initially signs up for the list, then during the year drops off of the list and later during that year rejoins the list, such employee as a penalty shall be given the number of trip hours equal to the highest number of trip hours on the list.
11. At the beginning of each school year, a new trip list will be started with all regular bus drivers on this list starting at zero (0) hours.
12. In the event the trip is a split trip outside the school district (the trip requires the driver to take a group out of the district then go home and return back at a later time to pick-up the group and bring them back), the driver shall receive a minimum of three (3) hours, one and one-half (1 ½) for taking the group out, and one and one-half (1 ½) for bringing the group back.
13. Drivers on trips, including but not limited to athletic events, field trips and extracurricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds eight (8) hours in a work day or exceeds forty (40) hours in a work week, then all excess hours shall be compensated at the appropriate overtime rate based on the member's regular hourly rate.
14. Overnight trips: Lodging shall be provided to the driver by the Board or sponsoring group. Meals will be reimbursed consistent with Board policy.

Payment for overnight trips shall be at the driver's regular rate for all driving time unless such time constitutes overtime (i.e., more than eight (8) hours in a day or forty (40) hours in a week). Said driver shall be paid at one-half his regular rate of pay for on-call time. No pay shall be made for the member's "sleep time."

15. Any call-in trips will be a minimum of three (3) hours paid time, limited to five (5) trips per year.
16. When a trip scheduled for a day when a driver is not otherwise scheduled to work is cancelled and the driver has reported for the trip and has not been notified of the cancellation prior to the scheduled report time, the driver will be paid a minimum of three (3) hours.
17. Two weeks prior to the end of the school year, the Transportation Supervisor will post a listing for summer trip work. Interested drivers may sign up on said list, indicating they wish to remain on the trip board. Trips will continue to rotate using hours accumulated at that time. Refusal and assignment procedures shall be the same for the summer months as during the school year.
18. Each summer school route shall be assigned to one driver per route for the entirety of the summer school session. Assignment to summer school routes shall be based upon the trip board, with the drivers at the top of the trip board being assigned the summer school routes. Drivers assigned summer school routes shall be charged for all of the hours of the summer school route at the time of assignment, and shall not be eligible for other trips on days that they have summer school routes. Drivers who choose to decline summer school routes any time after assignment shall still be charged for those hours on the trip board.

13.03 - Regular Routes

- A. Morning, afternoon, kindergarten and preschool routes that are vacant prior to the start of the school year shall be posted in the journal at least one week prior to the beginning of the school year. Vacant routes during the regular school year will be posted in the Weekly Journal. Vacancies in morning and afternoon routes shall be posted and assigned following the procedures set forth in Article VIII. Where the vacancy occurs after the start of the school year, an employee who successfully bids on a position is ineligible to bid again for one calendar year.
- B. All midday runs – academies, preschools, early childhood and kindergarten – will be reevaluated at the beginning of each school year. Starting with the most senior driver, midday runs shall be assigned by virtue of seniority with the most senior driver selecting the midday run of his/her choice, and proceeding through the seniority list until all midday routes are assigned provided no driver's regular daily hours exceeds eight (8) hours.

Reevaluated midday runs shall be posted at the bus garage one (1) week prior to the start of the school year. The midday postings shall include the anticipated number of hours, schedule and route as known at the time of the posting.

Once started, the list shall run continuously for the school year.

1. After the initial assignments are made at the beginning of each school year, the following shall apply:

a. All newly created midday runs (meaning an additional midday driver must be hired) – academies, preschools, early childhood and kindergarten - - shall be assigned by virtue of seniority from the seniority list starting with the next driver in seniority.

b. Any midday driver whose time is to be reduced by .5 hours or more shall have the opportunity to bump the least senior midday driver with the same midday hours. If there is no less senior driver with the same hours, then the driver shall have the opportunity to bump the least senior driver with the next highest hours lower than the affected driver.

Any midday driver whose time is to be increased by .5 hours or more shall have their midday route offered to all current more senior midday drivers.

Midday routes that are subject to this section will only be offered at the end of each grading period.

c. Previously assigned middays that subsequently become vacant due to terminations, resignations, or retirements will be offered to other midday drivers starting with the next driver less senior than the driver vacating the midday.

Assignments are made for the balance of the school year unless paragraph “b” or “c” above applies. Whenever possible, additions to middays during the school year will be made to the senior drivers. In an effort to keep the runs as efficient and economical as possible, factors used to make these determinations will include deadhead time already on the clock, layover time, and any additional costs that may be involved.

2. Temporary long-term mid-run, an extended absence (i.e., the regular driver who is absent has provided written notice of an absence longer than five (5) work days) that involves a mid-run assignments will be made on the following basis:

a. The next driver who is in line to be assigned a mid-run will be temporarily assigned to the mid-run. This driver will drive the mid-run for the duration of the absence as if it was theirs. There will be no

change in Board approved hours or benefits calculations. If the temporary driver is absent, he/she will not receive sick pay for the mid-run.

- b. If the next driver is offered a temporary mid-run, and refuses it, they will not be offered another temporary mid-run until the following year. They will, however, still be offered the next regular mid-run assignment.
 - c. If at the time of the offer, the temporary driver notifies the office of any mid-run absences, those absences will be honored with no penalty to the driver. However, if the temporary driver later takes off for just the mid-run, it is understood the driver will lose the mid-run and it will be offered to the next driver in line for mid-run. Emergency call offs will be handled on a case by case basis and may be an exception to the above provisions of subparagraph c.
 - d. Mid-run assignments will not be rotated. To provide continuity, a temporary driver cannot bump another temporary driver.
- C. All routes/runs posted for bidding shall include the current bus number and certified hours either as previously certified or as recertified by the District.
- D. 1. Route hours shall be Board recertified, if not correct, within thirty (30) days of the start of the school year or may be recertified upon request of the driver or determination of the District.
2. If a driver's hours are reduced due to recertification after the start of the school year, the driver will not have his/her insurance premium share increased for the remainder of the school year. If a driver's hours are increased due to recertification after the start of the school year, and prior to December 31, the insurance share shall be adjusted starting in January. If the hours are increased due to recertification after December 31, the insurance share shall be adjusted starting in July.
- E. If a vacant route/run(s) is to be filled, unless an extension is mutually agreed upon by the Union and Administration, it shall be filled within fifteen (15) work days following the close of posting in the Weekly Journal.
- F. All presently employed transportation employees eligible and bidding on a route/run(s) shall be considered for the route by the Transportation Supervisor or designee and said unit member shall be notified of the selection decision within seven (7) working days after the decision.

13.04 - Extra work for transportation personnel

- 13.0401 Transportation personnel accepting extra work will be paid at the substitute custodian's rate.
- 13.0402 A rotating list will be provided by the Supervisor of Transportation of names to determine eligibility for extra work (to be posted in the bus garage).
- 13.0403 If a vehicle requires overtime and the mechanic assigned to the vehicle is unable to work the overtime, it shall be offered on a rotation basis.

13.05 - Civil Service

Only regular assignments shall be used in determining eligibility for status under Canton Civil Service Rules.

