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**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE WEST GEAUGA LOCAL BOARD OF EDUCATION**

**AND**

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,  
AFSCME LOCAL 4, AND ITS AFFILIATE, O.A.P.S.E. LOCAL #255**

**TERMS OF AGREEMENT**

**JULY 1, 2014 THROUGH JUNE 30, 2017**

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## ARTICLE I - RECOGNITION

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- 1.01** The Board of Education of the West Geauga Local School District (hereinafter "Board" and/or "Employer") recognizes the Ohio Association of Public School Employees, on behalf of its affiliate Local 255 (hereinafter the "Union" and/or "Association"), as the sole and exclusive bargaining agent during the term of this agreement, for all "full and regular contract part-time" member(s) employed in the Union's bargaining unit, hereinafter "unit member" or "unit" or "members", which shall consist of all classified personnel in the following classifications: bus drivers, assistant student transportation supervisor/bus driver, cooks, head custodians and custodians, classroom aides, curriculum secretary, elementary and secondary principal's secretaries, elementary and secondary staff secretaries, clerk librarians, proctors, head mechanic, transportation mechanics, maintenance personnel, cafeteria driver/aide, clerical health aide, and bus aide.
- 1.02** Excluded are all persons determined by the Board to be in management, supervisory or confidential positions including, but not limited to Superintendent Designee, Treasurer, Supervisor of Buildings and Grounds, Cafeteria Manager, and those employees of the central office. All summer, student, and vacation employees are also exempt.
- 1.03** If the Board establishes a new position/title, the position shall be included in the Union's bargaining unit if such positions work is related to the Union's bargaining unit. If there is a question concerning the appropriateness of including said new position/classification the Board and the Union shall meet to discuss the inclusion or exclusion of said position/classification. Should the parties be unable to reach agreement on the matter, it shall be submitted to S.E.R.B. If it is determined that a newly established position/classification is appropriately assigned to the Union's bargaining unit the Board shall meet with the Union within ten (10) working days, to generate through discussion, all terms and conditions of employment including salary, hours of work, work year, and other benefits afforded the position(s) in the contract.
- 1.04** A change in recognition for successor Contract shall be in accordance with Chapter 4117, Ohio Revised Code.
- 1.05** Recognition of the bargaining unit shall not prevent any member of the bargaining unit from presenting his/her views to the Board or Superintendent in accordance with law.

## ARTICLE II - NEGOTIATIONS

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### 2.01 REQUESTS FOR NEGOTIATIONS

- 2.011 If either party desires to open negotiations for a successor Agreement, it shall notify the other party, in writing, not earlier than January 15<sup>th</sup>, in the year the Agreement expires, or later than sixty (60) calendar days prior to the expiration date of this Agreement. Notification, in writing, from the Union shall be served on the Superintendent and from the Board shall be served on the President of the Union.
- 2.012 The Superintendent and the Union President shall establish a date, place, and time to meet.
- 2.013 The parties shall conduct initial negotiations under the interest-based bargaining format (problem-solving approach). Should the parties require training in this approach, it shall be supplied under the direction of the Federal Mediation and Conciliation Service. Should the F.M.C.S. facilitator determine the parties unsuited for the interest-based format, the parties shall revert to traditional collective bargaining, in which case the parties shall have a mutual exchange of proposals. The maximum number of articles brought to the table for a successor agreement will be limited to ten (10) by the Union and ten (10) by the Board. No new items shall be submitted by either party after the opening of negotiations, except by mutual consent.
- 2.014 The Board shall supply the negotiation team participants release time from their regular work assignment.
- 2.015 The scope of negotiations shall be determined by the Ohio Collective Bargaining Law (O.R.C. 4117).

### 2.02 NEGOTIATING MEETINGS

- 2.021 Representatives at negotiating meetings shall be limited to five (5) representatives of the Union and five (5) representatives of the Board of Education. Both sides shall have the option to include resource individuals with prior notification. The role of resource individuals is not to make decisions, but to provide data and background information that is pertinent to negotiations.

- 2.022 Original proposals of both parties shall be in writing in language suitable for inclusion in the Agreement. Either party may require at each meeting, a decision as to the time, date, length of time and place of the subsequent meeting(s).

### **2.03 CAUCUS**

- 2.031 Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period of time (e.g. thirty (30) minutes) within which to caucus in privacy.

### **2.04 AGREEMENT**

- 2.041 When a total agreement is reached through negotiations, the contract may be reduced to writing. Both parties shall review the contract together to determine the accuracy of the transcript. If the contract is then in proper form, it shall be submitted to the Union for ratification and then to the Board for adoption. If ratified by the Union and adopted by the Board, the Agreement shall be a contract binding on both parties. Said contract shall be signed by the Board and the Union. When the negotiated Agreement is being presented to the Union and to the Board, the negotiating teams shall recommend adoption of the tentative Agreement.

### **2.05 DISAGREEMENT**

- 2.051 If agreement is not reached within a specified period of time as established by the parties at the first negotiation session or some session thereafter or if no further progress is being made and all proposals have been discussed, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have authority to assist the parties in reaching an agreement.
- 2.052 If the FMCS cannot supply a mediator, a mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules, unless a mediator agreeable to both parties is available from the State Employees Relations Board.
- 2.053 Mediation costs, if any, shall be shared equally by the Board and the Union. Any expert witness or consultant shall be paid for by the party requesting the service.
- 2.054 The parties agree to bargain in good faith with the intention of reaching agreement. This shall include executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.
- 2.055 Participation under mediation shall not vacate either party's statutory right other than those specifically agreed to in this agreement.

## **ARTICLE III - GRIEVANCE PROCEDURE**

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- 3.01 A claim by a member of the bargaining unit, hereinafter called the "grievant" that there has been a breach of any provision of this Contract that affects the grievant, may be processed as a grievance as hereinafter provided.

For the purposes of this section, a "working day" is defined as a day the Central Office is open for business. Extensions of timelines are permitted by mutual agreement.

### **3.02 INFORMAL PROCEDURE**

- 3.021 In the event the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor. Such grievance must be raised within fifteen (15) working days of the occurrence giving rise to the grievance. If after the informal discussion the grievance remains unresolved, the grievant shall place the grievance in writing, using the approved OAPSE form, and submit it to the appropriate Step of the grievance procedure which allows earliest resolution. In no case, shall the grievant be eligible to file an original grievance beyond fifteen (15) working days from the date the grievant knew or should have known of the alleged violation.

### 3.03 STEP I

- 3.031 The grievant must submit on a prescribed form to the grievant's immediate supervisor a completed statement of the nature of the grievance and provisions of the Contract allegedly violated, showing the date of the occurrence and the relief sought. Within fifteen (15) working days of the receipt of said form, the immediate supervisor shall meet with the grievant and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate in writing a disposition of the grievance within fifteen (15) working days after such meeting with said grievant.

### 3.04 STEP II

- 3.041 Within fifteen (15) working days after receiving the decision of the immediate supervisor and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent Designee. Within fifteen (15) working days of the receipt of said notice, the Superintendent Designee shall meet with the grievant and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The Superintendent Designee shall indicate in writing a disposition of the grievance within fifteen (15) working days after such meeting with said grievant.

### 3.05 STEP III

- 3.051 Within fifteen (15) working days after receiving the decision of the Superintendent Designee and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent. Within fifteen (15) days of the receipt of said notice, the Superintendent shall meet with the grievant and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The Superintendent shall indicate in writing a disposition of the grievance within fifteen (15) working days after such meeting with said grievant.

### 3.06 STEP IV

- 3.061 Within fifteen (15) working days after receiving the decision of the Superintendent and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to both the Superintendent and the Treasurer. The Board, at its next regularly scheduled meeting, with at least fifteen (15) working days' notice, shall meet with the grievant and the grievant's representative, if requested by the grievant, to review such grievance in executive session, or give such consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant no later than its next regularly scheduled meeting. The Board's representative shall provide the grievant written notification of such disposition within fifteen (15) working days of such meeting.
- 3.062 When a member of the bargaining unit files a grievance, the Union President may join the grievance on behalf of the Union.
- 3.063 Pre-arbitration grievance settlements reached by the grievant and the Board shall be final, conclusive, and binding on the Board, the grievant, the Union, and the employee(s). A grievance may be withdrawn by the grievant at any time during Steps 1, 2, 3, or 4 of the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.
- 3.064 Failure of the grievant to file a grievance within the time frame as established herein will cause such party to vacate their right to seek resolution through this procedure. Additionally, should the Board fail to respond to a timely filed grievance, such grievance shall automatically be submitted to the next step of the Grievance Procedure.
- 3.065 Parties to a grievance may mutually agree in writing to bypass any level of the grievance procedure. Such agreements must be in writing a signed by the parties.

### 3.07 STEP V

- 3.071 Within thirty (30) working days after receiving the decision of the Board and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to both the Board President and the Superintendent. The grievance may then be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) working days, the arbitrator shall be

selected by the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules. The arbitrator will be selected from a list of names provided by the FMCS. Within fifteen (15) working days of receiving said list, the parties shall communicate and alternately reject until an arbitrator is chosen. Each of the parties, however, may within fifteen (15) working days of receiving said list reject the total list received. Only one list, however, may be rejected by the rejecting party and that party must accept a subsequent list supplied by the FMCS. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator is specifically prohibited from making any decision contrary to law. The arbitrator in his/her decision shall not substitute his/her judgment for that of the Administration in carrying out its duties. Both parties agree that the award of the arbitrator shall be binding. The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Any other costs shall be the responsibility of the party incurring those costs. The time limits provided in this article shall be strictly observed and may be extended only by written agreement of the parties.

- 3.072 For purposes of this Contract, "day" shall mean workday. Any disputes as to the arbitrability shall be determined by a court of competent jurisdiction unless the parties specifically agree to present the issue of arbitrability to the arbitrator. In the case of a grievance filed at STEP V without Union endorsement, the individual grievant shall assume all costs normally assumed by the Union. For purposes of this Article, the Administration shall develop form(s) to be used in the processing of all formal grievances. Said form(s) shall remain in effect for the duration of the Contract.
- 3.073 The grievant, Union President or designee, steward, and necessary witnesses will be allowed to attend the pre-hearing and arbitration hearing without loss of regular wage.

## **ARTICLE IV – ASSOCIATION DUES & RIGHTS**

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- 4.01 The Union shall have the right to annual and continuing payroll deductions of union dues, political contributions, and assessments authorized by the individual member of the bargaining unit. Union dues should be deducted from the first and second pay beginning in the second pay period in September and continue for eighteen (18) equal installments of any contract year.
- 4.02 The District Treasurer is notified by the O.A.P.S.E. state office of the amount of the union dues to be deducted upon the request of the individual employee for the year and given to the local O.A.P.S.E. treasurer. Such notification shall be in advance of the second pay period in September.
- 4.03 Dues which are deducted will be remitted to the O.A.P.S.E. state office.
- 4.04 Union dues and payroll deductions shall be in the amount certified by the Union. These deductions shall commence with the first day following fourteen (14) day notice and receipt by the District Treasurer of the certified amount. Dues deduction authorization cards shall remain in effect and be continuous and revocable only upon written notice by the member to the O.A.P.S.E. state office. Such written request to withdraw can only be made and implemented and received by the O.A.P.S.E. state office between May 1<sup>st</sup> and May 31<sup>st</sup> in the year in which the negotiated agreement expires. On or before April 15<sup>th</sup> of said year the union shall inform the members of the right of withdrawal.
- 4.05 In the event an employee will cease to have right to salary prior to completing deduction of a given amount within that contract year, the District Treasurer shall deduct the amount due from the employee's last paycheck.
- 4.06 The Board agrees that no reprisals shall be taken against an employee for union activities.
- 4.07 The Union may use the school buildings and facilities at reasonable times, except that the administration may prohibit such use during the school day. Actual costs, above regular costs, for use of these facilities shall be paid by the Union. The Union shall have the right to use equipment when not in use by the District. The Union shall reimburse the Board for supplies used, and shall assume its share of the financial responsibility for loss and damage to said equipment while in use by the Union.
- 4.071 These include the right to use existing in-school mailboxes and the use of a bulletin

board accessible to employees.

- 4.08 The union member may receive a staff directory, if and when one is produced, along with such updates as are produced.
- 4.09 Bargaining unit members who work between 2:30 p.m. - 11:00 p.m. (except bus drivers) and who wish to attend local union meetings shall be allowed to attend as long as the time spent at such meeting is made up. A record of the time must be filed with the immediate supervisor. The union president, vice-president, and/or steward will be allowed reasonable time to attend to union business during regular hours of work without loss of pay.
- 4.10 The Union President may receive minutes and adopted resolutions from the District Treasurer of special or regular Board meetings.
- 4.11 The Board shall permit two (2) duly elected delegates up to three (3) days leave per school year, without loss of pay, to attend the union's annual conference, if such leave is requested.
- 4.12 By July 31<sup>st</sup> of each year the Business Manager shall provide the Union with two (2) copies of a current seniority list which includes RIF'd employees who are still eligible for recall. The Union shall meet with the Superintendent Designee to review the seniority list and correct any errors. Correction requests by the Union must be submitted in writing to the Superintendent Designee by September 15<sup>th</sup> of each year. Seniority will be computed by the same method that is used in Article IX, Reduction in Force, of this agreement.
- 4.13 **UNION SECURITY**
- 4.131 O.A.P.S.E. recognizes its obligation to fairly and equitably represent all employees whether or not they are members of O.A.P.S.E. The Board and O.A.P.S.E. agree that there will be a fair share fee provision in accordance with Revised Code Section 4117.09 (C), except that the provision of this Article shall not apply to those employees who on June 30, 1998, were not members of O.A.P.S.E. Persons employed after July 1, 1998, will become members of O.A.P.S.E. as soon as probation is completed.