ARTICLE XIV - MAINTENANCE

14.01 - Maintenance Department

- 14.0101 The Maintenance Department shall include the following unit members:
- a. Carpenter
 - b. Painter
 - c. Electrical Maintenance
 - d. Maintenance Mechanic w/License
 - e. Maintenance Mechanic/Roofer
 - f. HVAC Automation Technician

14.02 - Building Opening/Check

- 14.0201 Only Custodial and Maintenance employees are eligible for opening buildings during the heating season.
- 14.0202 The heating season is the period of time designated by the Business Manager or his/her designee as the heating season in consultation with the Local President of 107.
- 14.0203 A building opening will be offered to the employee with the lowest overtime hours on the day of notification of such opening. The employee who accepts the offer will keep the opening through the end of the week if available.
- 14.0204 Whenever it is known that one or more building openings are available, and at the same time, several building checks are available for other buildings, the building openings will be offered first.

14.0205 If an employee refuses a building opening, such employee will receive the same number of hours on the overtime board as the total number of hours worked in opening that building for that week, including a weekend/holiday check if available.

14.0206 Hours worked and hours refused for opening buildings during the week will be added to the overtime board on a daily basis, except multi-day refusals will be added immediately. Building openings for the following week, including weekend/holiday check, if available, will be offered to the employee(s) with the lowest hours as of Friday.

14.0207 If two or more building checks are available, the employee with the lowest hours will be offered at least two buildings. If refused, two hours will be added to the overtime board for that employee.

14.0208 When known, all building openings and checks will be offered on Friday for the following week.

14.03 - Scheduled Overtime/Call-In Overtime

14.0301 When overtime is offered in the plumbing field, it will be offered in the following order to employees determined by the supervisor to be qualified to perform the work:

1. Maintenance Mechanic(s) with plumbing experience with the lowest hours.
2. Maintenance Mechanic/Maintenance Roofer with lowest hours.
3. Any Maintenance employee(s) with the lowest hours.

14.0302 When overtime is offered in the carpentry field, it will be offered in the following order to employees determined by the supervisor to be qualified to perform the work:

1. Carpenter(s) with the lowest hours.
2. Any Maintenance employee(s) with the lowest hours.

14.0303 When overtime is offered in the electrical field, it will be offered in the following order to employees determined by the supervisor to be qualified to perform the work:

1. Electrical/Maintenance with the lowest hours.

2. Maintenance Mechanic(s) with electrical experience with the lowest hours.
3. Any Maintenance employee(s) with the lowest hours.

14.0304 When overtime is offered in the painting field, it will be offered in the following order to employees determined by the supervisor to be qualified to perform the work:

1. Painter(s) with the lowest hours.
2. Any Maintenance employee(s) with the lowest hours.

14.0305 When overtime is offered in the roofing field, it will be offered in the following order to employees determined by the supervisor to be qualified to perform the work:

1. Maintenance Roofer(s) with the lowest hours.
2. Any Maintenance employee(s) with the lowest hours.

14.0306 If an employee refuses a call-in, such employee will be charged three hours on the overtime board.

14.04

All maintenance employees shall be eligible to receive two sets of coveralls from the District. Those who receive the coveralls may be required to wear them during working hours.

ARTICLE XV - MISCELLANEOUS

15.01 - Entire Agreement Clause

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

15.02 - Conflict with Law

If any provision of this contract, or any application of the provisions of this contract, or any agreement reached under its terms, is found to violate any federal or state law, or SERB ruling, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect. Furthermore, in the event that a section of this Agreement does not comply with

law, both parties shall sincerely attempt to arrive at a mutually satisfactory legal solution to any resulting issue(s) through the negotiating process within ten (10) work days from their agreement.

15.03 - No Lockout/No Strike

1. The employer agrees there will be no lockout during the life of this collective bargaining agreement.
2. The Union shall not cause, engage in, or sanction any strike, slowdown or work stoppage. Furthermore, the Union shall seriously endeavor to bring an end to any strike, slowdown or work stoppage if one occurs.
3. The Union shall at all times cooperate with the Employer in continuing operations.

15.04 - Waiver of Negotiations

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter which may not have been within the knowledge or contemplation of either or provided, however, that this article does not waive the right of the Union to notice and an opportunity to bargaining over the effect of any change in wages, hours, or other terms of conditions of employment which the Board may make during the term of this Agreement; except the Board and Union agree that if the Board determines it wants to consider creation of a four-day work week with no reduction in current hours for the individuals affected, the Union will enter into mid-term bargaining on that subject with the Board.

15.05

In the event there is any negative change in the Sovereign Immunity Law protecting employees, the Board agrees to continue to provide the same level of protection and representation that was passed November 20, 1985.

15.06 - Term of Agreement

This Agreement shall become effective upon adoption by the Board except as otherwise specifically provided herein and shall remain in full force and effect until 11:59 p.m. June 30, 2016.

The parties hereto have duly signed this Agreement in Canton, Ohio, on the ____ day of _____, 2013.

THE BOARD OF EDUCATION OF THE
CANTON CITY SCHOOL DISTRICT



President



Treasurer

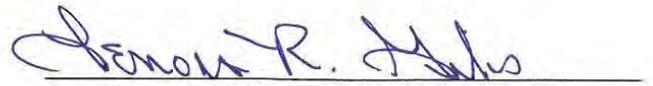
OAPSE/AFSCME AFL-CIO



President - OAPSE Local 107



President - OAPSE Local 161



OAPSE/AFSCME AFL-CIO
Field Representative

DISCIPLINE FORM

Date:

Employee Name:

Administrator:

Brief Summary of Discussion:

Administrator

Employee

Signing this form is not an admission of fault, but acknowledges that the issue was discussed.

CANTON CITY SCHOOLS

APPENDIX B

Grievance Form: OAPSE 107 and 161 - Support Service Personnel
(When completing form - please type or print)

Name: _____

Date, Time, and Location of Occurrence: _____

Statement of Grievance: _____

Section of Agreement Claimed to Have Been Violated: _____

Relief Requested: _____

Signature: _____

Grievant

Signature: _____

Union Representative or Designee

Time limits shall be in accordance with current contract.

COMPLETE RESERVE SIDE OF FORM AS APPLICABLE

STEP I

STEP II

ZERO TOLERANCE/DRUG-FREE WORKPLACE

Principles

1. The Board believes the abuse or illegal use of drugs is a national problem that seriously affects every worker. It adversely affects users, their families and friends, and it also presents a threat to employers and employees in the workplace.
2. Canton City Schools has always been and remains committed to providing a safe work environment and fostering the health and well being of our employees. The abuse and illegal use of drugs jeopardizes this commitment and undermines our capacity to serve our students and our community.
3. Therefore, the Board has developed this Drug-Free Workplace Policy, which we believe will best serve the interest of our employees, the students, and the community. This policy is based upon our belief that our schools must be an environment free from the effects of drug abuse.
4. The Board also recognizes that if unattended, serious personal problems can adversely affect all aspects of a person's life, including the person's ability to effectively perform his or her job duties.
5. Therefore, early detection and treatment of serious personal problems are mutually beneficial to the employee and the Canton City Schools. The Board is committed to helping employees through its Employee Assistance Program (EAP).
6. All employees are encouraged to become familiar with the policy. If there are any questions about the policy, please contact the Executive Director of Human Resources.

Procedures

1. All staff members have a responsibility to make themselves familiar with, and abide by, the laws of the State, the policies of the Board, and the district wide administrative regulations designed to implement them.
2. All employees are prohibited from the unlawful manufacture, distribution, dispensation, purchase, possession, or use of a controlled substance in the workplace or on the job, or elsewhere, if it impacts the employee's ability to perform his/her contractual responsibilities.
3. All employees are prohibited from reporting to work or working under the influence of a controlled substance.
4. The possession and use of prescription or nonprescription medication are permissible, provided they are possessed and used for their intended purpose in accordance with a lawful prescription or consistent with standard dosage recommendations.

5. Employees are required to notify Canton City Schools (Executive Director of Human Resources) of any criminal drug statute conviction or guilty plea no later than five days after such conviction or plea.
6. The Employees Assistance Program (EAP) provides confidential assessment, referral, and short-term counseling for employees who need it or request it in overcoming work-related and personal problems associated with drug use, alcohol use or other problems.
7. The Board encourages employees to voluntarily seek assistance, on a confidential basis, through the EAP if drug use is a problem. A conscientious effort to utilize the EAP will not, by itself jeopardize an employee's job. Utilization of the EAP, however, is not a means of avoiding the Canton City Schools' standard disciplinary procedures. The Board expressly reserves the right to discipline employees, up to and including termination.
8. If an EAP referral to a treatment provider outside the EAP is given, the cost may be covered by the employee's medical insurance, if not, the cost of such outside services is the employee's responsibility.
9. It is a condition of employment that employees abide with the terms of this policy. Violation of these terms may result in termination of employment.

FLEX PLAN

If an employee elects coverage for the employee and/or the employee's spouse and dependents under the Stark County Schools Council of Governments (COG) Health Benefit Plan (or any successor health plan) (the "Health Plan"), the following rules shall apply to the employee:

1. The employee shall be deemed to have made an election to participate in a Section 125 Plan of the School District (i.e. the Section 125 Plan that is sponsored by the Council of Governments or any successor plan maintained by the School District).
2. Under the Section 125 Plan, the Employee shall be deemed to have elected to make the Employee's required employee contributions for Health Plan coverage pursuant to a pre-tax salary reduction election of the employee; and no employee who enrolls for Health Plan coverage shall have the option of paying for such coverage with after-tax dollars.
3. If the employee does not change his or her Health Plan coverage election during the annual election period provided for under the Section 125 Plan, the employee shall be deemed to have renewed the Employee's existing election under the Section 125 Plan to pay for the elected Health Plan coverage via pre-tax salary reduction.

The foregoing deemed election rules shall not apply under the Section 125 Plan for any coverage that is offered with respect to a health care flexible spending account ("FSA") or dependent care FSA. An employee shall be required to elect FSA coverage for each Plan Year of the Section 125 Plan in accordance with the terms of the Section 125 Plan; and a failure to make an election of FSA coverage for a Plan Year shall be deemed to be an election not to participate in the FSA for that Plan Year.

Notwithstanding the foregoing deemed election rules under the Section 125 Plan, an employee shall retain the right to revoke or change the Employee's Health Plan coverage election or deemed election, in accordance with the Section 125 Plan rules relating to changes in status and the like.

* * *

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Secretarial
Effective July 1, 2013

1.95%

Steps	A	B	C	D	E	G	H	I	J	K	L	M	N	O
1	\$13.22	\$12.64	\$11.93	\$11.64	\$12.68	\$12.18	\$14.17	\$13.35	\$20.40	\$13.81	\$15.03	\$12.19	\$14.49	\$15.38
2	\$13.68	\$13.12	\$12.38	\$12.12	\$13.15	\$12.65	\$14.69	\$13.81	\$20.85	\$14.33	\$15.56	\$12.64	\$15.02	\$15.91
3	\$15.17	\$14.61	\$13.87	\$13.60	\$14.62	\$14.14	\$16.26	\$15.28	\$22.34	\$15.90	\$17.11	\$14.13	\$16.59	\$17.46
4	\$15.64	\$15.07	\$14.33	\$14.06	\$15.09	\$14.61	\$16.81	\$15.76	\$22.81	\$16.44	\$17.66	\$14.61	\$17.12	\$18.02
5	\$16.11	\$15.55	\$14.80	\$14.55	\$15.57	\$15.08	\$17.32	\$16.23	\$23.28	\$16.97	\$18.19	\$15.07	\$17.65	\$18.53
6	\$16.36	\$15.79	\$15.05	\$14.79	\$15.81	\$15.33	\$17.61	\$16.49	\$23.52	\$17.26	\$18.47	\$15.31	\$17.92	\$18.82
7	\$16.62	\$16.07	\$15.31	\$15.05	\$16.07	\$15.59	\$17.90	\$16.73	\$23.78	\$17.55	\$18.76	\$15.58	\$18.23	\$19.12
8	\$16.88	\$16.31	\$15.58	\$15.29	\$16.34	\$15.85	\$18.22	\$17.01	\$24.04	\$17.85	\$19.05	\$15.84	\$18.52	\$19.42
9	\$17.13	\$16.57	\$15.82	\$15.57	\$16.59	\$16.10	\$18.50	\$17.26	\$24.29	\$18.14	\$19.34	\$16.09	\$18.82	\$19.71
10	\$17.81	\$17.24	\$16.50	\$16.24	\$17.26	\$16.78	\$19.28	\$17.92	\$24.97	\$18.91	\$20.11	\$16.77	\$19.59	\$20.48
11	\$18.06	\$17.48	\$16.75	\$16.49	\$17.52	\$17.07	\$19.59	\$18.19	\$25.23	\$19.24	\$20.44	\$17.03	\$19.91	\$20.79
12	\$18.06	\$17.48	\$16.75	\$16.49	\$17.52	\$17.07	\$19.59	\$18.19	\$25.23	\$19.24	\$20.44	\$17.03	\$19.91	\$20.79
13	\$18.06	\$17.48	\$16.75	\$16.49	\$17.52	\$17.07	\$19.59	\$18.19	\$25.23	\$19.24	\$20.44	\$17.03	\$19.91	\$20.79
14	\$18.06	\$17.48	\$16.75	\$16.49	\$17.52	\$17.07	\$19.59	\$18.19	\$25.23	\$19.24	\$20.44	\$17.03	\$19.91	\$20.79
15	\$18.15	\$17.59	\$16.84	\$16.59	\$17.62	\$17.12	\$19.68	\$18.28	\$25.32	\$19.31	\$20.51	\$17.11	\$20.00	\$20.88
16	\$18.15	\$17.59	\$16.84	\$16.59	\$17.62	\$17.12	\$19.68	\$18.28	\$25.32	\$19.31	\$20.51	\$17.11	\$20.00	\$20.88
17	\$18.15	\$17.59	\$16.84	\$16.59	\$17.62	\$17.12	\$19.68	\$18.28	\$25.32	\$19.31	\$20.51	\$17.11	\$20.00	\$20.88
Days	260	260, 206, 191	260	260, 206, 191	260	191	260	260	260	260	260	260	260	260
Hours	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8
A	Secretary 1		E	Bookkeeper		J	Technician 3			N	Technician 2			
B	Secretary 2		G	LRC Technician		K	Payroll Specialist			O	Accounting Officer			
C	Mail-Duplicating Speci		H	Accounting Specialist		L	Payroll Officer							
D	Clerk Typist		I	Technician 1		M	PBX Operator							

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Secretarial
Effective July 1, 2014