## **ARTICLE V - CONTRACT PROVISIONS**

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- 5.01 All contracts shall initially specify the hourly rate. The salary schedule shall include the number of paid holidays and number of days paid vacation time and the number of work hours per week. Unless otherwise specified in the salary schedule, the provisions of the salary schedule for area of assignment shall state provisions for vacation.
- 5.02 New employees shall be considered to be on probation for a period of ninety (90) workdays. The Board shall have the sole discretion to discipline or discharge such probationary employees, and such actions may not be reviewed through the Grievance Procedure. However, probationary employees shall not be discharged or disciplined for any activity on behalf of the Union or for Union membership. Upon successful completion of the 90 day probationary period employees shall be issued a one (1) year limited contract. Upon successful completion of the one (1) year limited and upon recommendation of the employee's immediate supervisor, the employee shall be placed in continuing contract status (permanent employment status) subject to the terms and conditions contained in the Agreement.
- 5.03 Each new employee shall receive a final evaluation prior to the end of his/her probationary period.
- 5.04 The hourly rate shall not be lower than the hourly rate paid during the preceding school year, unless such reduction is part of a uniform plan affecting the classified employees of the entire District.
- 5.05 Employees on continuing contracts may be terminated by a majority vote of the Board only for a violation of written rules and regulations as set forth by the Board for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other act of misfeasance, malfeasance, or nonfeasance.
- 5.06 The employee may terminate his contract by serving notice to the Treasurer thirty (30) calendar days prior to the effective date of the termination date.
- 5.07 Upon mutual agreement by the parties there is nothing to prevent an employee from seeking to be re-hired by the District,

subsequent to retirement. However, any such rehire shall be in accordance with this collective bargaining agreement.

**ADDENDUM:** Salary Schedules for the Negotiated Agreement Contract Period

## **ARTICLE VI - DISCIPLINE**

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- 6.01** The employee shall have a right to review and initial material in the employee's file that may or may not be considered disciplinary in nature with the exception of initial employment papers. The employee shall have a right to have a representative present when reviewing the employee's personnel file.
- 6.02** The employee may reply to any disciplinary record in his/her file and it shall be annexed to the record and remain part of the file.
- 6.03** In imposing discipline, neither the Board and/or the employee's supervisor shall take into consideration any prior infraction which occurred more than two (2) years previously. An employee with a disciplinary record may, after two (2) years from the date of the incident or date of discipline, whichever is earlier, apply to the Superintendent, in writing, to have the disciplinary incident removed from his/her personnel file. The Superintendent shall have sole discretion, without rebuttal, in determining whether the requested material is removed.
- 6.04** An employee shall be given a copy of any written reprimand, or other disciplinary action entered on his/her personnel record, upon request, within five (5) workdays of said request. Further, the employee will receive a copy of any suspension and/or discharge notice within ten (10) working days of the action taken.
- 6.05** Employees shall be disciplined for proper and just cause and discipline shall be levied in a progressive and corrective manner. Disciplinary interviews and reprimands shall be made in private. Discipline shall take place within ten (10) days of the date the Board became aware of the alleged infraction upon which the discipline is based. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reasons for which he/she has been suspended or discharged. The employee will be advised of the duration of the suspension or discharge. In the case of a written reprimand, suspension or discharge, the employee shall have the right to have a Union officer present, or if requested by management, the Union may be present to represent the bargaining unit member.
- 6.06** Any suspension shall be for a specified number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension only.
- 6.07** This article does not apply to the non-renewal of limited or probationary contracts.

## **ARTICLE VII - TRAVEL ALLOWANCE**

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- 7.01** Any employee using his/her private vehicle to perform school business that has been approved by his/her immediate supervisor and the Superintendent Designee, shall be reimbursed at a rate not to exceed the current rate established by the I.R.S. and board approved. Request for mileage must be approved by the immediate supervisor and the Superintendent Designee.

## **ARTICLE VIII – GENERAL WORKING CONDITIONS**

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### **8.01 TRANSFERS AND VACANCIES**

- 8.011** The transfer and vacancy of classified employees and vacancy posting shall be the responsibility of the Superintendent Designee.
- 8.012** Each employee may be transferred to any other position for which he/she is qualified.

- 8.013 Transfer may be made on the request of the Superintendent and/or Superintendent Designee, or an employee for any purpose that, in the judgment of the Superintendent and/or Superintendent Designee, is for the welfare of the classified employee or the school system.
- 8.014 A transfer may be requested by a member of the bargaining unit when there is a valid reason by completing a transfer request form. Possible reasons are: more adequate training for another assignment; better qualifications to work at a higher level or in a different position; ability to work at a higher level of effectiveness in another situation. A request for transfer does not guarantee that such a transfer will be made.
- 8.015 Classified employees are encouraged to discuss transfers with the appropriate supervisor, Superintendent Designee, or the Superintendent.
- 8.016 Classified employees will be notified of all bargaining unit vacancies by the posting of job notices in each work area.
- 8.0161 Posting shall also occur in the boiler room in each building in an area agreed upon by the association and superintendent designee..
- 8.0162 Deadlines and qualifications for application will be included in the notice.
- 8.0163 Except under extenuating circumstances, posting shall take place ten (10) days prior to interviewing for the vacancy.
- 8.017 All timely-filed applications will be reviewed by the Superintendent Designee or his designee.
- 8.0171 Internal applicants who meet the minimum qualifications contained in the posting will be interviewed.
- 8.0172 The position shall be awarded to the bargaining unit member within the classification who meets the qualifications contained in the job posting, and in the employer's judgment, is the best qualified candidate. If no qualified bargaining unit member within the classification applies, the position shall be awarded to the most qualified bargaining unit member outside of the classification who applies.
- 8.0173 In the event two or more bargaining unit members are, in the Employer's judgment, deemed to be relatively equal in qualifications, the position shall be awarded to the bargaining unit member with the greatest District seniority.
- 8.0174 In the event no bargaining unit member, who meets the qualifications contained in the job posting applies, the Employer then shall have the option of soliciting outside applicants and/or leaving the position vacant.
- 8.018 After the selection process has been successfully completed, a notice will be posted identifying the individual selected for the position.
- 8.019 There will be no probationary period required for a lateral move within a bargaining unit member's current classification. For a move outside the classification or a promotional move an internal employee hired or selected under the Article shall be considered to be qualified for the position when a probationary period of ninety (90) days of active full-time employment is completed.

Definition of Vacancy - A vacancy shall exist when the administration determines that a current position in the bargaining unit is, or shall become, vacant and is to be refilled, and/or when there is known to be the creation of a new position in the bargaining unit. If a current position is being eliminated, there shall be no vacancy for that position.

8.020 Short-Term/Long-Term Vacancies

- 8.0201 Absence of a bargaining unit member for a period of more than five (5) working days and less than twenty (20) working days.

- 8.0202 Said short-term vacancies shall be filled with a substitute or by assignment of a bargaining unit member, per Article XIII
- 8.0203 Absence of a bargaining unit member for a period of twenty (20) working days or more is considered a temporary long-term vacancy.
- 8.0204 Said long-term vacancy assignments shall be governed as below:
  - 8.02041 Vacancies shall be posted, bid and awarded per Article VIII.
  - 8.02042 Movement of bargaining unit members shall be limited to one (1) internal fill.
  - 8.02043 Any vacancy created by filling the temporary long-term vacancy, shall be filled with a substitute, or by assignment of a bargaining unit member, per Article XIII.
  - 8.02044 If the vacancy is awarded to an in-classification bargaining unit member in a lower classification series; said member shall carry their current step into the higher classification series wage scale.
  - 8.02045 The only exception shall be: van drivers, who are awarded a bus driver vacancy, shall be paid at step zero (0).
  - 8.02046 No in-classification bargaining unit member shall suffer a loss of pay when awarded the long-term vacancy.
  - 8.02047 If the vacancy is awarded to an out of classification bargaining unit member, said bargaining unit member will be paid at step zero (0).
  - 8.02048 Any seniority accrual shall be within the bargaining unit members' actual classification/series, not in the temporary assignment classification if different.

**8.02 ASSIGNMENT**

- 8.021 By September 15<sup>th</sup> of each year, the administration shall notify each employee of his/her tentative assignment to a specific building/classification for the ensuing school year.
- 8.022 The administration retains the right to assign employees to a specific building /classification during the school year for appropriate and justifiable reasons.

**8.03 SENIORITY**

- 8.031 Unless otherwise stated, seniority shall be defined throughout this Contract as stated in the Reduction in Force article herein.

**8.04 OVERTIME**

- 8.041 All employees shall receive time and a half (1.5) their regular hourly rate for all hours in excess of forty (40) hours in one (1) work week.
- 8.042 All employees shall receive time and a half (1.5) their regular rate of pay for all hours worked on a holiday, in addition to holiday pay.
- 8.043 All paid holidays, personal leave hours, calamity days and vacation time shall be counted as hours worked for the purpose of computing overtime.
- 8.044 Sick leave hours shall be excluded from the computation of hours of work for the purpose of calculating eligibility for overtime.

- 8.045 Employees who work during a calamity day pay week due to an outside group being granted a building permit, shall be compensated at their appropriate overtime wage.
- 8.046 When calamity day(s) have been called by the Board of Education, any employee who has applied for sick leave, personal days, and/or vacation days will not be charged for the days requested.

**8.05 WORKING HOURS**

- 8.051 The employees shall be notified as to what their working hours will be, including set hours on non-student days, prior to the beginning of each school year.
- 8.052 In the case of bus drivers, the transportation supervisor will estimate all routes prior to bidding.
  - 8.0521 The initial estimated bus route driving time will be used to compute sick leave, personal leave, and health benefit rates of the employee for that working year unless modified by section 8.0522.
  - 8.0522 After the start of the school year, the estimated bus route driving time will be adjusted if necessary, by the Superintendent or designee by September 30<sup>th</sup> and any changes submitted to the Board for approval. Any adjustment will take effect on October 1 of that work year.
- 8.053 Should the need arise the parties shall meet to discuss changes in work schedules to accommodate school district needs.
- 8.054 Working hours will not be changed to avoid the payment of overtime.
- 8.055 The workweek for building custodians will be Monday to Friday.
- 8.056 The Board has the ability to employ an event custodian at the substitute rate of pay to cover district activities on Saturday and/or Sundays (refer to letter of understanding at end of contract).

**8.06 TWENTY FOUR (24) PAYS**

- 8.061 260 day classified employees' pay will be calculated as follows: (number of hours worked per day times the number of days in a contract year times the hourly rate) divided by twenty four (24) pay periods.
- 8.062 All classified employees will be paid as hourly employees.
- 8.063 Contracts less than 260 days have the option of spreading their contract pay over the twenty four (24) pay periods. Should an employee choose not to spread his/her pays, there will be one pay period delay in pay. In addition, there will be a one pay period delay for all overtime, field trips, extras, etc.
- 8.064 Once the twenty four (24) pay period has been elected, it is in effect for the current yearly payroll cycle and will remain in effect for future years unless the employee notifies payroll in writing prior to May 31<sup>st</sup> to discontinue the option for the next school year.
- 8.065 Pay dates will be on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. Should the 15<sup>th</sup> or the 30<sup>th</sup> fall on a weekend and/or a holiday then the payday will be the Friday prior.

**8.07 DIRECT DEPOSIT OPTION**

- 8.071 All classified employees who were hired before July 1, 2007 and do not currently have their pay through direct deposit may receive a physical check. All new employees hired on or after July 1, 2007 are required to receive their pay through direct deposit.
- 8.072 Employees opting to receive a physical check must pick up the check in the Central Office between the hours of 8:00 a.m. and 4:00 p.m., when school is not in session or on non-work days.

## **8.08 CLOTHING ALLOWANCE**

8.081 Upon hire, the Board shall provide all custodial staff with five (5) blue shirts. In each subsequent year, employees shall choose between five (5) blue shirts or an equivalent alternative piece(s) of clothing including footwear, appropriately identified to all employees.

- Custodians
- Food Service
- Proctors
- Drivers (upon request)

Classified staff members not specifically addressed in this section shall be allocated up to \$50 annually to purchase designated "Spirit Wear" items in the "Spirit Store."

8.082 These shirts and/or footwear are required to be worn during working hours.

8.083 It is the employee's responsibility to launder the shirts and maintain the footwear.

8.084 The Board shall provide uniforms (shirts and pants) for bus mechanics and maintenance workers.

8.085 The Board shall provide laundering pick-up for bus mechanics and maintenance workers. These uniforms are required to be worn during working hours.

## **8.09 SMOKING**

8.091 Smoking is prohibited by State Law on school buses whether students are or are not on board. The State Law will be enforced by the Administration.

8.092 The Board of Education and O.A.P.S.E. Local 255 recognize that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board and Local 255.

8.093 For purposes of this contract, "use of tobacco" shall mean all uses of tobacco, including a cigar, cigarette, pipe, snuff, or any other matter or substances that contain tobacco.

8.094 In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by classified staff members in all school buildings, on all school grounds and on all school vehicles with the exception of their own personal vehicle(s) when located at least fifty feet from all school buildings and buses at all times.

8.095 This smoking policy is subject to Board of Education compliance with amendments to Federal and State Laws, and the Board of Education Policy 7434.

## **8.10 CLERICAL HEALTH AIDE**

8.101 Clerical health aides will be properly trained as approved by the school nurse to assist the nurse and student in health and first aid procedures. The Board of Education will assume all costs for the training. Excluding negligent behavior on the part of the clerical health aide, the Board of Education will assume the liability protection for the employee.

# **ARTICLE IX – REDUCTION IN FORCE**

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## **9.01 GROUNDS FOR REDUCTIONS**

9.011 The following procedures shall govern the reduction of staff made necessary through decreases in student enrollment, changes in instructions, shortage of funds, lack of work in any classification, or other reasons identified by the Board and the administration. If the Board, upon the recommendation of the Superintendent, decides it is necessary to reduce the number of employees in any one or more classifications, reductions in such classification or classifications may be made. Such procedures shall be in compliance with State and Federal laws relating to employment decisions and equal employment opportunity.

9.012 The number of people affected by reduction in force will be kept to a minimum by not employing replacements in

so far as practical of employees who resign, retire or otherwise vacate a position.

## **9.02 ORDER OF REDUCTION**

9.021 In making such reduction, the Board shall proceed to reduce contracts in accordance with recommendations of the Superintendent who shall, within each classification as specified herein, recommend reduction of contracts (should contracts be already awarded) in the following order:

9.0211 Seasonal or summer temporary employees.

9.0212 Employees hired to replace regular employees for less than a probationary contract.

9.0213 Employees holding probationary contracts as per the Agreement.

9.0214 Employees holding "continuing" contracts pursuant to 3319.081 of the Ohio Revised Code, in inverse order of seniority within the classification.

9.0215 This section does not pertain to non-renewal of limited/probationary contracts.

9.0216 The employer shall notify the Union prior to any proposed reduction in force.

## **9.03 SYSTEM SENIORITY/CLASSIFICATION SENIORITY**

9.031 System seniority will be determined by the length of continuous service in the District. It shall be measured from the first day of hire (Board action) in the District. Required military service shall not be considered an interruption in service. (\*3\*)

9.032 Classification seniority will be determined by the length of continuing service in the district in the classification. It shall be measured from the first day of hire (Board action) in the classification. Required military service shall not be considered an interruption in service. When an employee leaves a classification, said accrual of seniority shall be held in abeyance and shall not continue to accrue. (\*3\*)

9.033 Unpaid leaves of absence granted by the Board shall not be counted toward seniority; however, length of continuing service shall continue to accumulate when the employee returns to service.

9.034 Seniority will be calculated as a decimal fraction of a full year's service based on the actual number of days of active duty (including all days of paid leave approved by Board policy) divided by the number of scheduled days in that school year; i.e., a secretary with 120 days of active duty in a 229 day contract would receive .524 year of seniority credit. (\*1\*)

9.035 A classified employee who is employed for less than a full day for a contracted period will receive seniority credit equivalent to the pro-ration rate of his/her contracted salary; i.e., a secretary working one-half a day would receive one-half a year credit toward seniority (.500 year seniority).

9.036 Pro-ration of seniority shall be effective July 2, 1982. Prior to that date seniority shall be determined by the employee's length of continuous service irrespective of full or part-time status.

9.037 In the event two (2) or more employees in a classification have the same length of continuing service (seniority), then such ties in seniority shall be broken based upon the following considerations, in order of priority (if such information is available for all affected employees):

9.0371 Effective date approved by the Board of employment in the classification.

9.0372 Years of continuous service in the district including seasonal, temporary, and/or substitute time within that job classification. For the purpose of bumping, classification seniority prevails over system seniority.

9.0373 Date of application for employment received by the district

9.0374 Toss of coin by the Superintendent in the presence of the employees involved.

9.038 Lateral or lower moves within the classification groupings shall be determined by classification seniority and then system-wide seniority as outlined in 9.037. For purposes of RIF/bumping, temporary assignment to a different classification or classification grouping does not count towards classification seniority. (\*2\*)

9.039 When bumping into another classification, the affected employee must have previously held a position in that classification. There shall be no upward bumping in a classification grouping.

9.040 The following classifications and classification groupings shall be used for the purpose of defining classification seniority in the event of a reduction in force:

Transportation:

Asst. Student Transportation Supervisor/Bus Driver  
Bus Driver  
Van Driver  
Transportation Aide

Aides:

Classroom Aides  
Proctors

Cafeteria:

Head Cook  
Cook (full-time)  
Satellite Driver  
Cook (part-time)

Custodial:

Class 1  
Class 2  
Class 3

Secretarial:

Class 1  
Class 2/Clerical Health  
Class 3

Maintenance:

Maintenance Foreman  
Maintenance

Mechanic:

Head Mechanic  
Mechanic

(\*1\*) Pro-ration of seniority for bus drivers are: A.M. & P.M. routes assigned together represent a full day of seniority; i.e., a bus driver driving only a P.M. route would only receive a half day of seniority credit.

(\*2\*) Downward displacement within a promotional chain.

(\*3\*) Recorded experience by van drivers through either training or substituting on a bus has no basis for contractual seniority in the bus driver category. Van driver seniority calculations will not be compromised by placement in the above situations.

**9.04 NOTIFICATION**

9.041 Employees who are to be reduced shall be notified by the Superintendent in writing after the appropriate resolution has been adopted which shall establish the effective date of the reduction.

9.042 The Board shall, insofar as possible and practical and except under emergency conditions, give any staff member whose contract is in reduction status as the result of a reduction in force, written notice of his/her intended lay-off at least 30 calendar days prior to the date of reduction.

9.043 For the purpose of Sections 9.04 and 9.05 hereof, notification to employees shall be deemed made if mailed by the Superintendent, by certified mail, to the last known address of the affected employee, and each employee shall have the obligation to provide the Board with his/her current address.

**9.05 RECALL**

- 9.051 For each classification, the Superintendent shall establish a recall list showing the names of employees whose contracts have been in reduction status and the order of reduction. Employees whose continuing contracts have been placed in reduction status shall have the first right of restoration to continuing contract status, in order of seniority in the district, if and when positions in such classifications become vacant or are created, or if and when the Board determines to refill any positions in the classification for which contracts have been suspended, provided, however, that such recall right shall not extend beyond twenty-seven (27) months from the effective date of reduction.
- 9.052 Other employees whose contracts have been placed on reduction status shall have the right to be recalled to a position in the same classification, after restoration of all eligible continuing contract employees, in the order in which their names shall not extend beyond the date upon which the reduced contract would otherwise have expired, and in no event longer than twenty-seven (27) months from the effective date of reduction, nor shall it confer upon the recalled employee any right greater than reinstatement of the reduced contract.
- 9.053 If reinstated during this period, pursuant to recall, such employee shall retain all previously accumulated seniority and sick leave, and be placed on the salary schedule based upon past years with the system.
- 9.054 Any employee who fails or refuses to accept restoration or reinstatement to a position in the classification from which he/she was suspended pursuant to this policy, shall be deemed to have waived any and all further right to recall, restoration and/or reinstatement, and to have resigned any further right to employment under the suspended contract or otherwise. As used herein, "fail" or "refuse" shall mean rejection of any offer of re-employment, failure to respond in writing received by the Board within five (5) days to any notification of such offer, and/or failure to report to work on the date specified in the offer.

## 9.06 GENERAL PROVISIONS

- 9.061 Refusal to accept a position with fewer hours, or a position in a lower paying classification, will not jeopardize the employee's recall rights.
- 9.062 The Union's President shall be provided with a copy of the RIF list which is used by the Board in implementing reductions under this section within at least fifteen (15) days prior to the initial reduction.

## ARTICLE X - LEAVES

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### 10.01 SICK LEAVE

- 10.011 Entitlement to Sick Leave: Classified employees may use sick leave only for absences due to illness, pregnancy, injury, exposure to contagious disease, and due to illness or death in the employee's immediate family.
- 10.012 Immediate family shall be interpreted to include the employee's father, mother, husband, wife, siblings, child, mother-in-law, father-in-law, or any member of the household. Immediate family for funerals shall include in-laws: mother, father, brother, sister, son, daughter, grandchild and grandparents.
- 10.013 Accrual of Sick Leave: Regular contracted employees shall accrue, to their credit, sick leave days at a rate of one and one-quarter (1 1/4) days per month for each year under contract, according to law.
- 10.014 Transfer of Accumulated Sick Leave: An employee who comes from another public agency in Ohio shall be permitted to transfer the amount of his/her accumulated sick leave from that agency up to the maximum of the accumulated sick leave permitted at West Geauga Schools.
- 10.015 Justification for Use of Sick Leave: In cases of employee absence of three (3) days or more, a pattern of absences over time or in instances where reasons exist to question an employee's absence, the Superintendent designee may require an employee to furnish a statement from an attending physician to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
- 10.016 Sick Leave Advance: Each employee shall, upon showing of need, be advanced five (5) days of sick leave credit

at the beginning of the contract year. The advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service under these provisions.

10.017 Sick Leave Accumulation: Accumulation of sick leave credit shall be at two hundred eighty-six (286) days.

10.018 Sick Leave Bank

10.0181 A sick leave bank will be created, to be administered by the O.A.P.S.E. Union. In order to be eligible to receive days from the bank, a bargaining unit member must donate two (2) days to the sick leave bank. Donations of days shall occur again whenever the bank falls below fifty (50) days and must be in writing. The maximum days that may be utilized from the bank in any school year shall not exceed two hundred (200).

10.0182 Eligible recipients must be bargaining unit members who are about to exhaust their sick leave. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries of the bargaining unit member or his/her immediate family.

10.0183 The Treasurer must receive written notification from the O.A.P.S.E. Union identifying the recipient and the number of days to be awarded prior to the bargaining unit member utilizing donated sick leave. By January 31<sup>st</sup> of each year, the O.A.P.S.E. Union will provide a reconciliation report to the Treasurer of days used, available days, and any changes in contributors to the sick leave bank.

## 10.02 PERSONAL LEAVE

10.021 The Superintendent shall allow absence of up to three (3) days personal leave for members of the bargaining unit. No reasons shall be given, but use must follow the guidelines listed below:

10.0211 To transact personal business that cannot reasonably be transacted outside school hours.

10.0212 Affairs of a personal nature that cannot reasonably be conducted outside the regular school day.

10.0213 Emergency beyond the employee's control.

10.0214 Other good and just cause as shall be determined and approved by the Superintendent.

10.0215 One personal day shall be unrestricted with the exception of seeking employment and/or being compensated for employment.

10.022 The one (1) restricted personal leave day shall not be used for the following:

10.0221 Entertainment, recreation, or vacation.

10.0222 Seeking other employment unless approved by the Superintendent.

10.0223 To extend a vacation or school recess.

10.023 Personal leave shall be permitted:

10.0231 To transact person business that cannot reasonable by transacted outside school hours.

10.0232 Affairs of a personal nature that cannot reasonably be conducted outside the regular school day.

10.0233 Emergency beyond the employee's control.

10.0234 Other good and just reasons as shall be determined and approved by the Superintendent designee.

10.024 All personal leave requests will be processed through the employee's immediate supervisor and forwarded to the Superintendent for approval.

10.025 All unused personal leave shall be converted to sick leave at the close of the contract year.

10.026 Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined by O.R.C. 3319.16 and shall result in appropriate disciplinary action up to and including contract termination.

### **10.03 ASSAULT LEAVE**

- 10.031 Any member of the bargaining unit who is absent from work due to a disability resulting from an assault which occurred in the course of, or as a result of Board employment shall be maintained on full pay status during the period of his/her absence up to a maximum of thirty (30) days per assault. Assault pay shall be reduced by the amount received by that employee for workers' compensation.
- 10.032 To qualify for such leave, the member of the bargaining unit shall: (1) provide the Superintendent with medical evidence of incapacity; (2) agree to make a police report of the incident; and (3) cooperate with the authorities in action they bring against the assaulting party.
- 10.033 The employee agrees to reimburse the Board for assault leave payments from any successful litigation concerning the incident that led to the assault.
- 10.034 Leave granted under this provision shall not be charged against sick leave or personal leave, or any future earnings of these leaves.