1.75%

Steps	A	B	C	D	E	G	H	I	J	K	L	M	N	O
1	\$13.45	\$12.86	\$12.14	\$11.84	\$12.90	\$12.39	\$14.42	\$13.58	\$20.76	\$14.05	\$15.29	\$12.40	\$14.74	\$15.65
2	\$13.92	\$13.35	\$12.60	\$12.33	\$13.38	\$12.87	\$14.95	\$14.05	\$21.21	\$14.58	\$15.83	\$12.86	\$15.28	\$16.19
3	\$15.44	\$14.87	\$14.11	\$13.84	\$14.88	\$14.39	\$16.54	\$15.55	\$22.73	\$16.18	\$17.41	\$14.38	\$16.88	\$17.77
4	\$15.91	\$15.33	\$14.58	\$14.31	\$15.35	\$14.87	\$17.10	\$16.04	\$23.21	\$16.73	\$17.97	\$14.87	\$17.42	\$18.34
5	\$16.39	\$15.82	\$15.06	\$14.80	\$15.84	\$15.34	\$17.62	\$16.51	\$23.69	\$17.27	\$18.51	\$15.33	\$17.96	\$18.85
6	\$16.65	\$16.07	\$15.31	\$15.05	\$16.09	\$15.60	\$17.92	\$16.78	\$23.93	\$17.56	\$18.79	\$15.58	\$18.23	\$19.15
7	\$16.91	\$16.35	\$15.58	\$15.31	\$16.35	\$15.86	\$18.21	\$17.02	\$24.20	\$17.86	\$19.09	\$15.85	\$18.55	\$19.45
8	\$17.18	\$16.60	\$15.85	\$15.56	\$16.63	\$16.13	\$18.54	\$17.31	\$24.46	\$18.16	\$19.38	\$16.12	\$18.84	\$19.76
9	\$17.43	\$16.86	\$16.10	\$15.84	\$16.88	\$16.38	\$18.82	\$17.56	\$24.72	\$18.46	\$19.68	\$16.37	\$19.15	\$20.05
10	\$18.12	\$17.54	\$16.79	\$16.52	\$17.56	\$17.07	\$19.62	\$18.23	\$25.41	\$19.24	\$20.46	\$17.06	\$19.93	\$20.84
11	\$18.38	\$17.79	\$17.04	\$16.78	\$17.83	\$17.37	\$19.93	\$18.51	\$25.67	\$19.58	\$20.80	\$17.33	\$20.26	\$21.15
12	\$18.38	\$17.79	\$17.04	\$16.78	\$17.83	\$17.37	\$19.93	\$18.51	\$25.67	\$19.58	\$20.80	\$17.33	\$20.26	\$21.15
13	\$18.38	\$17.79	\$17.04	\$16.78	\$17.83	\$17.37	\$19.93	\$18.51	\$25.67	\$19.58	\$20.80	\$17.33	\$20.26	\$21.15
14	\$18.38	\$17.79	\$17.04	\$16.78	\$17.83	\$17.37	\$19.93	\$18.51	\$25.67	\$19.58	\$20.80	\$17.33	\$20.26	\$21.15
15	\$18.47	\$17.90	\$17.13	\$16.88	\$17.93	\$17.42	\$20.02	\$18.60	\$25.76	\$19.65	\$20.87	\$17.41	\$20.35	\$21.25
16	\$18.47	\$17.90	\$17.13	\$16.88	\$17.93	\$17.42	\$20.02	\$18.60	\$25.76	\$19.65	\$20.87	\$17.41	\$20.35	\$21.25
17	\$18.47	\$17.90	\$17.13	\$16.88	\$17.93	\$17.42	\$20.02	\$18.60	\$25.76	\$19.65	\$20.87	\$17.41	\$20.35	\$21.25
Days	260	260, 206, 191	260	260, 206, 191	260	191	260	260	260	260	260	260	260	260
Hours	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8
A	Secretary 1		E	Bookkeeper		J	Technician 3			N	Technician 2			
B	Secretary 2		G	LRC Technician		K	Payroll Specialist			O	Accounting Officer			
C	Mail-Duplicating Speci		H	Accounting Specialist			L	Payroll Officer						
D	Clerk Typist		I	Technician 1		M	PBX Operator							

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Secretarial
Effective July 1, 2015

1.55%

Steps	A	B	C	D	E	G	H	I	J	K	L	M	N	O
1	\$13.66	\$13.06	\$12.33	\$12.02	\$13.10	\$12.58	\$14.64	\$13.79	\$21.08	\$14.27	\$15.53	\$12.59	\$14.97	\$15.89
2	\$14.14	\$13.56	\$12.80	\$12.52	\$13.59	\$13.07	\$15.18	\$14.27	\$21.54	\$14.81	\$16.08	\$13.06	\$15.52	\$16.44
3	\$15.68	\$15.10	\$14.33	\$14.05	\$15.11	\$14.61	\$16.80	\$15.79	\$23.08	\$16.43	\$17.68	\$14.60	\$17.14	\$18.05
4	\$16.16	\$15.57	\$14.81	\$14.53	\$15.59	\$15.10	\$17.37	\$16.29	\$23.57	\$16.99	\$18.25	\$15.10	\$17.69	\$18.62
5	\$16.64	\$16.07	\$15.29	\$15.03	\$16.09	\$15.58	\$17.89	\$16.77	\$24.06	\$17.54	\$18.80	\$15.57	\$18.24	\$19.14
6	\$16.91	\$16.32	\$15.55	\$15.28	\$16.34	\$15.84	\$18.20	\$17.04	\$24.30	\$17.83	\$19.08	\$15.82	\$18.51	\$19.45
7	\$17.17	\$16.60	\$15.82	\$15.55	\$16.60	\$16.11	\$18.49	\$17.28	\$24.58	\$18.14	\$19.39	\$16.10	\$18.84	\$19.75
8	\$17.45	\$16.86	\$16.10	\$15.80	\$16.89	\$16.38	\$18.83	\$17.58	\$24.84	\$18.44	\$19.68	\$16.37	\$19.13	\$20.07
9	\$17.70	\$17.12	\$16.35	\$16.09	\$17.14	\$16.63	\$19.11	\$17.83	\$25.10	\$18.75	\$19.99	\$16.62	\$19.45	\$20.36
10	\$18.40	\$17.81	\$17.05	\$16.78	\$17.83	\$17.33	\$19.92	\$18.51	\$25.80	\$19.54	\$20.78	\$17.32	\$20.24	\$21.16
11	\$18.66	\$18.07	\$17.30	\$17.04	\$18.11	\$17.64	\$20.24	\$18.80	\$26.07	\$19.88	\$21.12	\$17.60	\$20.57	\$21.48
12	\$18.66	\$18.07	\$17.30	\$17.04	\$18.11	\$17.64	\$20.24	\$18.80	\$26.07	\$19.88	\$21.12	\$17.60	\$20.57	\$21.48
13	\$18.66	\$18.07	\$17.30	\$17.04	\$18.11	\$17.64	\$20.24	\$18.80	\$26.07	\$19.88	\$21.12	\$17.60	\$20.57	\$21.48
14	\$18.66	\$18.07	\$17.30	\$17.04	\$18.11	\$17.64	\$20.24	\$18.80	\$26.07	\$19.88	\$21.12	\$17.60	\$20.57	\$21.48
15	\$18.76	\$18.18	\$17.40	\$17.14	\$18.21	\$17.69	\$20.33	\$18.89	\$26.16	\$19.95	\$21.19	\$17.68	\$20.67	\$21.58
16	\$18.76	\$18.18	\$17.40	\$17.14	\$18.21	\$17.69	\$20.33	\$18.89	\$26.16	\$19.95	\$21.19	\$17.68	\$20.67	\$21.58
17	\$18.76	\$18.18	\$17.40	\$17.14	\$18.21	\$17.69	\$20.33	\$18.89	\$26.16	\$19.95	\$21.19	\$17.68	\$20.67	\$21.58
Days	260	260, 206, 191	260	260, 206, 191	260	191	260	260	260	260	260	260	260	260
Hours	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8
A	Secretary 1		E	Bookkeeper		J	Technician 3		N	Technician 2				
B	Secretary 2		G	LRC Technician		K	Payroll Specialist		O	Accounting Officer				
C	Mail-Duplicating Speci		H	Accounting Specialist		L	Payroll Officer							
D	Clerk Typist		I	Technician 1		M	PBX Operator							