### **10.04 COURT LEAVE**

- 10.041 It is agreed between the O.A.P.S.E. Local 255 and the West Geauga Board of Education, that Court Leave may be used in instances of court subpoenas and jury summons only and not in cases in which the employee is a party to a personal lawsuit. In the event a bargaining unit member is a party to a personal lawsuit that is directly related to their employment, the provisions of this section will be applicable unless:
- 10.0411 The bargaining unit member and Board are on opposite sides of the litigation (Plaintiff v. Defendant) and/or
- 10.0412 The bargaining unit member files a civil action against either the O.A.P.S.E. Local 255 or the West Geauga Board of Education.
- 10.042 Any bargaining unit member absent from duty in response to a court subpoena or jury summons only shall receive full pay during this period less any jury duty or witness fee received in excess of the bargaining unit member's mileage, meal, and/or parking expenses for the day(s) in question.

### **10.05 FEDERAL FAMILY AND MEDICAL LEAVE ACT OF 1993**

- 10.051 Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not be limited or lessen the leave provision of this agreement. To the extent that provision of the FMLA are covered by paid leave provision of this agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

### **10.06 PARENTAL LEAVE**

- 10.061 Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave may begin at any point in the pregnancy, at or immediately prior to the time of official adoption, or thereafter for up to one (1) year. Upon request of the employee, parental leave shall be extended for a period of up to one (1) additional school year, provided the request is made in writing to the Superintendent and/or Superintendent Designee not later than thirty (30) days immediately preceding the first day of the new leave period. Application for parental leave shall be made in writing to the Superintendent and/or Superintendent Designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave.

### **10.07 UNPAID LEAVES OF ABSENCE**

- 10.071 A leave of absence is a period of extended absence from duty by an employee for which written request has been made and formal approval has been granted by the Board. Involuntary leaves are subject to State law.
- 10.072 Leave shall not exceed two (2) consecutive years. The maximum duration of an unpaid Leave of Absence includes two full school years only when the leave request is approved prior to the start of the first school year. In all other instances the Unpaid Leave of Absence shall be for no more than the conclusion of the school year in which the request is made plus one additional school year.
- 10.073 All leaves shall be without pay except as otherwise required by law.
- 10.074 Leaves of absence may be granted for the following purposes:
  - 10.0741 Illness: The Board is required, upon written request of an employee, to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the employee exhausts his/her sick leave.
  - 10.0742 Disability: See Illness above.
  - 10.0743 Service in the Armed Forces of the U.S.: Any regular employee who is conscripted or recalled into the armed services of the United States for service or training shall be granted a military leave. Upon discharge, he/she shall be reinstated into the school system in accordance with provisions with law.
- 10.075 On the expiration date of the leave of absence, the Superintendent and/or Superintendent Designee is obligated to place the employee in a position within his/her classification.
- 10.076 An employee's affiliation with the Board will terminate if the position that is offered is declined, provided it is within the employee's classification.

**10.08 ATTENDANCE INCENTIVE**

- 10.081 Classified employees who work less than 260/261 days shall be entitled to two (2) additional days pay if zero (0) days are missed during the school year and one (1) additional days pay if one (1) day is missed.
- 10.082 Those classified employees who work a 260/261-day contract shall be entitled to three (3) additional days pay if zero (0) days are missed during the school year, two (2) additional days pay if one (1) day is missed and one (1) additional days pay if two (2) days are missed.
- 10.083 The computation shall be based upon the number of hours worked times the employee's hourly rate.
- 10.084 The use of court leave and three (3) bereavement days are the only leaves that will not invalidate an attendance incentive as indicated in 10.081 and 10.082.
- 10.085 A court summons must be provided in accordance with this Agreement for court leave.

**ARTICLE XI – SEVERANCE PAY**

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- 11.01 The Board shall grant severance payment pursuant to O.R.C. 124.39 to employees based on unused accumulated sick leave days subject to the following conditions:
  - 11.011 The employee must meet the minimum requirements of age and service for retirement in the State Employees Retirement System of Ohio (on the date on which he/she terminates his/her service), and must apply for severance pay within 120 days of the date of termination of service.
  - 11.012 The employee must file a copy of the retirement application papers with the Board Treasurer and write a letter of resignation for retirement purposes to the Board.
  - 11.013 An employee will not be eligible for severance payment from the West Geauga School District if he/she has

collected prior severance pay from an employing unit covered by the S.T.R.S. or P.E.R.S. Systems of Ohio.

- 11.014 Severance payment will be based on one-fourth (1/4) of the employee's accumulated and unused sick leave days. Computation shall not exceed two hundred eighty-six (286).
  - 11.015 All sick leave days accrued in the West Geauga Schools and sick leave days that are legally transferable from prior employment shall be used in computing conditions of the above paragraph.
  - 11.016 The number of days as determined in condition (two paragraphs above) shall be multiplied by the per diem rate of the retiring employee in order to determine the amount of the severance payment. The per diem rate is determined by taking the number of hours worked per day times the hourly rate.
  - 11.017 A person who retires and receives severance payment from an employing unit covered by the S.E.R.S., S.T.R.S., or P.E.R.S. Systems of Ohio and later is employed in the West Geauga School System shall have the total number of accumulated and unused sick leave days used in the calculation of prior severance payment deducted from his/her total balance of accumulated sick leave.
  - 11.018 The retiring employee shall not be eligible for unemployment compensation. The employee must sign for the severance check certifying that all eligibility criteria have been met. Said payment shall be made in a lump sum within 120 days from the last date of employment, or, at the option of the employee, in two payments, the amount of each payment shall be determined at the option of the employee. An employee must indicate in writing at the time of retirement which option of payment he/she wishes to elect.
- 11.02 Severance payment may be withheld by the Board until all debts and obligations of the retiring employee due the Board are discharged.

## ARTICLE XII – HOLIDAYS

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- 12.01 The holidays for which classified employees are eligible shall be as follows:
- 12.011 221-260/261 day employees will receive ten (10) holidays as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
  - 12.012 185-220 day employees shall receive nine (9) holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	
  - 12.013 120-184 day employees shall receive eight (8) holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Christmas Day
Good Friday	
Memorial Day	
- 12.02 Should a holiday occur on a Saturday, the preceding Friday shall be observed as the paid holiday. Should a holiday occur on a Sunday, the immediate following Monday shall be observed as the paid holiday. A paid holiday is only provided when a full day's earnings are accrued on the scheduled workdays before and after said holiday.
- 12.03 Employees who schedule unpaid leave of absence during the scheduled work year may be subject to the loss of holiday pay. Any employee whose time in active pay status drops below the threshold level of 185 days in active pay status may become ineligible for the additional holiday of the Day after Thanksgiving. If an employee is contracted for 184 days, and is required to work beyond 184 days, the day after Thanksgiving holiday pay will be paid at the end of the scheduled work

year.

- 12.04** The following shall be included as days worked for the purpose of calculating holiday pay eligibility:
1. Convocation day
  2. Pre-school and post-school year days: as required for opening or closing requirements and shall be assigned by Supervisor as needed. For purposes of defining a school year, the school year begins on July 1 and ends on June 30.
  3. Route pick meeting
  4. Summer routes
  5. OBI training days (Board approval required)
  6. Non West Geauga days (Transportation)
  7. In-service days
  8. Calamity days
  9. Extended contract days
  10. Paid leave
  11. Professional leave day (authorized by a supervisor – including union leave).
  12. Any day that an employee is required by a supervisor to report to work (including holidays).
- 12.05** The following shall be excluded as days worked for the purpose of calculating holiday pay eligibility:
1. Holidays (unless required by a supervisor to work)
  2. Field trips scheduled outside the Board approved school calendar.
  3. Recertification (unless a Professional Leave day is authorized by a supervisor)
  4. Substitute work
  5. Daily bus cleaning
  6. Unpaid leave of absence
  7. Unauthorized leave

## **ARTICLE XIII – CLASSIFICATION PAY**

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- 13.01** The Board agrees that if a member of the bargaining unit is requested to and does perform all work that is normally performed by an employee holding a higher classification, then such member shall receive the rate of pay normally paid the higher classified employee on the first day of assignment.
- 13.02** There shall not be a classification pay change solely because of a shift change.
- 13.03** In order for an employee to receive classification pay, the employee shall work such assignment for a period of time not less than five (5) days.

## **ARTICLE XIV – CALAMITY DAYS**

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### **14.01 WEATHER CONDITIONS**

- 14.011 Unit members are expected to report to their normal work assignments unless notified differently by the method specified by their department supervisor.
- 14.012 On calamity days, should it be necessary for the Superintendent Designee to require certain vital service personnel to report to work, that employee will be individually contacted or told in advance, when possible, by the Superintendent Designee or his representative. The employee(s) required to report to work on a calamity day shall be paid their regular hourly wage in addition to calamity day pay (two (2) times regular hourly wage) for all hours worked. Upon approval of the employee's immediate supervisor or the Superintendent Designee, payment may be exchanged for compensatory time at the rate stated above.

### **14.02 COMPENSATORY TIME**

14.021 All authorized hours worked beyond 40 hours per week (including field trips) shall be paid premium pay at time and one-half the average hourly rate according to State Law. The employee may request of his/her immediate supervisor that the cash payment be exchanged for compensatory time at the same rate. The request must be made within the same pay period. If granted, the employee may accrue up to 24 hours to be taken within 30 work days from the end of the pay period in which the compensatory time was approved; as long as it is not unduly disruptive to the operations of the school district. If requested, the employer may still elect to pay the premium pay for the compensatory time. Compensatory time granted in May or June must be used by June 30 of that fiscal year.

**14.03 OTHER THAN WEATHER CONDITIONS**

14.031 If hazardous conditions do not exist and school is closed due to mechanical failure of buses, driver-related difficulties, or individual building problems, and the Board does not require all school buildings closed and does require certificated staff attendance, all classified employees are expected to report to work as usual unless otherwise notified. Employees required to report to work on an “other than weather conditions day”, shall be paid at their regular hourly wage. In all cases the Board shall supply restroom facilities and drinking water.

**ARTICLE XV – INSURANCE BENEFITS**

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15.01 The Board shall provide an 80% paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription and dental based on the Insurance Schedule below (Section 15.03 of this Article).

15.02 Part-time employee’s benefits shall be pro-rated on the same basis as is currently the practice.

**15.03 INSURANCE SCHEDULE**

<b>Contract Hours Per Week</b>	<b>Monthly Board Contribution</b>	<b>Monthly Employee Contribution</b>
30 or more hours per week	80%	20%
25 to 29 hours per week	60%	40%
18 to 24 hours per week	40%	60%
Less than 18 hours per week	0%	100%

15.031 For bus drivers and van drivers during the 2010/2011 school year, once contribution levels are determined at the beginning of the school year, they will remain in effect for the duration of that school year.

15.04 The Board shall provide 100% paid \$25,000 life insurance for all employees.

15.05 If available, individuals shall have the right to purchase and pay for more than \$25,000 life insurance with the same company.

15.06 Employees on maintenance prescription drugs should use the mail in program.

15.07 The Board will provide a reimbursable vision program as follows: \$100 per calendar year for employees with single dental coverage and \$200 per calendar year for employees with family dental coverage.

15.08 Coverage shall meet or exceed the insurance in effect as of December 1, 2002. Comprehensive Major Medical Expense Coverage through a Preferred Provider Organization/network (P.P.O) has been added as a managed care plan.

15.09 The medical and prescription plan shall be a Union and Board approved carrier, with the attached list of benefits or better. Any modifications that act to lessen the total aggregate of covered benefits in said insurance plan shall be covered by the Board until the Contract expires, at which time said changes shall be subject to collective bargaining. (Changes in formulary or PPO doctor members are not part of the above modifications to covered benefits)

15.10 Dental coverage shall be provided by a Union and Board approved carrier plan with the attached list of benefits. Any modifications that act to lessen the total aggregate of covered benefits in said insurance plan shall be covered by the Board

until the Contract expires, at which time said changes shall be subject to collective bargaining. (Changes in members of the dental PPO are not a part of the above modifications to covered benefits)

15.11 The Board shall provide 100% paid insurance package, either in the form of two single plans or one family plan, for members of the bargaining unit who meet all of the following criteria:

15.111 A bargaining unit member legally married to another bargaining unit member, and

15.112 Where both are employed prior to June 15, 1998, and

15.113 Where both are currently employed.

15.12 An ongoing insurance committee shall continue to study available plans and make recommendations to the membership, deal with issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits. No change in benefits will be made without the recommendations of the insurance committee and a vote of the parties.

15.13 Summer Health/Dental Premium Pay Options

15.131 Employees who are less than 260/261-day employees have the option to pay the employee contribution for health and dental premiums for the summer months by direct remittance to the Board of Education or by pre-tax payroll deduction.

15.132 Direct Remittance – The employee must remit to the Board of Education the remaining summer premium due as indicated by the Treasurer’s office no later than June 30. Any employee who fails to make payments by the required date will forfeit the option to make direct remittance in the future and will have the full premium collected through payroll deductions.

15.133 Pre-Tax Payroll Deduction – The Treasurer’s office will provide the employee with the amount of summer premium due for the employee’s contract period. The premium will be divided into equal payments as appropriate for the work schedule of the employee with deductions beginning on the first pay of the fiscal year. An adjustment may be made should the premiums change at insurance renewal (currently January 1), in which case the employee will receive an updated schedule. If the employee cancels their health and or dental coverage prior to the summer, the Board of Education will remit any premium overpayment through payroll as soon as possible.

## ARTICLE XVI – VACATIONS

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16.01 Twelve-month (260 day) employees shall be entitled to paid vacation based upon the completed years of service table as defined below:

16.011	<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
	1 – 6 years	10 days
	7 – 11 years	15 days
	12 – 15 years	17 days
	16 – 17 years	18 days
	18 – 19 years	20 days
	20 – 21 years	21 days
	22+ years	22 days

16.02 Twelve-month employees shall be permitted to take vacation upon the approval of the employee’s immediate supervisor and the Superintendent Designee.

16.03 School activities occurring during vacation periods will be covered by the regular employees.

- 16.04 Vacation requests will be considered around scheduled school activities.
- 16.05 Vacation will be granted as long as 50% of the custodial staff is on duty to cover the building.
- 16.06 Vacation requests during these periods will be considered on a seniority basis.
- 16.07 Requests should be submitted to the immediate supervisor.
- 16.08 Vacation schedules will be reviewed at that time to make sure vacations can be arranged so that they will be in the best interest of the school district.
- 16.09 Vacation request forms will indicate the notification deadlines.
- 16.10 During summer recess, the Superintendent Designee or designee will review vacation requests to determine those requesting similar days so as to arrange days that will be in the best interest of the school district.
- 16.11 Upon separation from employment, the employee shall be entitled to compensation at his /her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.
- 16.12 Further, if a bargaining unit member dies while in the employ of the Board, all accrued vacation and severance pay will be issued to his/her estate.

## **ARTICLE XVII – TRANSPORTATION**

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### **17.01 ROUTE ASSIGNMENTS (BIDS)**

- 17.011 Route assignments (bids) will be based upon seniority. The most senior driver shall be given the opportunity to select the route of preference.
- 17.012 Drivers will bid regular routes for the following school year during the last week of school. Drivers will bid mid-day, vocational and late runs for the upcoming school year within two (2) weeks prior to the first student day of that school year.
  - 17.0121 Drivers who bid on and are awarded a mid-day, vocational, and/or late runs, shall not be eligible for any additional mid-day, vocational and/or late runs, until the entire Rotation list is exhausted.
  - 17.0122 Drivers who choose not to bid on a mid-day, vocational and/or late runs, shall not be eligible to bid on any vacant or newly created mid-day, vocational and/or late runs, until the entire Rotation list is exhausted.
- 17.013 Buses will be assigned to drivers, whenever possible. However the final decision of assignment shall be made by the Superintendent/designee, and shall not be grievable.
- 17.014 If a driver cannot attend a scheduled meeting, the driver will be awarded the next longest route.
- 17.015 All bid routes will be guaranteed a minimum of two (2) hours per A.M. and P.M. assignment unless the route is longer than two (2) hours and fifteen (15) minutes. A route that is longer than two (2) hours and fifteen (15) minutes would be guaranteed a minimum of two (2) and one-half hours per AM and PM assignment.
  - 17.0151 Kindergarten and other regularly scheduled mid-day routes during the school day will be guaranteed a minimum of one (1) hour per route.
  - 17.0152 Drivers shall be paid for all hours worked, but in no case less than the above stated minimums.
- 17.016 In cases in which a driver's regularly scheduled route does not need to be run, in part or in the whole, during a particular work day, the administration reserves the right to make an alternative work assignment, within the job classification, to the driver during the time in which they are regularly assigned work.
- 17.017 Administration reserves the right to make changes at any point during the school year to maintain maximum

safety and efficiency.

- 17.018 Preference will be given to regular contract drivers for kindergarten runs and other regularly scheduled mid-day routes based upon seniority, except in special circumstances as identified by the Superintendent Designee.
- 17.019 When an absence of an employee is due to either a short-term or long-term absence in accordance with articles 8.020 and that employee has a contracted mid-day route, the following procedure shall be followed:
  - 17.0191 The vacant mid-day shall be offered by the Transportation Supervisor on a rotation basis based on seniority to a qualified contracted transportation driver who currently does not have a mid-day.
  - 17.0192 Once assigned/accepted the driver shall continue on the mid-day until the regular driver returns. No driver shall be offered/assigned another mid-day until the rotation list has been exhausted.

## **17.02 FILLING REGULAR ROUTES**

- 17.021 As regular routes become vacant or newly created, filling of the route will be done in accordance to the following:
  - 17.0211 Notice of all route vacancies on regular bus runs shall be made available to all contract drivers for a period of five (5) working days.
  - 17.0212 Once the notice is given in writing, the position will be filled within 45 days from the date of notice of departure by a driver forfeiting a route and/or action by the Board on the driver's contract status.
  - 17.0213 Within the five (5) day notice period, all drivers interested and eligible to apply for said vacancy shall submit their request for consideration in writing, dated, and signed to the Superintendent Designee.
  - 17.0214 Following the five (5) day notice period, the Superintendent Designee shall have (5) days to fill the vacancy. Until the final decision and implementation of said decision can take place, the Superintendent Designee shall assign temporary personnel as necessary to cover the vacant route(s).
  - 17.0215 Following award of the route to a contracted driver, the newly created vacancy of the contracted driver shall be assigned first to a qualified CDL van driver, then from a qualified pool of available non-contracted drivers who shall receive a probationary driving contract.

## **17.03 FIELD TRIP ALLOCATION PROCESS**

- 17.031 All field trips (athletic, extra-curricular and academic) will be assigned by the Transportation Supervisor on a rotation basis based on seniority. The rotation list will be posted weekly on a mutually agreed upon location. Allocation meeting dates will be scheduled for each season (fall, winter, spring and summer). All field trips identified by the established date for each seasonal allocation meeting must be brought to the allocation meeting. Interim bi-weekly allocation meeting dates will be determined in August. Emergency field trips will follow the rotation list.
- 17.032 Any extra curricular activity that the district requires student transportation shall be driven by contracted drivers with the exception of trips that transport seven (7) students or less and/or trips in which a student may transport themselves. If these trips are not chosen to be driven by a regular contracted CDL bus driver, the district reserves the right to fill the position in the following manner: CDL van driver, non-CDL van driver, outside resources.
  - 17.0321 Excluded from section 17.032 are those activities designated as extended field trips which are defined as either trips outside of the State of several days' duration when school is or is not in session (e.g. a trip to Washington D.C.; class trips to Canada) or non-athletic trips within the state involving more than one day's duration.
- 17.033 When the district is unable to fill an early out field trip with a non-contracted CDL bus driver, contracted CDL bus drivers shall be offered the opportunity to vacate their regular route in order to take the early out field trip. The field trip allocation process will be based upon the drivers' current placement on the trip rotation cycle.
- 17.034 When the transportation supervisor decides it is necessary for a contracted CDL bus driver to vacate their route

to fill an early out field trip assignment, the assignment will be offered based upon the drivers' current placement on the trip rotation cycle.

17.035 If a driver is unavailable or cannot take a field trip, with the exception of trips offered to drivers of kindergarten and regularly scheduled mid-day routes during the times of their regular routes, the driver's name will be moved to the bottom of the rotation list.

17.036 If a driver accepts a field trip and must cancel at the last minute, the driver's name will be moved to the bottom of the rotation list.

17.037 Master maps will be available to all drivers and periodically updated (seasonally).

#### **17.04 PAYMENTS OF FIELD TRIPS**

17.041 Drivers will be paid their regular hourly rate for all hours driven (driving time) on field trips.

17.042 Drivers will be guaranteed a minimum of one hour each way on all trips shorter than two hours.

17.043 Non-driving hours shall be paid at a rate of \$12.00 beginning July 1, 2014.

17.044 If a portion of an assigned field trip falls within the driver's regularly scheduled route, the driver will not be paid for any overlap of applicable rates of pay for the regular route and the field trip. The driver first will be paid his/her regular route guarantee in accordance with section 17.015 and then paid his/her field trip rate at the conclusion of the regular route time guarantee in accordance with sections 17.041, 17.042 and 17.043.

#### **17.05 OVERTIME**

17.051 The overtime rate shall be blended when calculating regular hours and field trips hours in accordance with the calculation.

#### **17.06 BOARD'S RESPONSIBILITY**

17.061 The Board shall pay the full cost of the following:

17.0611 Ohio Department of Transportation driver's abstract (BMV-Driving Record)

17.0612 Driver physicals

17.0613 Fingerprinting and background checks (BCI/FBI) provided by the District. BCI/FBI checks completed through outside agencies will be reimbursed ONLY if the district does not provide the service.

17.0614 The Board shall supply all safety equipment and cleaning supplies. The Superintendent Designee will determine what equipment as required by O.R.C. and supplies are necessary.

17.0615 The Board has authorized the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well-being of the students while on the bus.

#### **17.07 MANDATORY MEETINGS**

17.071 Should the Superintendent Designee, Transportation Supervisor, Principal and/or their designee call a mandatory departmental, safety-transportation meeting, and/or parent conference, all hours in attendance at said meeting(s) shall be paid at the driver's hourly rate of pay.

#### **17.08 DRIVER'S REQUIREMENTS**

17.081 Drivers are required by law to maintain a daily log of their driving activities including pre-trip inspection to be provided by the Board of Education.

17.082 A fifteen (15) minute pre-inspection will be included in each route.

#### **17.09 EARLY OUTS**

17.091 The Board is permitted to employ two floater drivers at the substitute rate of pay to be used as either early out field trip drivers or substitutes, if needed.

### **ARTICLE XVIII – BREAKS**

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**18.01** All members of the bargaining unit whose regularly assigned work day is seven (7) to eight (8) hours, will receive two (2) fifteen (15) minute breaks during their tour of duty, to be scheduled at the convenience of the immediate supervisor.

**18.02** All employees working a four (4) hour shift shall receive one (1) fifteen (15) minute break.

**18.03** The non-paid lunch periods will be duty free with the exception of the head custodians.

**18.04** Bus drivers are excluded from this provision.

### **ARTICLE XIX – EMPLOYEE EVALUATIONS**

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**19.01** Each classified employee shall be evaluated at least once annually. An evaluation form will be completed and put in his/her personnel file after it has been reviewed by him/her; although employees may be monitored, on a daily basis, specific evaluations shall be done on a periodic basis. Additional evaluations may take place at the discretion of the administration. When an evaluation is conducted on an employee's performance, the employee shall review the evaluation and initial it prior to it being placed in his/her personnel file.

**19.02** Bargaining unit members may respond to the evaluation in writing, on the appropriate form, within five (5) working days of the meeting date on which the evaluation was performed. An employee response shall be signed, dated and co-signed by the supervisor who conducted the annual evaluation. In accordance with the evaluation form, the signature of the evaluator on the response is indicative of receipt not agreement or approval.

**19.03** Classified employees may review their personnel files upon request with the Superintendent Designee or his designee present.

**19.04** No anonymous letter, report, or communication shall be included in the classified employee's personnel file. Supervisors shall not take into consideration any violation or disciplinary action which has not occurred during the evaluation period. However, areas de-marked for improvement in the previous evaluation may be referenced and considered in each annual evaluation.

**19.05** An employee may request, without cost, a copy of any specific letter, report, or communication in the classified employee's personnel file provided it is not an employment record or confidential material.

**WEST GEAUGA LOCAL SCHOOL DISTRICT**

**CLASSIFIED PERFORMANCE APPRAISAL  
O.A.P.S.E. CHAPTER 255**

NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ LOCATION: \_\_\_\_\_

HIRE DATE: \_\_\_\_\_ EVALUATION DATE: \_\_\_\_\_

Place an "X" in the appropriate performance level.

		5	4	3	2	1	NA
1.	Knowledge of job assignment						
2.	Planning/Organization of work						
3.	Judgment and initiative						
4.	Oral communication skills						
5.	Telephone						
6.	Written correspondence						
7.	Dependability						
8.	Volume of acceptable work						
9.	Promptness						
10.	Works under pressure						
11.	Cooperation						
12.	Time management						
13.	Compliance with regulations and work practices						
14.	Interpersonal relationships						
15.	Appearance						
16.	Performance of duties						
17.	Overall rating						

**Performance Levels**

- 5 Superior: Consistently excels in ability to perform the full scope of the job. Performance and ability are recognized by others. Requires little, if any, supervision in daily work.
- 4 Very Good: Performance frequently exceeds the established work requirements. Works well with minimum supervision.
- 3 Good: Understands the job duties. Performance meets the established work requirements. Responds well to instruction/supervision and consistently follows through.
- 2 Needs Improvement: Performance is not consistently at the expected level. Does not demonstrate the ability to perform certain tasks/jobs.
- 1 Unsatisfactory: Performance does not meet the standards, expectations or directions given to perform the tasks/jobs.
- NA Not Applicable: Performance in this area is not a condition for this job assignment.

**AREAS NEEDING IMPROVEMENT:**

**PLAN FOR IMPROVEMENT:**

**SIGNATURE OF EVALUATOR:**

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Evaluator's Signature

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Date

This evaluation is based on my observation and/or knowledge. It represents my best judgment of the employee's performance for the evaluation period.

**SIGNATURE OF EMPLOYEE:**

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Employee's Signature

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Date

I have had an opportunity to discuss this evaluation and ask questions about it. My signature does not necessarily mean that I agree with my evaluation.