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Education
Effective July 1, 2013

1.95%

Steps	A	B	C	D	E	F	G	H
1	\$10.36	\$10.77	\$11.17	\$11.55	\$14.07	\$18.46	\$17.22	\$9.29
2	\$10.63	\$11.02	\$11.42	\$11.84	\$14.83	\$18.97	\$17.71	\$9.53
3	\$11.94	\$12.33	\$12.71	\$13.14	\$16.36	\$20.30	\$19.05	\$10.80
4	\$12.22	\$12.58	\$12.97	\$13.41	\$16.91	\$20.79	\$19.54	\$11.03
5	\$12.50	\$12.85	\$13.21	\$13.68	\$17.42	\$21.28	\$20.03	\$11.29
6	\$12.61	\$12.97	\$13.34	\$13.81	\$17.81	\$21.62	\$20.37	\$11.54
7	\$12.73	\$13.07	\$13.45	\$13.93	\$18.19	\$22.16	\$20.91	\$11.54
8	\$12.86	\$13.20	\$13.58	\$14.03	\$18.19	\$22.16	\$20.91	\$11.54
9	\$12.97	\$13.34	\$13.68	\$14.16	\$18.19	\$22.16	\$20.91	\$11.54
10	\$13.40	\$13.72	\$14.07	\$14.59	\$18.44	\$22.41	\$21.16	\$11.64
11	\$13.40	\$13.72	\$14.07	\$14.59	\$18.44	\$22.41	\$21.16	\$11.64
12	\$13.40	\$13.72	\$14.07	\$14.59	\$18.44	\$22.41	\$21.16	\$11.64
13	\$13.40	\$13.72	\$14.07	\$14.59	\$18.44	\$22.41	\$21.16	\$11.64
14	\$13.40	\$13.72	\$14.07	\$14.59	\$18.44	\$22.41	\$21.16	\$11.64
15	\$13.45	\$13.78	\$14.13	\$14.64	\$18.50	\$22.66	\$21.42	\$11.75
16	\$13.45	\$13.78	\$14.13	\$14.64	\$18.50	\$22.66	\$21.42	\$11.75
17	\$13.45	\$13.78	\$14.13	\$14.64	\$18.50	\$22.66	\$21.42	\$11.75
Days	186	186	186	186	186	186	Varies	Varies
Hours	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8

A	Class 1	Education Assistant Sr. High Monitor, MS Assistant	D	Class 4	Braillist
B	Class 2	MS/SR In-school suspension HI/VI/SBH/DH/MH/OH Assistant Cross Categorical Assistant Vocational Assistant BAC	E	Class 5	(LPN) Health Asst; Health Multi-Handicap Asst. Special Behaviors Assistant, Parent Mentor
C	Class 3	Computer Lab Assistant	F	Class 6	Occ/Phy Therapy Assistant
			G		Sign Language Interpreters
			H		Ticket/Student Athletic Activity Assistant

The following longevity increments shall be effective

18th step	\$200.00
21st step	\$200.00
26th step	\$400.00

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Education
Effective July 1, 2014

1.75%

Steps	A	B	C	D	E	F	G	H
1	\$10.54	\$10.96	\$11.37	\$11.75	\$14.32	\$18.78	\$17.52	\$9.45
2	\$10.82	\$11.21	\$11.62	\$12.05	\$15.09	\$19.30	\$18.02	\$9.70
3	\$12.15	\$12.55	\$12.93	\$13.37	\$16.65	\$20.66	\$19.38	\$10.99
4	\$12.43	\$12.80	\$13.20	\$13.64	\$17.21	\$21.15	\$19.88	\$11.22
5	\$12.72	\$13.07	\$13.44	\$13.92	\$17.72	\$21.65	\$20.38	\$11.49
6	\$12.83	\$13.20	\$13.57	\$14.05	\$18.12	\$22.00	\$20.73	\$11.74
7	\$12.95	\$13.30	\$13.69	\$14.17	\$18.51	\$22.55	\$21.28	\$11.74
8	\$13.09	\$13.43	\$13.82	\$14.28	\$18.51	\$22.55	\$21.28	\$11.74
9	\$13.20	\$13.57	\$13.92	\$14.41	\$18.51	\$22.55	\$21.28	\$11.74
10	\$13.63	\$13.96	\$14.32	\$14.85	\$18.76	\$22.80	\$21.53	\$11.84
11	\$13.63	\$13.96	\$14.32	\$14.85	\$18.76	\$22.80	\$21.53	\$11.84
12	\$13.63	\$13.96	\$14.32	\$14.85	\$18.76	\$22.80	\$21.53	\$11.84
13	\$13.63	\$13.96	\$14.32	\$14.85	\$18.76	\$22.80	\$21.53	\$11.84
14	\$13.63	\$13.96	\$14.32	\$14.85	\$18.76	\$22.80	\$21.53	\$11.84
15	\$13.69	\$14.02	\$14.38	\$14.90	\$18.82	\$23.06	\$21.79	\$11.96
16	\$13.69	\$14.02	\$14.38	\$14.90	\$18.82	\$23.06	\$21.79	\$11.96
17	\$13.69	\$14.02	\$14.38	\$14.90	\$18.82	\$23.06	\$21.79	\$11.96
Days	186	186	186	186	186	186	Varies	Varies
Hours	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8

A	Class 1	Education Assistant Sr. High Monitor, MS Assistant	D	Class 4	Brailist
B	Class 2	MS/SR In-school suspension HI/VI/SBH/DH/MH/OH Assistant Cross Categorical Assistant Vocational Assistant BAC	E	Class 5	(LPN) Health Asst; Health Multi-Handicap Asst. Special Behaviors Assistant, Parent Mentor
C	Class 3	Computer Lab Assistant	F	Class 6	Occ/Phy Therapy Assistant
			G		Sign Language Interpreters
			H		Ticket/Student Athletic Activity Assistant

The following longevity increments shall be effective

18th step	\$200.00
21st step	\$200.00
26th step	\$400.00

**Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Education
Effective July 1, 2015**

1.55%

Steps	A	B	C	D	E	F	H	I
1	\$10.70	\$11.13	\$11.55	\$11.93	\$14.54	\$19.07	\$17.79	\$9.60
2	\$10.99	\$11.38	\$11.80	\$12.24	\$15.32	\$19.60	\$18.30	\$9.85
3	\$12.34	\$12.74	\$13.13	\$13.58	\$16.91	\$20.98	\$19.68	\$11.16
4	\$12.62	\$13.00	\$13.40	\$13.85	\$17.48	\$21.48	\$20.19	\$11.39
5	\$12.92	\$13.27	\$13.65	\$14.14	\$17.99	\$21.99	\$20.70	\$11.67
6	\$13.03	\$13.40	\$13.78	\$14.27	\$18.40	\$22.34	\$21.05	\$11.92
7	\$13.15	\$13.51	\$13.90	\$14.39	\$18.80	\$22.90	\$21.61	\$11.92
8	\$13.29	\$13.64	\$14.03	\$14.50	\$18.80	\$22.90	\$21.61	\$11.92
9	\$13.40	\$13.78	\$14.14	\$14.63	\$18.80	\$22.90	\$21.61	\$11.92
10	\$13.84	\$14.18	\$14.54	\$15.08	\$19.05	\$23.15	\$21.86	\$12.02
11	\$13.84	\$14.18	\$14.54	\$15.08	\$19.05	\$23.15	\$21.86	\$12.02
12	\$13.84	\$14.18	\$14.54	\$15.08	\$19.05	\$23.15	\$21.86	\$12.02
13	\$13.84	\$14.18	\$14.54	\$15.08	\$19.05	\$23.15	\$21.86	\$12.02
14	\$13.84	\$14.18	\$14.54	\$15.08	\$19.05	\$23.15	\$21.86	\$12.02
15	\$13.90	\$14.24	\$14.60	\$15.13	\$19.11	\$23.42	\$22.13	\$12.15
16	\$13.90	\$14.24	\$14.60	\$15.13	\$19.11	\$23.42	\$22.13	\$12.15
17	\$13.90	\$14.24	\$14.60	\$15.13	\$19.11	\$23.42	\$22.13	\$12.15
Days	186	186	186	186	186	186	Varies	Varies
Hours	6-8	6-8	6-8	6-8	6-8	6-8	6-8	6-8
A	Class 1	Education Assistant Sr. High Monitor, MS Assistant			D	Class 4	Brailist	
B	Class 2	MS/SR In-school suspension HI/VI/SBH/DH/MH/OH Assistant Cross Categorical Assistant Vocational Assistant BAC			E	Class 5	(LPN) Health Asst; Health Multi-Handicap Asst. Special Behaviors Assistant, Parent Mentor	
C	Class 3	Computer Lab Assistant			F	Class 6	Occ/Phy Therapy Assistant Sign Language Interpreters Ticket/Student Athletic Activity Assistant	

The following longevity increments shall be effective

18th step	\$200.00
21st step	\$200.00
26th step	\$400.00

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - School & Community
Effective July 1, 2013

1.95%

Steps	A	B	C*
1	\$13.24	\$13.05	\$14.11
2	\$13.92	\$13.87	\$14.89
3	\$15.39	\$15.48	\$16.51
4	\$15.82	\$16.09	\$17.12
5	\$16.25	\$16.67	\$17.70
6	\$16.44	\$17.06	\$18.09
7	\$16.44	\$17.44	\$18.47
8	\$16.44	\$17.44	\$18.47
9	\$16.44	\$17.44	\$18.47
10	\$16.88	\$17.84	\$18.87
11	\$16.88	\$17.84	\$18.87
12	\$16.88	\$17.84	\$18.87
13	\$16.88	\$17.84	\$18.87
14	\$16.88	\$17.84	\$18.87
15	\$17.00	\$17.93	\$18.96
16	\$17.00	\$17.93	\$18.96
17	\$17.00	\$17.93	\$18.96
Days	191	191	191
Hours	6-8	6-8	6-8

- A School Community Worker (7 Hours Only)
Child Care Community Outreach
- B Senior High Attendance Officer
- C* Current Attendance Officers

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

**Canton City School District Board of Education
OAPSE 161 - Wage Schedule - School & Community
Effective July 1, 2014**

1.75%

Steps	A	B	C*
1	\$13.47	\$13.28	\$14.36
2	\$14.16	\$14.11	\$15.15
3	\$15.66	\$15.75	\$16.80
4	\$16.10	\$16.37	\$17.42
5	\$16.53	\$16.96	\$18.01
6	\$16.73	\$17.36	\$18.41
7	\$16.73	\$17.75	\$18.79
8	\$16.73	\$17.75	\$18.79
9	\$16.73	\$17.75	\$18.79
10	\$17.18	\$18.15	\$19.20
11	\$17.18	\$18.15	\$19.20
12	\$17.18	\$18.15	\$19.20
13	\$17.18	\$18.15	\$19.20
14	\$17.18	\$18.15	\$19.20
15	\$17.30	\$18.24	\$19.29
16	\$17.30	\$18.24	\$19.29
17	\$17.30	\$18.24	\$19.29
Days	191	191	191
Hours	6-8	6-8	6-8

- A School Community Worker (7 Hours Only)
Child Care Community Outreach
- B Senior High Attendance Officer
- C* Current Attendance Officers

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - School & Community
Effective July 1, 2015

1.55%

Steps	A	B	C*
1	\$13.68	\$13.49	\$14.58
2	\$14.38	\$14.33	\$15.38
3	\$15.90	\$15.99	\$17.06
4	\$16.35	\$16.62	\$17.69
5	\$16.79	\$17.22	\$18.29
6	\$16.99	\$17.63	\$18.70
7	\$16.99	\$18.03	\$19.08
8	\$16.99	\$18.03	\$19.08
9	\$16.99	\$18.03	\$19.08
10	\$17.45	\$18.43	\$19.50
11	\$17.45	\$18.43	\$19.50
12	\$17.45	\$18.43	\$19.50
13	\$17.45	\$18.43	\$19.50
14	\$17.45	\$18.43	\$19.50
15	\$17.57	\$18.52	\$19.59
16	\$17.57	\$18.52	\$19.59
17	\$17.57	\$18.52	\$19.59
Days	191	191	191
Hours	6-8	6-8	6-8

- A School Community Worker (7 Hours Only)
Child Care Community Outreach
- B Senior High Attendance Officer
- C* Current Attendance Officers

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

Canton City School District Board of Education
OAPSE 107 - Wage Schedule - Custodial
Effective July 1, 2013

1.95%										
Steps	A	B	C	D	E	F	G	H	I	J
1	\$14.32	\$15.18	\$15.05	\$15.33	\$15.75	\$16.32	\$11.63	\$20.76	\$10.02	\$15.87
2	\$14.92	\$15.81	\$15.68	\$15.91	\$16.32	\$16.91	\$11.91	\$20.92	\$10.30	\$16.45
3	\$16.53	\$17.45	\$17.32	\$17.52	\$17.93	\$18.52	\$13.21	\$22.13	\$11.60	\$18.07
4	\$16.77	\$17.69	\$17.57	\$17.75	\$18.18	\$18.80	\$13.48	\$22.34	\$11.88	\$18.30
5	\$17.00	\$17.92	\$17.80	\$17.99	\$18.39	\$19.02	\$13.75	\$22.53	\$12.14	\$18.51
6	\$17.00	\$17.92	\$17.80	\$17.99	\$18.39	\$19.02	\$13.75	\$22.72	\$12.14	\$18.51
7	\$17.00	\$17.92	\$17.80	\$17.99	\$18.39	\$19.02	\$13.75	\$22.72	\$12.14	\$18.51
8	\$17.00	\$17.92	\$17.80	\$17.99	\$18.39	\$19.02	\$13.75	\$22.72	\$12.14	\$18.51
9	\$17.00	\$17.92	\$17.80	\$17.99	\$18.39	\$19.02	\$13.75	\$22.72	\$12.14	\$18.51
10	\$17.45	\$18.38	\$18.25	\$18.44	\$18.86	\$19.52	\$14.15	\$22.95	\$12.54	\$18.99
11	\$17.45	\$18.38	\$18.25	\$18.44	\$18.86	\$19.52	\$14.15	\$22.95	\$12.54	\$18.99
12	\$17.45	\$18.38	\$18.25	\$18.44	\$18.86	\$19.52	\$14.15	\$22.95	\$12.54	\$18.99
13	\$17.45	\$18.38	\$18.25	\$18.44	\$18.86	\$19.52	\$14.15	\$22.95	\$12.54	\$18.99
14	\$17.45	\$18.38	\$18.25	\$18.44	\$18.86	\$19.52	\$14.15	\$22.95	\$12.54	\$18.99
15	\$17.57	\$18.49	\$18.37	\$18.55	\$18.95	\$19.64	\$14.54	\$23.16	\$12.93	\$19.09
16	\$17.57	\$18.49	\$18.37	\$18.55	\$18.95	\$19.64	\$14.54	\$23.16	\$12.93	\$19.09
17	\$17.57	\$18.49	\$18.37	\$18.55	\$18.95	\$19.64	\$14.54	\$23.16	\$12.93	\$19.09
Days	260	260	260	260	260	260	260	260	260	260
Hours	8	8	8	8	8	8	8	Varies	5.9	8
A	Custodian (boiler license = .10 add)			H	Umstattd Hall Manager					
B	Custodian Fireman				* Hours worked in excess of the 40 hours schedules, with					
C	Warehouse Custodian, Painter				of the principal, shall be taken as compensary time. This					
D	Carpenter				is due to the flexibility demands in hours worked per week					
E	Maintenance Mechanic w/license, Roofer				under this educationally related position.					
F	Electrical Maintenance/HVAC			I	Pony Driver					
G	Van Delivery Driver			J	Chief Custodian, AV/Computer Repair Technician, Warehouse Manager					