WEST GEAUGA LOCAL SCHOOL DISTRICT  
CLASSIFIED PERFORMANCE APPRAISAL

1. **KNOWLEDGE OF JOB ASSIGNMENT**
  - a. Understands and complies with job related assignments and procedures.
  - b. Has an awareness of how work affects the functions of other staff members and/or departments.
  - c. Possesses specific skills and applies them to assigned work.
  - d. Displays ability to understand, retain, and recall information.
2. **PLANNING AND ORGANIZATION OF WORK**
  - a. Shows logical arrangement of tasks for efficiency.
  - b. Thinks ahead to avoid problems and delays.
  - c. Meets deadlines and advises others when deadlines cannot be met.
  - d. Establishes work priorities.
3. **JUDGMENT AND INITIATIVE**
  - a. Knows what needs to be done and does it without being told.
  - b. Is resourceful and motivated in carrying out assignments.
  - c. Acts independently.
  - d. Is willing to assume responsibility.
  - e. Demonstrates problem solving ability in carrying out responsibilities.
  - f. Follows through with tasks.
4. **ORAL COMMUNICATION SKILLS**
  - a. Orally expresses thoughts in a clear, concise manner.
  - b. Writes clearly using proper grammar and style.
  - c. Presents information in a logical and understandable manner.
5. **TELEPHONE**
  - a. Answers telephone promptly.
  - b. Answers telephone courteously.
  - c. Relays telephone messages accurately.
6. **WRITTEN CORRESPONDENCE**
  - a. Output of correspondence is neat in appearance.
  - b. Output of correspondence is alphabetically and/or numerically accurate.
7. **DEPENDABILITY**
  - a. Carries out instructions and assignments to completion on a timely basis.
  - b. Is reliable in attendance and punctuality.
  - c. Completes difficult assignments without delay.
8. **VOLUME OF ACCEPTABLE WORK**
  - a. Performs consistently the desired levels and amounts of work.
  - b. Uses the most effective procedures or process to ensure thoroughness.
  - c. Does not leave loose ends.
  - d. Meets or exceeds work standards for accuracy and thoroughness.
  - e. Meets or exceeds expected amount of acceptable work.
9. **PROMPTNESS**
  - a. Starts/Completes assignments on time.
  - b. Conducts work within allotted time.
10. **WORKS UNDER PRESSURE**
  - a. Carries out assignments under complex conditions without difficulty.

- b. Maintains composure when meeting heavy, new or changing workloads.

**Classified Performance Appraisal continued . . .**

**11. COOPERATION**

- a. Is willing to assist others.
- b. Has the ability to handle overflow work and coverage for others.
- c. Is respectful of others.

**12. TIME MANAGEMENT**

- a. Shows productive use of time.
- b. Is conscientious about attendance and punctuality.

**13. COMPLIANCE WITH REGULATIONS AND WORK PRACTICES**

- a. Maintains confidentiality.
- b. Adheres to applicable regulations, policies, and work processes.
- c. Communicates district information in an accurate and timely manner.

**14. INTERPERSONAL RELATIONSHIPS**

- a. Cooperates with and deals effectively with others (staff, students, parents).
- b. Uses discretion and a pleasant, helpful manner with others.

**15. APPEARANCE**

- a. Maintains a general appearance that is appropriate for the work environment.
- b. Is neat and clean.

**16. PERFORMANCE OF DUTIES**

- a. **All Classified Staff - As relates to performance of duties for all employees:**
  - 1) Observes the rules of safe, proper and efficient use of all equipment and materials.
  - 2) Assists in maintaining the highest standards of safety and cleanliness in the work area.
  - 3) Carries out assignments promptly and in an orderly, efficient manner.
  - 4) Shows productive use of time.
- b. **Elementary Lunchroom Aide/Proctor**
  - 1) Assists in maintaining the highest standards of safety and cleanliness
  - 2) Assists in the distribution of milk.
  - 3) Serves students and staff in a pleasant, efficient manner.
  - 4) Maintains a clean, sanitary work area.
  - 5) Shares major cleaning chores.
  - 6) Stores and/or disposes appropriately of unused food.
  - 7) Maintains the trash and garbage collection area in a clean and sanitary manner.
  - 8) Performs related duties as required.
  - 9) Assists in maintaining a correct monthly inventory.
  - 10) Performs clerical work accurately and as assigned.
  - 11) Maintains accurate records of monies collected.
- c. **Classroom Aide – As relates to the teacher:**
  - 1) Assists in preparing materials for instruction as assigned.
  - 2) Performs clerical work accurately and as assigned.
  - 3) Assists in fulfilling classroom duties as assigned.
  - 4) Assists in fulfilling assignments as directed in the halls, on the playground and/or on buses.
  - 5) Assists the teacher in devising special strategies based on sympathetic understanding of individual students.
  - 6) Helps substitute teachers by providing necessary information.
- d. **Classroom Aide – As relates to the students:**

- 1) Assists the teacher in the instruction of individual groups of students as directed.
- 2) Performs other related instructional tasks as directed by the teacher.

**Classified Performance Appraisal continued . . .**

**e. Classroom Aide – As relates to professional services:**

- 1) Attends and contributes to meetings conducted by the teacher.
- 2) Maintains a high level of ethical behavior.
- 3) Maintains confidentiality of information about students.

**f. Food Service Worker/Cooks**

- 1) Assists in the preparation of food portions.
- 2) Prepares cafeteria counter and replenishes food supply in a timely manner.
- 3) Serves students and staff in a pleasant, efficient manner.
- 4) Maintains a clean, sanitary work area.
- 5) Shares major cleaning chores.
- 6) Stores and/or disposes of unused food appropriately.
- 7) Maintains the trash and garbage collection area in a clean and sanitary fashion.
- 8) Performs related duties as required.
- 9) Assists in maintaining a correct monthly inventory.

**17. OVERALL RATING**

Revised: 4/00

**EMPLOYEE ANNUAL EVALUATION REBUTTAL FORM**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Classification: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Date Evaluation Performed: \_\_\_\_\_

Issues of Concern or in Dispute:

Statement of Fact:

Relief Request or Resolution Sought:

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF EVALUATOR

\_\_\_\_\_  
DATE

As the Evaluator I have had the opportunity to discuss the rebuttal and ask questions regarding its content. My signature does not necessarily mean that I agree with the rebuttal's content.

\*\* This form is to be filed within five working days of the date that the evaluation meeting is held and/or the evaluation is received. After that date, the evaluation shall be accepted without comment or rebuttal.

Revised: 4/00

## **ARTICLE XX – CONTRACT DISTRIBUTION**

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20.01 The Board will provide copies of this contract for members of the bargaining unit.

## **ARTICLE XXI – S.E.R.S. PICK-UP**

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- 21.01 The Board will implement an S.E.R.S. retirement pick-up (tax shelter) in accordance with the direction given by the Treasurer and it shall apply to all compensation paid.
- 21.02 The Board herewith agrees to pickup (assume and pay) the contribution to the State Employees Retirement System on behalf of the employees on the following terms and conditions:
- 21.021 The amount to be picked up and paid on behalf of each employee shall equal the amount he/she is required by SERS to pay into his/her account. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- 21.022 The pickup percentage shall apply uniformly to all members of the bargaining unit.
- 21.023 No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employee pickup.
- 21.024 It is anticipated that the Internal Revenue Service will treat this contribution picked up by the employer as employer contribution for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the employer on behalf of the employee, the responsibility for payment of the taxes shall rest with the individual employee.

## **ARTICLE XXII – WORKERS' COMPENSATION**

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- 22.01 Ohio State Workers' Compensation: Employees are protected under the State Workers' Compensation Acts of Ohio in cases of injury or death incurred in the course of and arising out of their employment.
- 22.02 An injury incurred while performing assigned duties shall be reported to the employee's supervisor or other designated representative. Identification cards will be given to all bargaining unit members that provide information regarding the processing of claims and the availability of healthcare providers. Injury report forms may be obtained from the Superintendent Designee or in the office of each school building, and should be returned within a 24 (twenty-four) to 48 (forty-eight) hour timeframe in order to better expedite claim processing.
- 22.03 Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under workers' compensation, but cannot receive both sick leave and wage reimbursement under workers' compensation.
- 22.04 Employees electing to use workers' compensation benefits in lieu of accumulated sick leave shall have hospitalization/major medical insurance provided at the employee's expense for the length of the employee's absence due to the injury sustained on the job.
- 22.05 Premiums must be paid to the Office of the Treasurer one (1) month in advance of the coverage period. The District Treasurer shall have workers' compensation claim forms available in the central office at all times.

## ARTICLE XXIII – SALARY

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### 23.01 SALARY INCREASES

23.011	July 1, 2014 .....	2.25%
23.012	July 1, 2015 .....	2.25%
23.013	July 1, 2016 .....	2%

Step increases will resume July 1, 2014

OAPSE #255 may request a contract reopener, limited to wages only, at any time during the three years of this agreement that any recognized bargaining unit in the district receives a wage increase greater than the base wage increase granted in this agreement.

### 23.02 LONGEVITY

23.021 All classified employees are entitled to longevity pay of \$100.00 at 15 years of service, \$200.00 at 18 years of service and at 20 years of service as outlined in section 23.022 to the West Geauga Local Schools.

23.022 Longevity pay will be made the second pay in June of each year.

Effective July 1, 2014, longevity pay is as follows:

6 to 8.0 Hour Employees	\$650.51
4 to 5.9 Hour Employees	\$500.39
2 to 3.9 Hour Employees	\$350.27

Effective July 1, 2015, longevity pay is as follows:

6 to 8.0 Hour Employees	\$670.51
4 to 5.9 Hour Employees	\$520.39
2 to 3.9 Hour Employees	\$370.27

Effective July 1, 2016, longevity pay is as follows:

6 to 8.0 Hour Employees	\$670.51
4 to 5.9 Hour Employees	\$520.39
2 to 3.9 Hour Employees	\$370.27

### 23.03 SUPPLEMENTALS/BACKGROUND CHECKS

23.031 Supplemental contracts have been created to include the following:

23.0311	Pest control
23.0312	Asbestos removal
23.0313	Water sampling
23.0314	Annual supplemental pay for each of the above-defined contracts is \$250.00.

23.0315 A review team would be established to include three people from management and three people from O.A.P.S.E.

23.0316 It would be the responsibility of the review team to review any proposed supplemental contracts.

23.0317 All recommendations from the review team for any new supplemental assignment must be by mutual agreement subject to Board approval.

23.032 The state mandated background checks (BCI/FBI) will be provided by the district. BCI/FBI checks completed through outside agencies will be reimbursed ONLY if the District does not provide the service.

23.033 Reimbursable Expenses

23.0331 Driver's cost of renewing their Commercial Driver's License (CDL).

23.0332 Any cost for certification as required in O.R.C.

**23.04 CUSTODIAL SALARY SCHEDULES**

23.041 Employee Classifications

- Class 1 - Head Custodian
- Class 2 - Custodian
- Class 3 - Part-time Custodian
- Assignment Foreman - \$1.00 per hour additional

23.042 Work Year

Custodial classes 1 and 2 will work 261 days per year.

23.043 Work Schedule

The custodial work schedule in Classes 1 and 2 is 40 hours per week excluding the lunch hour. Class 3 work schedule is the number of contracted or assigned hours per day. All hours worked beyond 40 hours per week shall be paid at time and one-half the regular rate.

23.044 Extra Duty Work Assignments

Extra duty work assignments for work involving the use of the school facilities by outside groups will be determined by the contracted pay rate as established in the "Rates for Use of Buildings Schedule". Those who work the duty assignments beyond their normal assignments will be paid at time and one-half the regular rate.

23.045 Custodial Hourly Rate Schedule

<b>Custodial - Class 1</b>				<b>Custodial - Class 2</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
0	17.74	18.13	18.50	0	17.19	17.58	17.93
1	18.17	18.57	18.95	1	17.63	18.03	18.39
2	18.62	19.04	19.42	2	18.13	18.54	18.91
3	19.07	19.50	19.89	3	18.53	18.95	19.33
4	19.52	19.96	20.36	4	19.04	19.46	19.85
5	19.96	20.41	20.82	5	19.46	19.89	20.29
6	20.50	20.96	21.38	6	19.87	20.32	20.73
7	20.81	21.28	21.70	7	20.34	20.79	21.21
8	21.28	21.76	22.19	8	20.72	21.19	21.61
9	21.78	22.27	22.72	9	21.20	21.67	22.11
10	21.78	22.27	22.72	10	21.20	21.67	22.11
11	21.78	22.27	22.72	11	21.20	21.67	22.11
12	21.78	22.27	22.72	12	21.20	21.67	22.11
13	21.78	22.27	22.72	13	21.20	21.67	22.11
14	22.25	22.75	23.21	14	21.62	22.11	22.55

<b>Custodial - Class 3</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
0	16.81	17.19	17.54
1	17.20	17.59	17.94
2	17.62	18.02	18.38
3	18.01	18.41	18.78
4	18.50	18.92	19.30
5	18.93	19.36	19.74
6	19.43	19.87	20.27
7	19.80	20.25	20.65
8	20.28	20.74	21.15
9	20.66	21.13	21.55
10	20.66	21.13	21.55
11	20.66	21.13	21.55
12	20.66	21.13	21.55
13	20.66	21.13	21.55
14	21.13	21.61	22.04

\*Pilot program custodial positions will be paid at 1.25 overtime rate/hour only for Saturdays worked.