The following longevity increments are effective:

- 18th Step \$200.00
- 21st Step \$200.00
- 26th Step \$400.00

**Canton City School District Board of Education
OAPSE 107 - Wage Schedule - Custodial
Effective July 1, 2014**

1.75%										
Steps	A	B	C	D	E	F	G	H	I	J
1	\$14.57	\$15.45	\$15.31	\$15.60	\$16.03	\$16.61	\$11.83	\$21.12	\$10.20	\$16.15
2	\$15.18	\$16.09	\$15.95	\$16.19	\$16.61	\$17.21	\$12.12	\$21.29	\$10.48	\$16.74
3	\$16.82	\$17.76	\$17.62	\$17.83	\$18.24	\$18.84	\$13.44	\$22.52	\$11.80	\$18.39
4	\$17.06	\$18.00	\$17.88	\$18.06	\$18.50	\$19.13	\$13.72	\$22.73	\$12.09	\$18.62
5	\$17.30	\$18.23	\$18.11	\$18.30	\$18.71	\$19.35	\$13.99	\$22.92	\$12.35	\$18.83
6	\$17.30	\$18.23	\$18.11	\$18.30	\$18.71	\$19.35	\$13.99	\$23.12	\$12.35	\$18.83
7	\$17.30	\$18.23	\$18.11	\$18.30	\$18.71	\$19.35	\$13.99	\$23.12	\$12.35	\$18.83
8	\$17.30	\$18.23	\$18.11	\$18.30	\$18.71	\$19.35	\$13.99	\$23.12	\$12.35	\$18.83
9	\$17.30	\$18.23	\$18.11	\$18.30	\$18.71	\$19.35	\$13.99	\$23.12	\$12.35	\$18.83
10	\$17.76	\$18.70	\$18.57	\$18.76	\$19.19	\$19.86	\$14.40	\$23.35	\$12.76	\$19.32
11	\$17.76	\$18.70	\$18.57	\$18.76	\$19.19	\$19.86	\$14.40	\$23.35	\$12.76	\$19.32
12	\$17.76	\$18.70	\$18.57	\$18.76	\$19.19	\$19.86	\$14.40	\$23.35	\$12.76	\$19.32
13	\$17.76	\$18.70	\$18.57	\$18.76	\$19.19	\$19.86	\$14.40	\$23.35	\$12.76	\$19.32
14	\$17.76	\$18.70	\$18.57	\$18.76	\$19.19	\$19.86	\$14.40	\$23.35	\$12.76	\$19.32
15	\$17.88	\$18.81	\$18.69	\$18.87	\$19.28	\$19.98	\$14.79	\$23.57	\$13.16	\$19.42
16	\$17.88	\$18.81	\$18.69	\$18.87	\$19.28	\$19.98	\$14.79	\$23.57	\$13.16	\$19.42
17	\$17.88	\$18.81	\$18.69	\$18.87	\$19.28	\$19.98	\$14.79	\$23.57	\$13.16	\$19.42
Days	260	260	260	260	260	260	260	260	260	260
Hours	8	8	8	8	8	8	8	Varies	5.9	8
A	Custodian (boiler license = .10 add)			H	Umstattd Hall Manager					
B	Custodian Fireman				* Hours worked in excess of the 40 hours schedules, with					
C	Warehouse Custodian, Painter				of the principal, shall be taken as compensary time. This					
D	Carpenter				is due to the flexibility demands in hours worked per week					
E	Maintenance Mechanic w/license, Roofer				under this educationally related position.					
F	Electrical Maintenance/HVAC			I	Pony Driver					
G	Van Delivery Driver			J	Chief Custodian, AV/Computer Repair Technician, Warehouse Manager					

The following longevity increments are effective:

- 18th Step \$200.00
- 21st Step \$200.00
- 26th Step \$400.00

**Canton City School District Board of Education
OAPSE 107 - Wage Schedule - Custodial
Effective July 1, 2015**

1.55%										
Steps	A	B	C	D	E	F	G	H	I	J
1	\$14.80	\$15.69	\$15.55	\$15.84	\$16.28	\$16.87	\$12.01	\$21.45	\$10.36	\$16.40
2	\$15.42	\$16.34	\$16.20	\$16.44	\$16.87	\$17.48	\$12.31	\$21.62	\$10.64	\$17.00
3	\$17.08	\$18.04	\$17.89	\$18.11	\$18.52	\$19.13	\$13.65	\$22.87	\$11.98	\$18.68
4	\$17.32	\$18.28	\$18.16	\$18.34	\$18.79	\$19.43	\$13.93	\$23.08	\$12.28	\$18.91
5	\$17.57	\$18.51	\$18.39	\$18.58	\$19.00	\$19.65	\$14.21	\$23.28	\$12.54	\$19.12
6	\$17.57	\$18.51	\$18.39	\$18.58	\$19.00	\$19.65	\$14.21	\$23.48	\$12.54	\$19.12
7	\$17.57	\$18.51	\$18.39	\$18.58	\$19.00	\$19.65	\$14.21	\$23.48	\$12.54	\$19.12
8	\$17.57	\$18.51	\$18.39	\$18.58	\$19.00	\$19.65	\$14.21	\$23.48	\$12.54	\$19.12
9	\$17.57	\$18.51	\$18.39	\$18.58	\$19.00	\$19.65	\$14.21	\$23.48	\$12.54	\$19.12
10	\$18.04	\$18.99	\$18.86	\$19.05	\$19.49	\$20.17	\$14.62	\$23.71	\$12.96	\$19.62
11	\$18.04	\$18.99	\$18.86	\$19.05	\$19.49	\$20.17	\$14.62	\$23.71	\$12.96	\$19.62
12	\$18.04	\$18.99	\$18.86	\$19.05	\$19.49	\$20.17	\$14.62	\$23.71	\$12.96	\$19.62
13	\$18.04	\$18.99	\$18.86	\$19.05	\$19.49	\$20.17	\$14.62	\$23.71	\$12.96	\$19.62
14	\$18.04	\$18.99	\$18.86	\$19.05	\$19.49	\$20.17	\$14.62	\$23.71	\$12.96	\$19.62
15	\$18.16	\$19.10	\$18.98	\$19.16	\$19.58	\$20.29	\$15.02	\$23.94	\$13.36	\$19.72
16	\$18.16	\$19.10	\$18.98	\$19.16	\$19.58	\$20.29	\$15.02	\$23.94	\$13.36	\$19.72
17	\$18.16	\$19.10	\$18.98	\$19.16	\$19.58	\$20.29	\$15.02	\$23.94	\$13.36	\$19.72

Days	260	260	260	260	260	260	260	260	260	260
Hours	8	8	8	8	8	8	8	Varies	5.9	8

A	Custodian (boiler license = .10 add	H	Umstattd Hall Manager
B	Custodian Fireman		* Hours worked in excess of the 40 hours schedules, with
C	Warehouse Custodian, Painter		of the principal, shall be taken as compensary time. This
D	Carpenter		is due to the flexibility demands in hours worked per week
E	Maintenance Mechanic w/license, Roofer		under this educationally related position.
F	Electrical Maintenance/HVAC	I	Pony Driver
G	Van Delivery Driver	J	Chief Custodian, A V/Computer Repair Technician, Warehouse Manager

The following longevity increments are effective:

18th Step \$200.00
21st Step \$200.00
26th Step \$400.00

Canton City School District Board of Education
OAPSE 107 - Wage Schedule - Transportation-Tech
Effective July 1, 2013

1.95%			
Steps	A	B	C
1	\$16.32	\$16.32	\$12.60
2	\$16.91	\$16.91	\$13.70
3	\$18.52	\$18.52	\$15.81
4	\$18.80	\$18.80	\$15.98
5	\$19.02	\$19.02	\$16.15
6	\$19.02	\$19.02	\$16.15
7	\$19.02	\$19.02	\$16.15
8	\$19.02	\$19.02	\$16.15
9	\$19.02	\$19.02	\$16.15
10	\$19.52	\$19.52	\$16.43
11	\$19.52	\$19.52	\$16.43
12	\$19.52	\$19.52	\$16.43
13	\$19.52	\$19.52	\$16.43
14	\$19.52	\$19.52	\$16.43
15	\$19.64	\$19.64	\$16.51
16	\$19.64	\$19.64	\$16.51
17	\$19.64	\$19.64	\$16.51
Days	260	260	186
Hours	8	8	Varies
A	Mechanic		
B	Transportation Technician		
C	Bus Driver		

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

**Canton City School District Board of Education
OAPSE107 - Wage Schedule - Transportation-Tech
Effective July 1, 2014**

1.75%			
Steps	A	B	C
1	\$16.61	\$16.61	\$12.82
2	\$17.21	\$17.21	\$13.94
3	\$18.84	\$18.84	\$16.09
4	\$19.13	\$19.13	\$16.26
5	\$19.35	\$19.35	\$16.43
6	\$19.35	\$19.35	\$16.43
7	\$19.35	\$19.35	\$16.43
8	\$19.35	\$19.35	\$16.43
9	\$19.35	\$19.35	\$16.43
10	\$19.86	\$19.86	\$16.72
11	\$19.86	\$19.86	\$16.72
12	\$19.86	\$19.86	\$16.72
13	\$19.86	\$19.86	\$16.72
14	\$19.86	\$19.86	\$16.72
15	\$19.98	\$19.98	\$16.80
16	\$19.98	\$19.98	\$16.80
17	\$19.98	\$19.98	\$16.80
Days	260	260	186
Hours	8	8	Varies
A	Mechanic		
B	Transportation Technician		
C	Bus Driver		

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

**Canton City School District Board of Education
OAPSE 107 - Wage Schedule - Transportation-Tech
Effective July 1, 2015**

1.55%			
Steps	A	B	C
1	\$16.87	\$16.87	\$13.02
2	\$17.48	\$17.48	\$14.16
3	\$19.13	\$19.13	\$16.34
4	\$19.43	\$19.43	\$16.51
5	\$19.65	\$19.65	\$16.68
6	\$19.65	\$19.65	\$16.68
7	\$19.65	\$19.65	\$16.68
8	\$19.65	\$19.65	\$16.68
9	\$19.65	\$19.65	\$16.68
10	\$20.17	\$20.17	\$16.98
11	\$20.17	\$20.17	\$16.98
12	\$20.17	\$20.17	\$16.98
13	\$20.17	\$20.17	\$16.98
14	\$20.17	\$20.17	\$16.98
15	\$20.29	\$20.29	\$17.06
16	\$20.29	\$20.29	\$17.06
17	\$20.29	\$20.29	\$17.06
Days	260	260	186
Hours	8	8	Varies
A	Mechanic		
B	Transportation Technician		
C	Bus Driver		

The following longevity increments are effective:

18th Step	\$200.00
21st Step	\$200.00
26th Step	\$400.00

**Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Cashier
Effective July 1, 2013**

1.95%		
Steps	A	B
1	\$13.42	\$12.84
2	\$13.88	\$13.32
3	\$15.37	\$14.81
4	\$15.84	\$15.27
5	\$16.31	\$15.75
6	\$16.56	\$15.99
7	\$16.82	\$16.27
8	\$17.08	\$16.51
9	\$17.33	\$16.77
10	\$18.01	\$17.44
11	\$18.26	\$17.68
12	\$18.26	\$17.68
13	\$18.26	\$17.68
14	\$18.26	\$17.68
15	\$18.35	\$17.79
16	\$18.35	\$17.79
17	\$18.35	\$17.79
Days	206, 191, 260	
Hours	6-8	
A	Secretary 1 base rate plus cashier stipend	
B	Secretary 2 base rate plus cashier stipend	

The following longevity increments are effective:

- 18th Step
- 21st Step
- 26th Step

**Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Cashier
Effective July 1, 2014**

1.75%		
Steps	A	B
1	\$13.65	\$13.06
2	\$14.12	\$13.55
3	\$15.64	\$15.07
4	\$16.11	\$15.53
5	\$16.59	\$16.02
6	\$16.85	\$16.27
7	\$17.11	\$16.55
8	\$17.38	\$16.80
9	\$17.63	\$17.06
10	\$18.32	\$17.74
11	\$18.58	\$17.99
12	\$18.58	\$17.99
13	\$18.58	\$17.99
14	\$18.58	\$17.99
15	\$18.67	\$18.10
16	\$18.67	\$18.10
17	\$18.67	\$18.10
Days	206, 191, 260	
Hours	6-8	
A	Secretary 1 base rate plus cashier stipend	
B	Secretary 2 base rate plus cashier stipend	

The following longevity increments are effective:

- 18th Step
- 21st Step
- 26th Step

Canton City School District Board of Education
OAPSE 161 - Wage Schedule - Cashier
Effective July 1, 2015

1.55%		
Steps	A	B
1	\$13.86	\$13.26
2	\$14.34	\$13.76
3	\$15.88	\$15.30
4	\$16.36	\$15.77
5	\$16.84	\$16.27
6	\$17.11	\$16.52
7	\$17.37	\$16.80
8	\$17.65	\$17.06
9	\$17.90	\$17.32
10	\$18.60	\$18.01
11	\$18.86	\$18.27
12	\$18.86	\$18.27
13	\$18.86	\$18.27
14	\$18.86	\$18.27
15	\$18.96	\$18.38
16	\$18.96	\$18.38
17	\$18.96	\$18.38
Days	206, 191, 260	
Hours	6-8	
A	Secretary 1 base rate plus cashier stipend	
B	Secretary 2 base rate plus cashier stipend	

The following longevity increments are effective:

- 18th Step
- 21st Step
- 26th Step