#### 23.046 Promotions

23.0461 In the case of promotions within the custodial job classification, the promoted employee will be placed on the same pay step as the one that was vacated.

### 23.05 CAFETERIA SALARY SCHEDULE

#### 23.051 Employee Classifications

Head Cook  
Cook (Full-Time)  
Satellite Driver  
Cook (Part-Time)

#### 23.052 Work Schedule

23.0521 Cafeteria personnel will be scheduled to work the number of serving days each school is in session plus any days necessary to get the kitchen ready for school opening or closing the kitchens after school is out.

23.0522 Work schedule is 6 to 7 hours per day excluding the lunch period for full-time employees. Part time employees work schedule is the number of contracted or assigned hours per day. All hours worked beyond 40 hours per week shall be paid at time and one-half the regular rate.

23.0523 Cafeteria personnel assigned to perform tasks for the opening or closing of the cafeterias may be assigned to cafeterias in buildings other than their usual and customary work site. The preparation of the cafeterias for the opening of the school year shall be scheduled before the first day of school.

#### 23.053 Extra Duty Assignments

Extra duty work assignments for work involving the use of the kitchen facilities will be determined as follows:

23.0531 Extra duty assignments that are a continuation of a regular shift assignment will be paid at the regular

hourly rate.

- 23.0532 Extra duty assignments for outside groups (non-West Geauga School according to board policy) will be paid at time and one-half the regular hourly rate.
- 23.0533 Extra duty assignments for West Geauga School groups which occur after the regular shift has ended and which require an employee to return to school shall be paid time and one-half for the first and last hour worked and regular time for all hours in between the first and last hour.
- 23.0534 Any employee that works more than forty (40) hours during any week will be paid in accordance with state and federal laws and regulations.

23.054 Cafeteria Workers Hourly Rate Schedule

Cafeteria - Cook (full-time) and Satellite Drive			
Step	2014-2015	2015-2016	2016-2017
0	13.23	13.53	13.80
1	13.72	14.03	14.31
2	14.04	14.35	14.64
3	14.32	14.64	14.93
4	14.82	15.16	15.46
5	15.09	15.43	15.74
6	15.56	15.91	16.22
7	15.91	16.27	16.60
8	15.91	16.27	16.60
9	15.91	16.27	16.60
10	15.91	16.27	16.60
11	15.91	16.27	16.60
12	16.24	16.60	16.93

Cafeteria - Head Cook			
Step	2014-2015	2015-2016	2016-2017
0	14.56	14.89	15.19
1	15.05	15.39	15.70
2	15.37	15.71	16.03
3	15.66	16.01	16.33
4	16.15	16.52	16.85
5	16.44	16.81	17.14
6	16.88	17.26	17.60
7	17.22	17.61	17.96
8	17.22	17.61	17.96
9	17.22	17.61	17.96
10	17.22	17.61	17.96
11	17.22	17.61	17.96
12	17.59	17.98	18.34

Cafeteria - Cook (part-time)			
Step	2014-2015	2015-2016	2016-2017
0	12.68	12.97	13.23
1	12.80	13.09	13.35
2	12.88	13.17	13.44
3	12.96	13.25	13.51
4	13.19	13.48	13.75
5	13.31	13.61	13.88
6	13.38	13.68	13.95
7	13.48	13.78	14.06
8	13.48	13.78	14.06
9	13.48	13.78	14.06
10	13.48	13.78	14.06
11	13.48	13.78	14.06
12	13.62	13.92	14.20

23.055 Promotions

23.0551 In the case of promotions within the cafeteria job classification, the promoted employee will receive one (1) pay step on the new salary schedule for every two (2) years of service within the cafeteria job classification. Promotion shall be based on the following schedule:

Current Years of Service	Promoted Step
0 – 1	1
2 – 3	2
4 – 5	3
6 – 7	4
8 – 9	5
10 – 11	6
12 – 23	7
24 – up	12

**23.06 CLASSROOM AIDE SALARY SCHEDULES**

23.061 Employee Classifications  
Classroom Aide

23.062 Work Schedule

23.0621 Classroom aides are required to work 179 student days, plus attend evening meetings with teachers. Classroom aides will work 6.5 hours per day excluding the lunch period.

23.063 Classroom Aide Hourly Rate Schedule

Classroom Aides			
Step	2014-2015	2015-2016	2016-2017
0	15.62	15.97	16.29
1	15.99	16.35	16.67
2	16.31	16.68	17.01
3	16.67	17.04	17.38
4	16.99	17.37	17.72
5	17.44	17.83	18.19

**23.07 BUS/VAN DRIVER AND TRANSPORTATION AIDE SALARY SCHEDULE**

23.071 Employee Classifications

- Bus Driver
- Van Driver
- Transportation Aide

23.072 Work Schedule

23.0721 Transportation Employees' work schedule is determined by the number of days schools are in session and the number of hours required driving the routes.

23.073 Bus Driver Hourly Rate Schedule

<b>Bus Drivers</b>			
Step	2014-2015	2015-2016	2016-2017
0	21.23	21.70	22.14
1	21.54	22.03	22.47
2	21.91	22.40	22.85
3	22.30	22.80	23.25
4	22.56	23.07	23.53
5	22.84	23.35	23.82
6	23.23	23.75	24.23
7	23.50	24.03	24.51
8	23.87	24.41	24.89
9	23.87	24.41	24.89
10	23.87	24.41	24.89
11	23.87	24.41	24.89
12	23.87	24.41	24.89
13	24.15	24.69	25.19

<b>Bus Drivers Hired After June 30, 2010</b>			
Step	2014-2015	2015-2016	2016-2017
0	18.72	19.14	19.52
1	19.08	19.51	19.90
2	19.44	19.88	20.28
3	19.80	20.25	20.66
4	20.17	20.62	21.03
5	20.53	20.99	21.41
6	20.89	21.36	21.79
7	21.25	21.73	22.17
8	21.62	22.10	22.55
9	21.98	22.47	22.92
10	22.34	22.84	23.30
11	22.70	23.21	23.68
12	23.07	23.59	24.06
13	23.43	23.96	24.43
14	23.79	24.33	24.81
15	24.15	24.70	25.19

23.074 Van Driver Hourly Rate Schedule

<b>Van Drivers</b>			
Step	2014-2015	2015-2016	2016-2017
0	11.45	11.70	11.94
1	11.97	12.24	12.48
2	12.51	12.79	13.04
3	13.03	13.32	13.59
4	13.55	13.86	14.14
5	14.08	14.39	14.68
6	14.60	14.93	15.23
7	15.13	15.47	15.78
8	15.13	15.47	15.78
9	15.13	15.47	15.78
10	15.13	15.47	15.78
11	15.13	15.47	15.78
12	15.69	16.04	16.37

23.0741 Training for van drivers that involves time on the bus, either through observation or actual driving will be paid at the regular van driver rate of pay.

23.075 Transportation Aide Hourly Rate Schedule

<b>Transportation Aides</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
0	9.47	9.68	9.87
1	10.19	10.42	10.63
2	10.90	11.15	11.37
3	11.56	11.82	12.06
4	12.29	12.56	12.81
5	13.11	13.41	13.68

<b>Van Aide- Grandfathered</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
	15.98	16.34	16.67

**23.08 MAINTENANCE SALARY SCHEDULE**

23.081 Employee Classifications  
 Maintenance Foreman  
 Maintenance

23.082 Work Year  
 Maintenance will work 261 days per year.

23.083 Work Schedule

23.0831 Maintenance work schedule is 40 hours per week excluding the lunch hour.

23.084 Maintenance Foreman/Maintenance Hourly Rate Schedule

<b>Maintenance</b>			
Step	2014-2015	2015-2016	2016-2017
0	18.93	19.36	19.75
1	19.44	19.87	20.27
2	19.72	20.17	20.57
3	20.28	20.74	21.15
4	20.72	21.19	21.61
5	21.28	21.75	22.19
6	21.78	22.27	22.71
7	22.25	22.75	23.21
8	22.88	23.40	23.86
9	22.88	23.40	23.86
10	22.88	23.40	23.86
11	22.88	23.40	23.86
12	22.88	23.40	23.86
13	23.18	23.70	24.18

<b>Maintenance Foreman</b>			
Step	2014-2015	2015-2016	2016-2017
0	20.28	20.74	21.15
1	20.77	21.24	21.67
2	21.06	21.54	21.97
3	21.63	22.12	22.56
4	22.06	22.55	23.00
5	22.62	23.13	23.60
6	23.12	23.64	24.11
7	23.58	24.11	24.59
8	24.24	24.79	25.28
9	24.24	24.79	25.28
10	24.24	24.79	25.28
11	24.24	24.79	25.28
12	24.24	24.79	25.28
13	24.51	25.06	25.56

**23.09 MECHANIC SALARY SCHEDULE**

23.091 Employee Classifications

Head Mechanic  
Mechanic

23.092 Work Year

Mechanics will work 261 days per year.

23.093 Work Schedule

23.0931 Mechanics work schedule is 40 hours per week excluding the lunch hour.

23.094 Head Mechanic/Mechanic Hourly Rate Schedule

<b>Mechanic</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
0	18.93	19.36	19.75
1	19.44	19.87	20.27
2	19.72	20.17	20.57
3	20.28	20.74	21.15
4	20.72	21.19	21.61
5	21.28	21.75	22.19
6	21.78	22.27	22.71
7	22.25	22.75	23.21
8	22.88	23.40	23.86
9	22.88	23.40	23.86
10	22.88	23.40	23.86
11	22.88	23.40	23.86
12	22.88	23.40	23.86
13	23.18	23.70	24.18

<b>Head Mechanic</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
0	20.28	20.74	21.15
1	20.77	21.24	21.67
2	21.06	21.54	21.97
3	21.63	22.12	22.56
4	22.06	22.55	23.00
5	22.62	23.13	23.60
6	23.12	23.64	24.11
7	23.58	24.11	24.59
8	24.24	24.79	25.28
9	24.24	24.79	25.28
10	24.24	24.79	25.28
11	24.24	24.79	25.28
12	24.24	24.79	25.28
13	24.51	25.06	25.56

**23.10 SECRETARIAL, CLERICAL HEALTH AIDE, CLERK LIBRARIAN, PROCTOR SALARY SCHEDULE**

**23.101 Employee Classifications**

Class	Position	Contract Days/Hours
Class 1	High School and Middle School Principal's Secretary	261 days / 1957.50 hours
	Curriculum Secretary	229 days / 1717.50 hours
	Elementary Principal's Secretary	229 days / 1717.50 hours
Class 2	Clerk Librarians	208 days / 1560 hours
	Staff Secretaries	Varies by contract
Class 3	Clerical/Health Assistant	200 days 6.5/7.5 hours per day 1300/1500 hours
	Proctor	185 days / 2 hours

**23.102 Work Schedule**

- 23.1021 261 day secretaries will work 12 months per year and have paid holidays as stipulated in 12.011.
- 23.1022 229 day secretaries will work 184 teacher days, plus be on duty 36 additional days to be scheduled before or after the school year at the discretion of the building principal and have paid holidays as stipulated in 12.011.
- 23.1023 213 day secretaries will work 184 teacher days, plus be on duty 20 additional days to be scheduled before or after the school year at the discretion of the building principal and have paid holidays as stipulated in 12.012.
- 23.1024 208 day clerk librarians will work 184 teacher days, plus be on duty 15 additional days to be scheduled before or after the school year at discretion of the building principal and have paid holidays as stipulated in 12.012.
- 23.1025 200 day clerical/health assistants will work 6.5 to 7.5 hours each school day depending on contract and have paid holidays as stipulated in 12.012.
- 23.1026 187 day proctors will work two hours each school day and have paid holidays as stipulated in 12.012.
- 23.1027 The secretarial and clerk librarian work schedule is 7.5 hours per day excluding the lunch period, unless fewer hours are specified in the contract. All hours worked beyond 40 per week shall be paid at time and one-half the regular rate.

**23.103 Secretarial, Clerical Health Aide, Clerk Librarian, Proctor Hourly Rate Schedules\***

Secretarial/Clerical - Class 1			
Step	2014-2015	2015-2016	2016-2017
0	15.28	15.63	15.94
1	15.79	16.14	16.46
2	16.24	16.60	16.93
3	16.82	17.20	17.55
4	17.21	17.60	17.95
5	17.73	18.13	18.50
6	18.22	18.63	19.00
7	18.73	19.15	19.53
8	19.23	19.66	20.06
9	19.69	20.14	20.54
10	20.24	20.69	21.11
11	20.24	20.69	21.11
12	20.24	20.69	21.11

Secretarial/Clerical - Class 2			
Step	2014-2015	2015-2016	2016-2017
0	14.82	15.16	15.46
1	15.27	15.62	15.93
2	15.79	16.14	16.46
3	16.22	16.59	16.92
4	16.81	17.19	17.54
5	17.21	17.60	17.95
6	17.72	18.12	18.48
7	18.20	18.61	18.99
8	18.71	19.13	19.51
9	19.20	19.63	20.02
10	19.67	20.11	20.52
11	19.67	20.11	20.52
12	19.67	20.11	20.52

13	20.24	20.69	21.11
14	20.24	20.69	21.11
15	21.19	21.67	22.10

13	19.67	20.11	20.52
14	19.67	20.11	20.52
15	20.68	21.14	21.57

<b>Secretarial/Clerical - Class 3</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
0	14.11	14.42	14.71
1	14.51	14.84	15.14
2	14.98	15.32	15.63
3	15.44	15.79	16.11
4	15.99	16.35	16.68
5	16.44	16.81	17.14
6	16.87	17.25	17.59
7	17.33	17.72	18.07
8	17.77	18.17	18.53
9	18.22	18.63	19.00
10	18.69	19.11	19.49
11	18.69	19.11	19.49
12	18.69	19.11	19.49
13	18.69	19.11	19.49
14	18.69	19.11	19.49
15	19.57	20.02	20.42

\*All salary schedules shall be updated to reflect 2% base increase in each year of this three year contract.

<b>Proctors</b>			
<b>Step</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
	13.74	14.05	14.33

## **ARTICLE XXIV – EARLY RETIREMENT INCENTIVE**

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- 24.01** Any employee who attains initial eligibility for State Employees' Retirement System (SERS) or becomes eligible for retirement after June 30 2014, shall be entitled to a retirement incentive bonus amounting to 25% of said employee's individual base salary in the year in which they are retiring by providing written notice of retirement to the Superintendent on or before March 1 of the year of their retirement. This benefit is payable in January of the year following the date of retirement.
- 24.02** Those that become eligible during the second year of the contract shall have a right to this incentive as defined in 24.01 if he/she retires on or before June 30, 2015.
- 24.03** Those that become eligible during the third year of the contract shall have a right to this incentive as defined in 24.01 if he/she retires on or before June 30, 2016.
- 24.04** This benefit will be forfeited if notice is not provided by March 1 and/or service retirement is not exercised on or before June 30 of the year of initial eligibility.
- 24.05** Eligibility for this retirement incentive will be as follows:
- 24.051** The school year that a bargaining unit member achieves at least five (5) years of service credit and turns age sixty (60); or
  - 24.052** The school year that a bargaining unit member achieves twenty-five (25) years of service and is at least fifty-five (55) years of age; or
  - 24.053** The school year that a bargaining unit member achieves thirty (30) years of service credit at any age.
  - 24.054** O.A.P.S.E. and the Board agree that in the event the School Employees Retirement System (SERS) changes eligibility requirements for retirement during the contract, the eligibility requirements contained in this article will match the new SERS requirements.
- 24.06** Participating staff members who purchase out of state, military service credit, etc., will be required to provide documentation which will serve as proof as to when eligibility to retire occurred. When the purchase of time is involved, eligibility to receive the retirement incentive will only be available until June 30 following the date of purchase.
- 24.07** Base salary used to determine benefits payable under the incentive program will be the salary paid from the salary schedule exclusive of any other payments made during the year eligibility is obtained, such as overtime, field trips, extended time, supplemental contracts, etc.
- 24.08** Employees retiring during the second and third years of the agreement will have the retirement incentive bonus calculated using the base salary or hourly rate in effect for the retirement contract year.
- 24.09** Payments issued under the retirement incentive bonus plan will be exempt from retirement contributions in accordance with Ohio Revised Code.
- 24.10** The retirement incentive program ends June 30, 2017.

## **ARTICLE XXV – SAFE WORK PRACTICES**

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- 25.01** The Union shall be entitled to appoint one (1) employee from each Department\* to serve as a member of the Safety Committee.
- 25.02** The employer shall provide safety equipment and maintain proper safeguards and safe working conditions for all

employees. In the event employee(s) reasonably believe a situation is unsafe, the employee shall notify his supervisor immediately. The situation will then be investigated by the District Safety Committee or designee on the same day or as soon thereafter as possible.

25.03 As long as an employee has notified his supervisor of the alleged unsafe condition the employee shall not be required to perform the work until it has been determined to be safe. However, said employee may be assigned alternative duties until an investigation can be completed.

25.04 All valid inspection certificates shall be made available to the Union upon demand.

\*Departments will be defined as Secretarial/Clerical, Maintenance/Mechanics/Custodial, Bus Driver, and Cafeteria.

## **ARTICLE XXVI – DRUG AND ALCOHOL TESTING**

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26.01 The Union and Board recognize that the usage of illegal drugs and impairment from the use of alcohol are threats to the safety of our employees, students and the general public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising therefrom, and where possible, rehabilitation.

26.02 Effective July 1, 1995, CDL license holders (hereinafter employees or drivers) will be required to submit to a drug and/or alcohol testing as required by the Omnibus Transportation Employees Testing Act of 1991, which shall include pre-employment/pre-duty, reasonable suspicion, random, and post accident alcohol and controlled substance testing. Reasonable suspicion testing shall be based upon the employee's supervisor and another administrator having a reasonable suspicion, based on specific, contemporaneous and articulated observation of the employees that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his/her system, and is affected by such alcohol or drug in a detectable manner, including but not limited to, impaired performance of job duties and responsibilities.

26.03 The term CDL license holder shall mean regular and substitute bus drivers, other staff members who may drive district vehicles, or inspect, repair and maintain district vehicles.

26.04 The Board's contractor will preserve any specimen collected for at least three (3) months in order that the employee may, at Board expense, have the sample sent to another laboratory, agreed to by the Board and the Union, for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory, agreed to by the Board and the Union, on the same sample using a methodology selected by the third laboratory.

26.05 Prior to testing, an employee may reveal any prescription drug, and shall supply a physician statement in connection with that prescription drug within 72 hours. The employee will receive due consideration in the determination of potential work violations(s), if the drug is properly prescribed and administered.

26.06 An employee who is required to take a test for suspected drug or alcohol abuse, will be permitted to have a Union representative present during the testing provided, however, the testing will not be unreasonably delayed (more than one hour) to allow the attendance of the Union representative.

26.07 The laboratory selected to conduct the analysis, including the Board's primary contractor, and any lab used for confirming tests at the request of the employee, Union or Board, under the Act or this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures, whereby, all specimen samples are sealed, labeled, and checked against the identity of the person being tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.

26.071 The alcohol test will be conducted by using an evidential breath testing device, and if a positive finding occurs, wherein the employee tested has a blood alcohol level of 0.04 or above, it shall be considered a positive test result and will not be allowed to return to a safety sensitive duty until certain criteria are met and the blood alcohol level tests 0.02 or below. Any result less than 0.02 shall be considered a negative test.

26.0711 The drug test will consist of two phases:

1. The enzyme multiplied immunoassay technique (EMIT) shall be used to screen the urine sample.
2. Any positive result will be confirmed using the gas chromo-topography / mass-spectrometry (EC/MS) test.

26.072 The threshold limits used by the United States Department of Human Services shall be employed in drug testing to determine the quantity of drugs in the specimen necessary to have a positive result.

26.08 All testing will be paid for by the Board. All employees testing shall be paid at the employee's regular rate of pay for all hours that the employee is required to be present, including reasonable travel time. The minimum paid time will be one (1) hour.

26.09 Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Board's rules and regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged for revealing their drug and alcohol use. The employee will be referred to the Board's Employee Assistance Program. Once treatment is completed and the employee is released to return to work, the employee shall be subject to random drug testing for a period not to exceed two (2) calendar years.

26.10 All information regarding drug or alcohol testing results will be kept confidential. Only Board personnel who need to know the information will be informed of the results. All drug test results are reviewed and interpreted by a physician, who shall be known as the Medical Review Officer (MRO), before they are reported to the school district. If the lab reports a positive result to the MRO, the MRO shall contact the employee, either in person or via telephone, and conduct an interview to determine if there is an alternate medical explanation for the drugs found in the employee's urine specimen. If the employee/driver provides appropriate documentation, and the MRO determines that it is legitimate medical use of a prohibited drug, the drug test will be reported as negative. Should the employee test positive he/she will be referred to the Employee Assistance Program while confirmation of test results transpire. The removal cannot take place until the MRO has interviewed the employee, and determined that the positive drug test resulted from the unauthorized use of a controlled substance. The employee cannot return to work until he/she has been evaluated by a substance abuse professional or MRO, has complied with recommended rehabilitation, and has a negative test result on a return-to-duty test. The district may implement follow-up testing procedures to monitor the employee's continued abstinence from drug use.

26.11 Employees who are subject to discipline as a result of drug or alcohol use are entitled to contest the discipline through the Grievance Procedure, or if they contend a violation of this Article and its application, are entitled to contest the misapplication or misinterpretation through the Grievance Procedure of the Contract.

## **ARTICLE XXVII – LABOR/MANAGEMENT COMMITTEE**

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27.01 In the interest of promoting sound labor-management relations, the Board and the Union agree to hold quarterly labor management meetings. The meetings will be attended by an equal number of labor and management representatives, including the Superintendent, Superintendent Designee, Treasurer, Supervisor of Building and Grounds and other managers or supervisors as deemed necessary, and the Union President, Vice President, Grievance Chairperson and other Union members as necessary.

27.02 Labor management meetings will be scheduled at least five work days in advance at a time mutually agreeable to the parties.

27.03 A mutually agreed meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall supply the Board with the names of those Union representatives who will be in attendance.

## **ARTICLE XXVIII – EFFECTS OF THE CONTRACT**

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28.01 **NO REPRISALS**

28.011 There shall be no reprisals taken against an employee for action taken relative to negotiations, membership representation, holding office in the Union, for the formal filing of a grievance, for utilizing any benefit of this Contract, and/or for holding membership in the Union.

**28.02 AMENDMENT**

28.021 This Contract represents the full understanding and commitment between the parties. This Contract may be added to, deleted from, or otherwise changed only by an amendment in writing properly signed and adopted by each party.

**28.03 SEVERABILITY**

28.031 If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**28.04 LEGAL RIGHTS**

28.041 Nothing in this Contract shall deny any employee rights or privileges that are granted to said employee by the Ohio Revised Code or any other statute or law except as specifically stated in this negotiated agreement.

28.042 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

28.043 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract.

**28.05 INDIVIDUAL CONTRACTS**

28.051 The individual contracts entered into between an employee and the Board shall be consistent with the terms and conditions of this Contract. Compensation for bargaining unit positions shall not exceed those rates set forth in this Contract except as agreed to by the parties to this Contract.

**28.06 EQUAL OPPORTUNITY**

28.061 The West Geauga Local School District does not discriminate on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability in educational programs, activities, or employment practices and will comply with Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973.

**28.07 TOTAL AGREEMENT**

28.071 The parties acknowledge that this Contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

**28.08 DURATION**

28.081 All provisions of this Contract shall remain in full force and effect from July 1, 2014, until Midnight, June 30, 2017, except as otherwise provided herein.

The parties to this contract signed this date, \_\_\_\_\_, as witnessed below.

**FOR THE ASSOCIATION**

Cheryl Fowler  
Its Negotiations Chairperson

Christine Guthrie  
Its Treasurer

W. Samuelson Back D.B.E.  
Its Spokesperson

**FOR THE BOARD**

Walter E. [Signature]  
Its Superintendent

Aracoma Jones  
Its Treasurer

[Signature]  
Its Spokesperson

## APPENDIX - DEFINITIONS

### 1. DAYS/WORKING DAYS

- A. Work Year: July 1 - June 30
- B. Contract Year: Days designated for work between July 1 and June 30 for each individual employee. Can be less than or equal to the work year.
- C. Probationary Period: Ninety (90) regularly scheduled workdays.
- D. Limited Contract: From the end of the probationary period to the end of the work year (either June 30 or the last working day).
- E. One Workday: Is equal to any day that an employee is required to work regardless of the hours worked that day. The following conditions are excluded from the above: holidays, field trips, substituting, daily bus cleaning, recertification and non-paid unauthorized leaves of absence.
- F. Service Credit: Is equal to at least 120 days in active pay status.

### 2. FULL-TIME/PART-TIME

For the purpose of determining seniority credit, full time/part time status is dependent upon the classification the employee occupies.

For the purpose of determining benefit status, the employee should refer to Article 15 – Insurance benefits for benefit determination.

### 3. SUPPLEMENTAL CONTRACT

Shall be of the duration of no more than one (1) year in length; are terminated at the end of each year; may or may not be filled each year.

### 4. SENIORITY CREDIT

Full time employees who work a full contracted year receive 1.0 service credit. Any contracted day unpaid is deducted from the calculation of service credit, which would result in less than 1.0. Employees who work less than the full work year will have those days prorated against their calculation of seniority credit.

### 5. LONGEVITY CREDIT

Longevity credit is equal to all service credit earned at West Geauga Schools regardless of job classification.

### 6. SALARY CREDIT PLACEMENT

If an employee works more than 120 days in a work year, that employee will be placed in the succeeding year on the next step of the salary schedule. If an employee works less than 120 days in a work year, placement on the salary schedule will remain at the rate attained in that year.

### 7. FOOTWEAR

Appropriate footwear is defined as waterproof; oil, slip and chemical resistant, and provides grip and traction.

